2016 Comprehensive Sewer Plan
(General Sewer Plan)

Prepared for
City of Auburn, Washington
December, 2015

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(General Sewer Plan)

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December, 2015

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List of Abbreviations

ac	acre(s)
ACC	Auburn City Code
AMWA	Association of Metropolitan Water Agencies
APWA	American Public Works Association
BAB	Build America Bonds
bgs	below ground surface
cf	cubic foot/feet
ccf	100 cubic feet
CCTV	closed-circuit television
CDPW	Community Development and Public Works Department
CERB	Community Economic Revitalization Board
CFP	Capital Facilities Program
CIP	Capital Improvement Program
City	City of Auburn
CMMS	computerized maintenance management system
Comp Plan	City of Auburn Comprehensive Plan
County	King County
CSI	Conveyance System Improvements
CSWD	Criteria for Sewage Works Design
d/D	depth to pipe diameter
DOH	Washington State Department of Health
Ecology	Washington State Department of Ecology
Engineering	Engineering Services Division
EPA	U.S. Environmental Protection Agency
FOG	fats, oils, and grease
fps	foot/feet per second
FSE	food service establishment
FTE	full-time equivalent
GIS	geographic information system
GO	general obligation
gpad	gallon(s) per acre day
gph	gallons per hours
gpm	gallon(s) per minute
H&H	hydrologic and hydraulic
HDPE	high-density polyethylene pipe
HGL	hydraulic grade line
I/I	inflow and infiltration
IT	Innovation and Technology
LACP	Lateral Assessment and Certification Program
LEED	Leadership in Energy and Environmental Design
lf	linear feet
LFC	local facilities charge
LOS	level of service
LUD	Lakehaven Utility District
M&O	maintenance and operations
MACP	Manhole Assessment and Certification Program
MBR	membrane bioreactor
MIT	Muckleshoot Indian Tribe
MUD	Muckleshoot Utility District
NASSCO	National Association of Sewer Service Companies
PAA	potential annexation area
PACP	Pipeline Assessment and Certification Program
PdM	predictive maintenance
Plan	Comprehensive Sewer Plan
PM	preventive maintenance
psi	pound(s) per square inch
PSRC	Puget Sound Regional Council
PVC	polyvinyl chloride
PWB	Public Works Board
RCE	residential customer equivalent
RCW	Revised Code of Washington
R&R	repair and replacement
RWSP	Regional Wastewater Services Plan
SARA	Superfund Amendments and Reauthorization Act of 1986
SCADA	supervisory control and data acquisition
SCAQMD	South Coast Air Quality Management District
SCWSD	Soos Creek Water and Sewer District
SDC	system development charge
SEPA	State Environmental Policy Act
SOS	Save Our Streets
SSO	sanitary sewer overflow
SSSA	sanitary sewer service area
ULID	utility local improvement district
Utility	Sanitary Sewer Utility
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation
WWCPA	Washington Wastewater Collection Personnel Association

Executive Summary

This Comprehensive Sewer Plan (Plan) for the City of Auburn, Washington (City) is an update to the previous plan that was completed in December 2009 (Brown and Caldwell). This Plan is considered a General Sewer Plan under authority of Washington Administrative Code (WAC) Section 173-240-050. Within this document, Comprehensive Sewer Plan and General Sewer Plan terminology is considered the same. Evaluation of the sanitary sewer system for this Plan incorporated a policy review; system-wide hydraulic modeling; review and documentation of maintenance and operations (M&O) practices; and evaluation and update of the Capital Improvement Program (CIP) to account for completed projects, changes in system conditions, and new development, as well as to incorporate new financial information.

This Plan contains time frames that are the intended framework for future funding decisions and within which future actions and decisions are intended to occur. However, these time frames are estimates and, depending on factors involved in the processing of applications and project work, and availability of funding, the timing may change from the included time frames. The framework does not represent actual commitments by the City, which may depend on resources available.

The purpose of the Plan is to guide the City's Sanitary Sewer Utility (Utility) with respect to future activities and improvements for the Utility. To fulfill this stated purpose, the following objectives were achieved:

- provide background information regarding development and planning of the Utility, the sanitary sewer service area (SSSA), and neighboring utilities (Chapter 2)
- evaluate environmental, social, and regulatory drivers to develop level-of-service (LOS) goals for capital facility infrastructure development, operation, maintenance, and other key elements of utility management (Chapter 3)
- characterize the current sewer system and facilities (Chapter 4)
- perform a hydraulic modeling analysis to evaluate system capacity, review inflow and infiltration (I/I), identify possible sewer extensions to provide City sewer service to the entire SSSA, and provide a means to update the economic life model (Chapter 5)
- establish a baseline understanding of the proactive and responsive maintenance procedures to evaluate Utility staffing and data collection needs (Chapter 6)
- develop a CIP based on the results of hydraulic and condition analyses by meeting required customer service levels, effectively managing risks, and minimizing the City's costs of sewer asset ownership (Chapter 7)
- develop a funding plan that optimizes use of rates, system development charges (SDCs), and/or other service fees based on projected Utility spending requirements and a review of funding sources and City financial policies (Chapter 8)
- prioritize capital improvement projects and repair and replacement (R&R) activities to accommodate both 6- and 20-year funding frameworks and create an implementation plan to meet LOS goals (Chapter 9)

The following sections summarize the development of the Plan and outline the recommendations contained in the implementation plan.

ES.1 LOS Goals

LOS goals provide a framework for the Utility to assess its staffing levels, prioritize its resources, justify its rate structure, and document its successes. It is important that LOS goals include clear criteria to use in evaluating how well those goals are being met. LOS goals for the Utility that were developed for this Plan are based on relevant City policies. LOS goals and associated City polices are listed in Table ES-1.

Table ES-1. Utility Level of Service

Item*	Policy, standard, or guideline statement
	Planning considerations
6	The City will size gravity sewers for peak wet weather flow rates that include I/I flows. Gravity sewers will be sized to convey the peak hourly flow without surcharging.
7	The City will size pump stations and force mains for peak wet weather flow rates that include I/I flows. Pump stations will be sized to convey the flow with one pump out of service.
	Protection and improvement of the environment and public health
16	The City will comply with all federal, state, and local regulations in operation and maintenance of the City's wastewater collection and conveyance infrastructure.
17	The City will evaluate Utility activities to emphasize sustainability practices. City staff will identify specific areas to measure sustainability. Examples could include weighing energy consumption impacts more heavily during capital project development, selecting less impactful cleaning and maintenance products, and structuring maintenance activities to minimize vehicle travel miles. While maintaining minimum flows for efficient operation of the system, water conservation will be practiced whenever possible. City staff will benchmark practices and log changes.
18	The City will support the use of reclaimed water technologies where economically feasible. City staff will evaluate opportunities for reclaimed water use and support initiatives where the benefits outweigh costs.
19	The City shall pursue I/I reduction for the purposes of eliminating or reducing required capacity upgrades and reducing maintenance costs (to include reducing wear and tear on pump stations) when determined to be cost-effective.
	Customer satisfaction
21	The City will evaluate and strive to maintain customer satisfaction with Utility service delivery. • The City will create a baseline against which to evaluate future improvements: • Annual assessment of complaints/citizen reports • The City will communicate proactively with the community and stakeholders regarding wastewater service improvements.
	Utility financing
36	Appropriate rates and SDCs shall be assessed to fund the ongoing maintenance, operation, and capital expenditures of the Utility, in accordance with the Comprehensive Wastewater Plan. Periodic (typically every 5 years) cost-of-service studies shall be completed to reassess the monthly service and SDCs (both City and King County portions). Updates will coincide with 6-year CIP updates.
37	The City will track the cost of claims as a metric. The City will create a baseline against which to evaluate future improvements.
38	The City will track schedule and budget accuracy and performance in CIP implementation.
	Business practice
42	The City will monitor the frequency and causes of any service disruptions and develop programmatic methods for reducing the number of disruptions (e.g., backups). The City will investigate all customer service calls within 24 hours and record results in the computerized maintenance management system (CMMS). The City will develop an M&O plan to set goals for minimizing blockages, backups, response time, etc.
43	The City will maintain an asset criticality database to be used in prioritizing asset maintenance and R&R. The existing criticality database will be refined to include more asset age and material information, and will be validated using the results of M&O inspections. The database will transition from a spreadsheet-based process to an internal process within the City's CMMS.
44	The City will perform condition assessments of critical assets. The City will develop and implement a condition assessment schedule for all critical assets.

Table ES-1. Utility Level of Service	
Item*	Policy, standard, or guideline statement
45	The City will assign industry standard design lives for sewage assets. The actual physical assessment will be compared to the theoretical design life to determine the optimal economic life. The City will attempt to repair or replace system assets before they exceed their economic life. The number of high-criticality assets beyond their economic life will be minimized.
46	The City will conduct maintenance activities at a level that is consistent with optimizing system reliability, asset economic life, and system performance. The City will develop schedules for maintenance of wastewater collection and conveyance assets and link its implementation to system performance; e.g., record instances of missed maintenance and identify inadequate performance related to maintenance (grease and roots blockages) including missed scheduled maintenance.
47	The City will maintain a level of reliability for pump stations provided by redundancy of critical mechanical and electrical components. The City will provide backup power generators or dual power feeds and provide a minimum of two pumps at each City pump station.
48	The City will implement the use of the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) for inspection of all pipelines, Lateral Assessment and Certification Program (LACP) for inspection of all laterals, and Manhole Assessment and Certification Program (MACP) for inspection of all manholes. The City will minimize the number of assets with condition grades of 4 and 5.

** Item numbers refer to the policy item number presented in Table 3-1 in Section 3.4.*

ES.2 Evaluation of the Sewer Utility

In order to develop a plan for future improvements to the Utility, the existing collection system was evaluated. This included hydraulic modeling and a review of M&O practices, which are described below:

- **Hydraulic modeling:** The existing hydraulic model developed in the 2009 plan was recalibrated with King County (County) flow monitoring data. The hydraulic capacity analysis of the City's sewer conveyance system assessed the capacity for current and projected wastewater flows. The analysis also provided the basis for identifying improvements that may be necessary for the City to provide the adopted LOS. The hydraulic model indicated that, based on current planning and growth assumptions, there are no capacity-related issues for both current and future conditions.
- **Maintenance and operation:** The City provided information on its M&O activities to include ongoing maintenance activities, the number of staff required to undertake the activity, and frequency of activities. Current staffing levels were compared to anticipated staffing levels required to meet the City's desired operation goals listed in Chapter 6. The results of this analysis indicate that, to meet these goals, two additional M&O staff are required and the creation of a new position is recommended to facilitate computerized maintenance management system (CMMS) integration across all three service utilities (Sewer, Water, Drainage).

ES.3 Implementation Plan

The implementation plan brings together information from the preceding chapters to form a work plan of future activities for the Utility. The implementation plan consists of the 6-year and 20-year CIP, recommendations including monitoring and data collection, and recommendations for using asset management strategies to improve Utility maintenance and operations with an outlook on long-term sustainability.

ES.3.1 6-Year and 20-Year CIP

The CIP projects consist primarily of ongoing and programmatic capital improvements. Ongoing projects include projects identified through previous studies. The City has previously allocated

funding to each of these projects, which are currently in various stages of execution. These projects must continue to receive funding under the CIP until completion and have been included in this Plan to provide a complete picture of the program. Programmatic projects are included in the CIP to provide funding for maintaining and/or improving the LOS. These projects do not address a specific problem, but allocate budget for addressing LOS goals.

The results of the system evaluation indicated very few new projects to be added to the 6-year CIP. The system hydraulic analysis indicated no need for capacity-related capital projects.

Table ES-2 lists nine capital improvement projects included in this Plan and lays out annual expenditures for the 6-year and 20-year CIP time frames.

Table ES-2. Annual CIP Project Cost Summary												
Project number	Project name	Priority	2016	2017	2018	2019	2020	2021	2022–35	Project Cost	CIP allocations (repair/ replacement)	CIP allocations (upgrade/ expansion)
1	Sanitary Sewer Repair and Replacement/System Improvements	1	$1,873,000	$300,000	$1,500,000	$300,000	$1,500,000	$300,000	$12,600,000	$18,373,000	100%	0%
2	Street Utility Improvements	1	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$2,800,000	$4,000,000	100%	0%
3	Vactor Decant Facility	1	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0%	100%
4	Sewer Pump Station Replacement/ Improvement	1	$0	$141,000	$500,000	$168,000	$900,000	$141,000	$2,850,000	$4,700,000	100%	20%
5	Siphon Assessment	1	$0	$524,000	$0	$0	$0	$0	$524,000	$1,048,000	100%	0%
6	Pump Station Condition Assessment	1	$187,000	$0	$0	$0	$0	$0	$187,000	$374,000	100%	0%
7	Manhole Ring and Cover Replacement	2	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$1,120,000	$1,600,000	100%	0%
8	Cleaning and Inspection of Large-Diameter Pipe	2	$0	$400,000	$0	$0	$0	$0	$400,000	$800,000	100%	0%
9	Inflow and Infiltration Study	3	$0	$135,200	$135,200	$135,200	$135,200	$135,200	$0	$676,000	100%	0%
10	Plan Update	1	$0	$0	$0	$0	$350,000	$0	$700,000	$1,050,000	50%	50%
Total cost for priority 1 projects			$2,410,000	$1,165,000	$2,200,000	$668,000	$2,950,000	$641,000	$19,661,000	$29,695,000		
Total cost for priority 2 projects			$80,000	$480,000	$80,000	$80,000	$80,000	$80,000	$1,520,000	$2,400,000		
Total cost for priority 3 projects			$0	$135,200	$135,200	$135,200	$135,200	$135,200	$0	$676,000		
Total CIP cost			**$2,490,000**	**$1,780,200**	**$2,415,200**	**$883,200**	**$3,165,200**	**$856,200**	**$21,181,000**	**$32,771,000**		

ES.3.2 Monitoring

The current and projected future levels of I/I within the City's collection system do not appear to cause capacity-related issues. However, high I/I can be indicative of either deteriorating pipe condition or storm drainage connections to the sewer system so, to be proactive, it is recommended that the City initiate additional flow monitoring that can be used during the next Plan update to further assess I/I and add confidence to the hydraulic model.

ES.3.3 Asset Management and Maintenance and Operations

The following additional recommendations were made for activities that will support asset management and ongoing M&O:

- **Continue system inventory:** Asset management practices and M&O activities can best be utilized with a completed inventory of assets owned and maintained by the City. Many of the City's assets are currently included in Cartegraph, its CMMS, but not all assets are currently included and some assets are missing important identifying information (such as age and material of construction). Completing the asset inventory will help the City continue to best apply its M&O resources.
- **Migrate the economic life model to the CMMS:** The economic life model created as part of the 2009 plan should be implemented with the CMMS to facilitate use and most up-to-date model accuracy.
- **Optimize M&O program:** Optimizing M&O activities through an asset management-based program will lead to increased effectiveness in prioritizing M&O resources and managing risk, public perception, regulatory compliance, and costs to the Utility.
- **Discharge quality control:** The City should continue its efforts to minimize the impact of harmful components in the sewage discharged to the City's collection system. Specifically, the fats, oils, and grease (FOG) reduction program, industrial waste permitting, and public education programs support the collection system's ability to convey and pump sewage effectively and the County treatment facility's ability to protect the environment.
- **Hazard planning:** The City should assess vulnerability of the sewer collection system to examine the potential for natural disasters such as flood, erosion, earthquake, or volcanic activity to cause system failures. The associated probabilities of failure should be weighed with the consequences of failure to determine if action is necessary and to identify appropriate mitigation measures.
- **Maintenance issues:** Three known problem sites did not rise to the level of a CIP project based on currently available information. It is recommended that the City investigate these known M&O issues. The issues include odor issues near the 8th Street siphon and access issues with sewers crossing freeways and those within easements on private property.

A timeline was developed to illustrate how CIP and monitoring activities in the implementation plan fit together within 6-year and 20-year time frames. This timeline is presented on Figure ES-1.

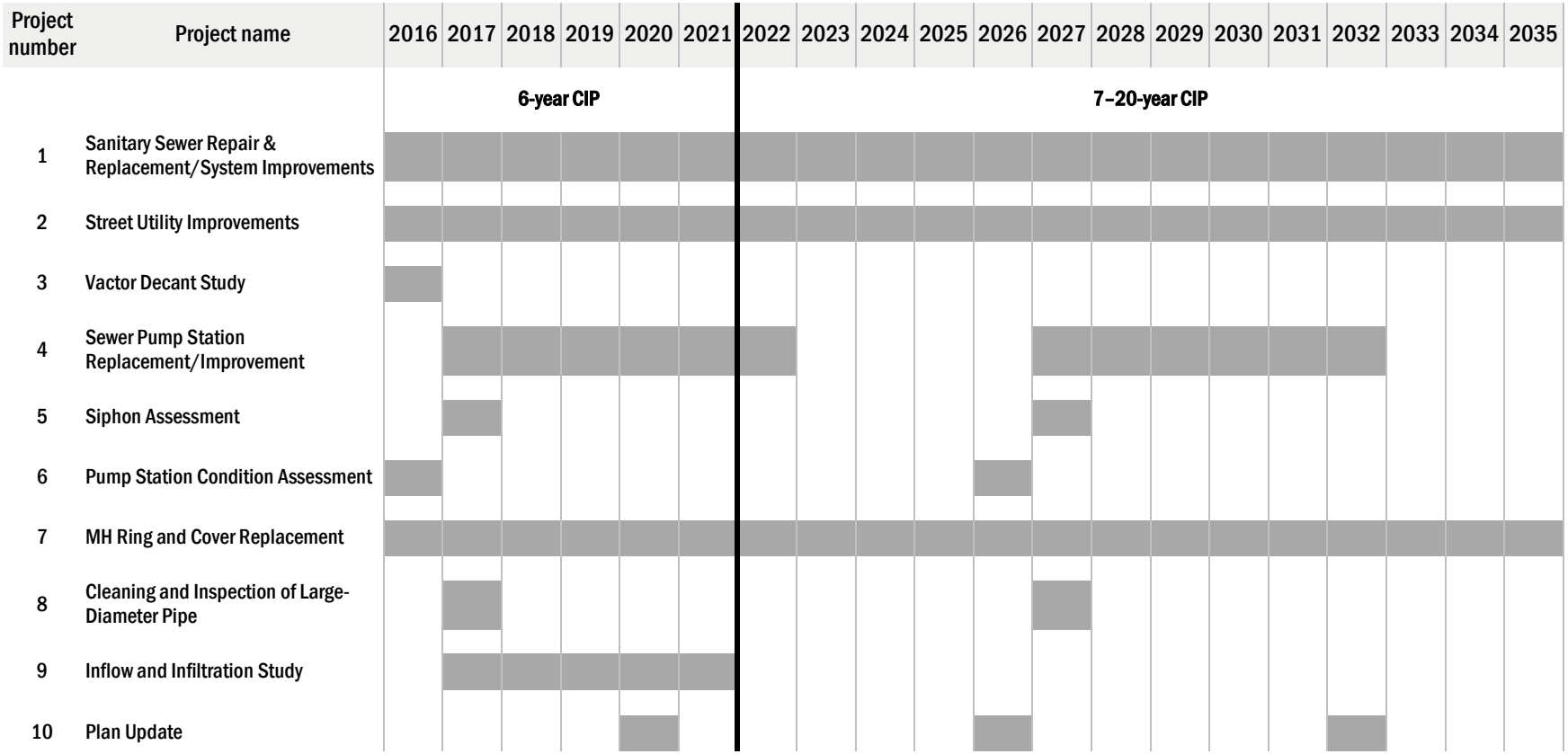


Figure ES-1. Implementation schedule

Chapter 1

Introduction

This *Comprehensive Sewer Plan Update* (Plan) for the City of Auburn, Washington (City) is an update to the previous plan, prepared in 2009. This Plan is considered a General Sewer Plan under authority of Washington Administrative Code (WAC) Section 173-240-050. Within this document, Comprehensive Sewer Plan and General Sewer Plan terminology is considered the same. This Plan reflects changes in existing and projected land use and population since the previous plan, as well as sewer capital projects that have been constructed. In addition, since the previous plan, King County (County) has performed extensive flow monitoring of the City's collection system that, along with updated asset information, provides valuable information for updating the hydrologic and hydraulic (H&H) model used for assessing system capacity.

This Plan contains time frames that are the intended framework for future funding decisions and within which future actions and decisions are intended to occur. However, these time frames are estimates and, depending on factors involved in the processing of applications and project work and availability of funding, the timing may change from the included time frames. The framework does not represent actual commitments by the City, which may depend on resources available.

This Plan meets the requirements of the Washington State Department of Ecology (Ecology) as set forth in WAC Section 173-240-050. The Plan was submitted to Ecology; the Washington State Department of Health (DOH); King and Pierce counties; the cities of Algona, Bonney Lake, Kent, and Pacific; Lakehaven Utility District (LUD); Soos Creek Water and Sewer District (SCWSD); and the Muckleshoot Indian Tribe (MIT). Relevant correspondence with these agencies related to this Plan is included in Appendix A.

1.1 Purpose and Objectives

The purpose of the Plan is to guide the City with respect to future activities and improvements for the Sanitary Sewer Utility (Utility). To fulfill this stated purpose, the following objectives were achieved:

- evaluate environmental, social, and regulatory drivers to develop level-of-service (LOS) goals for capital facility infrastructure development, operation, maintenance, and other key elements of Utility management
- update the comprehensive sanitary sewer system inventory, based on the City's geographic information system (GIS), that incorporates currently available infrastructure data into a digital database that can be directly linked with the hydraulic model used for analyzing the system
- perform hydraulic modeling analysis to evaluate system capacity
- develop a plan for sewer service extensions, including where extensions will occur and how the City will serve these areas
- document the City's existing Maintenance and Operation (M&O) program, and evaluate existing Utility staffing
- complete a financial analysis of the Utility, including a projection of cost to provide sewer service and development of a funding strategy for the identified LOS goals
- develop a capital improvement program (CIP) by sustainably meeting required customer service levels, effectively managing risks, and minimizing the City's costs of sewer asset ownership

- prioritize capital improvement projects to accommodate both 6- and 20-year funding frameworks

1.2 Document Organization

This Plan is organized to focus on the actions that the Utility will take while implementing Plan recommendations. Supporting documentation and background information is included in appendices where appropriate. The Plan is organized into the following chapters:

Chapter 1 **Introduction:** explains the need for updating previous sewer planning documentation, and outlines specific objectives of the *Comprehensive Sewer Plan Update*

Chapter 2 **Background:** provides background information regarding the Utility and sanitary sewer service area (SSSA)

Chapter 3 **Wastewater System Policies:** specifies the Utility policies and LOS goals used to develop capital improvements and future M&O activities

Chapter 4 **Description of Existing System:** describes the existing conditions of the City's sanitary sewer system

Chapter 5 **Wastewater System Analysis:** presents methodologies used to evaluate system capacity and future sewer extensions

Chapter 6 **Recommended Plan:** describes recommended capital improvement projects including cost estimates

Chapter 7 **Maintenance and Operations:** provides an overview of the organization and common procedures associated with the ongoing M&O program, and evaluates existing Utility staffing needs based on established LOS goals

Chapter 8 **Finance:** develops a funding plan that optimizes use of rates, systems development charges, and/or other service fees based on projected Utility spending requirements and a review of funding sources and City financial policies

Chapter 9 **Implementation Plan:** prioritizes capital improvement projects and lays out a future work plan

Appendix A **Inter-local Agreements and Outside Agency Correspondence:** provides copies of inter-local agreements related with sanitary sewer conveyance and disposal

Appendix B **Hydraulic Capacity Analysis:** provides a detailed review of the hydraulic modeling completed for near- and long-term modeling scenarios to identify areas of capacity concern

Appendix C **Pump Station Information:** provides detailed information related to the pump stations (pump sizes, wet well size, etc.)

Appendix D **SEPA Compliance:** provides a letter documenting the "Determination of Non-Significance"

Chapter 2

Background

This chapter includes background information related to the development of the City's current wastewater collection and conveyance system, including changes to the City's *Comprehensive Plan* (Comp Plan) policies that influence the design and operation of the system. Also included is a description of the City SSSA along with information on adjacent sewer utilities, which will facilitate an understanding of existing and potential opportunities for collaborative activities with other purveyors to enhance system reliability or reduce costs. Changes to land use planning efforts affecting the City SSSA are also discussed.

The city of Auburn vicinity is shown on Figure 2-1.

2.1 Previous Auburn Comprehensive Sewer Plans

The current wastewater planning effort supersedes previous plans prepared in 1968, 1982, 2001, and 2009. This Plan builds upon concepts established in the four previous plans, modifying or updating goals, policies, and analyses to account for present conditions.

2.2 City Comprehensive Plan

The City most recently revised its Comp Plan in June 2015. The City Comp Plan incorporates the Comprehensive Sewer Plan by reference.

2.3 Sanitary Sewer Service Area

The City SSSA has not changed significantly since the 2009 *Comprehensive Sewer Plan*, which proposed the extension of service to a small area of unincorporated King County located west of Algona that abutted the existing SSSA. Service has now been extended to that area. The current SSSA is shown on Figure 2-2.

As of June 2015, the City currently serves 12,723 single-family residential customers within its SSSA. In addition, non-residential customers equate to 18,504 residential customer equivalents (RCEs) based on total water consumption records for non-residential connections. The City tracks total RCEs and reports to the County quarterly.

The City coordinates service at the boundary of its SSSA with nearby sewer utilities. When the City's SSSA extends beyond current corporate limits, a franchise is required by the City of Auburn to own, maintain, and manage the wastewater facilities within King and Pierce counties' rights-of-way. This coordination with other utilities and King and Pierce counties is discussed in Section 2.5.

2.4 Existing Land Use Plans

Various land use plans govern development with the City of Auburn SSSA; these plans are described in the following sections.

2.4.1 King County Comprehensive Plan

Urban unincorporated areas of the City's SSSA are subject to the King County *Comprehensive Plan*, as most recently updated and adopted in November 2013. This section describes changes in the

King County document affecting policy direction for functional plans, such as this City of Auburn *Comprehensive Sewer Plan Update*.

In the updated 2013 King County *Comprehensive Plan*, policy F-255 states:

> In the Urban Growth Area, all new development shall be served by public sewers unless:
>
> a. Application of this policy to a proposal for a single-family residence on an individual lot would deny all reasonable use of the property; or
>
> b. Sewer service is not available for a proposed short subdivision of urban property in a timely or reasonable manner as determined by the Utility Technical Review Committee. These on-site systems shall be managed by one of the following entities, in order of preference:
>
> 1. The sewer utility whose service area encompasses the proposed short subdivision; or
> 2. The provider most likely to serve the area; or;
> 3. an Onsite Sewage System Maintainer certified by the Seattle-King County Department of Health.
>
> The onsite system shall meet all state and county approval requirements. The approved short subdivision shall indicate how additional lots to satisfy the minimum density requirement of the zoning will be located on the subject property in case sewers become available in the future. There shall be no further subdivision of lots created under this policy unless served by public sewers.

In conjunction with policy F-255, policy F-256 states:

> In the Urban Growth Area, King County and sewer utilities should jointly prioritize the replacement of on-site systems that serve existing development with public sewers, based on the risk of potential failure. King County and sewer utilities should analyze public funding options for such conversion and should prepare conversion plans that will enable quick and cost-effective local response to health and pollution problems that may occur when many on-site systems fail in an area.

Chapter 5 discusses potential sewer extensions within currently unsewered areas. The City's SSSA currently includes two areas of unincorporated King County, as shown on Figure 2-2.

2.4.2 King County Regional Wastewater Services Plan

In 2007, King County adopted a revised *Regional Wastewater Services Plan* (RWSP), which outlines proposed wastewater conveyance improvements. Improvements that impact the City of Auburn collection and conveyance system include the following:

- Stuck River Trunk: new gravity pipe constructed to convey flow away from the M Street Trunk to the Auburn West Interceptor
- Pacific Pump Station discharge: new pipe to convey flow north from the Pacific Pump Station to the Auburn West Interceptor
- Auburn West Interceptor Parallel: new gravity pipe to replace or parallel an existing portion of the Auburn West Interceptor between 15th Street SW and West Main Street

The Stuck River Trunk was completed in 2013. The Pacific Pump Station discharge and Auburn West Interceptor Parallel are currently planned for construction in 2016.

In conjunction with the RWSP, the City participated in an inflow and infiltration (I/I) study as a component sewer agency of King County. I/I is discussed in Section 4.4.

The County is in the process of updating the Conveyance System Improvements Program based on decennial flow monitoring data and updated land use and population projections.

Unincorporated King County
SE 277TH ST
Kent
37TH ST NE
WEST VALLEY HWY NW
167
B ST NW
15TH ST NW
SE 304TH ST
SE 312TH ST
Area of Kent served by Auburn Sewer System
112TH AVE SE
Mill Creek
Big Soos Creek
W MAIN ST
18
15TH ST SW
BOUNDARY BLVD SW
A ST SE
C ST SW
AUBURN WAY S
Unincorporated King County
Algona
Green River
White River
ELLINGSON RD SW
KERSEY WAY SE
Area of Pacific served by Auburn Sewer System
53RD ST SE
King County
Pierce County
LAKE TAPPS PARKWAY SE
Lake Tapps
Area of Bonney Lake served by Auburn Sewer System
Sumner

Legend

- Auburn SSSA
- Area of Kent Served by Auburn
- Area of Pierce County Served by Auburn
- Area of Pacific Served by Auburn
- Area of Bonney Lake Served by Auburn

Other Sewer Utilities within City of Auburn

- City of Algona
- Soos Creek Water and Sewer District
- City of Kent
- Lakehaven Utility District
- Auburn City Boundary
- County line

Adjacent Cities

- Algona
- Kent
- Pacific
- Sumner
- Muckleshoot Indian Reservation
- Water
- Streams
- Streets

COMPREHENSIVE SEWER PLAN
December 2015

Brown AND Caldwell

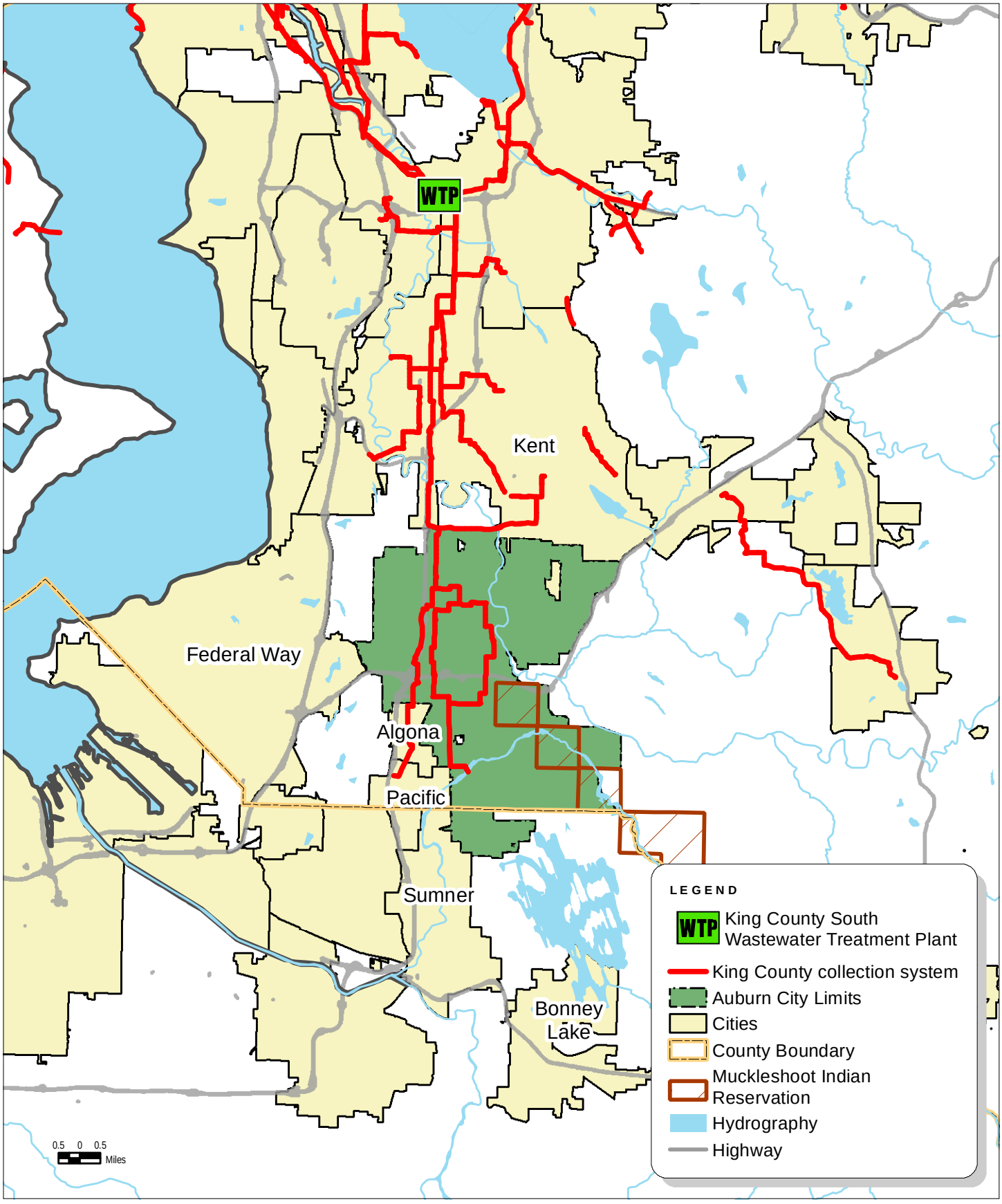
3,500 0 3,500 7,000 Feet

N

CITY OF AUBURN WASHINGTON

FIGURE 2-2
CITY OF AUBURN
COMPREHENSIVE SEWER
PLAN STUDY AREA

P:\Auburn\145308 Auburn Sewer Comp Plan Update_GIS\Projects\Plan Figures\fig_2-2_AuburnSewer_StudyArea 11x17.mxd



COMPREHENSIVE SEWER PLAN
December 2015

Brown AND Caldwell

CITY OF AUBURN WASHINGTON

FIGURE 2-1
VICINITY

P:\Auburn\145308 Auburn Sewer Comp Plan Update_GIS\Projects\Plan Figures\fig_2-1_Vicinity.mxd

2.4.3 City of Auburn Water Resources Protection Report

As identified in the City's 2009 *Sewer Plan*, coordination with the Water Utility will be necessary in the future, as many of the City's unsewered areas lie within the Water Resource Protection Areas identified in the *Water Resources Protection Report* completed in 2000. In particular, planning for future wastewater infrastructure could include the importance of removing potential contamination (i.e., onsite sewer systems) from the Water Resource Protection Areas, based on coordination with the Water Utility.

2.5 Neighboring Sewer Utilities

The communities that surround the city of Auburn administer their own wastewater conveyance and collection systems. The following sections describe these systems and discuss interlocal agreements between the City and these communities that establish SSSA boundaries and other conditions of service. Neighboring sewer utilities are identified in Figure 2-2.

2.5.1 Soos Creek Water and Sewer District and City of Kent

In the northeast corner of the city, within the Lea Hill sewer basin (as shown on Figure 4-1), are small areas served by the SCWSD and the City of Kent. In 2001, prior to annexation, the City of Auburn executed interlocal agreements with SCWSD and Kent establishing sanitary sewer service area boundaries. The agreements enable SCWSD and Kent to provide the most efficient method of sanitary sewer service to this portion of the city while ensuring that the City's development standards are maintained. Copies of these agreements are included in Appendix A.

2.5.2 City of Pacific

An interlocal agreement establishing sanitary sewer service area boundaries between the cities of Auburn and Pacific was executed in 2008. This agreement allows Auburn to provide sanitary sewer service to property located on the eastern portion of Pacific's municipal boundary, which lies in the vicinity of Auburn's wastewater infrastructure. The agreement recognizes that Auburn has sufficient wastewater conveyance capacity to support the SSSA with maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning. A copy of this agreement is included in Appendix A.

2.5.3 Muckleshoot Indian Tribe Reservation

The MIT reservation is located within and to the southeast of Auburn city limits, as shown in Figure 2-2. In 1997, the MIT, Indian Health Service, and City of Auburn entered into an agreement for the City to provide wastewater service to the MIT property located outside city limits, outside the potential annexation area (PAA), and outside the Urban Growth Area. An additional agreement, signed in 2004, outlined improvements to the conveyance system from the south end of the city on Auburn Way South to the connection to King County's M Street Trunk. Two outcomes of that agreement were that (1) the MIT become a component agency of the King County Wastewater Treatment Division, which officially occurred in July 2004, and (2) the MIT would own a portion of the capacity within the Auburn Way South sewer line for the conveyance of sewage to King County. Lands owned by the MIT within the City SSSA are billed as ordinary ratepayers. Development of lands within the MIT reservation must be in accordance with the agreement approved under Resolution 4902. MIT-related agreements are included in Appendix A.

2.5.4 Lakehaven Utility District

In 2004, an interlocal agreement was established between LUD and the City of Auburn delineating a mutual sewer service area boundary within a portion of the West Hill Service Area, an area recently annexed by the City. It was determined that LUD should continue to provide sewer service to this area in an efficient, cost-effective way.

An amendment to this agreement was established in 2005, transferring sewer service from LUD to the City for the area known as Jovita Heights-West Hill. Copies of both LUD agreements are included in Appendix A.

2.5.5 City of Algona

The city of Algona borders the city of Auburn to the southwest. In 2003, the cities of Algona and Auburn executed an interlocal agreement establishing sanitary sewer service area boundaries. The agreement allows Algona to provide sewer service to a small area in southwest Auburn, within the city limits and adjacent to Algona. Sewer service by Algona provides efficiency in the use of existing and future facilities. A copy of the Algona agreement is included in Appendix A.

2.5.6 City of Bonney Lake

An addendum to a 1998 interlocal agreement establishing sanitary sewer service area boundaries between the cities of Bonney Lake and Auburn to roughly coincide with Auburn's PAA boundaries was executed in February 2005. The addendum added a single parcel to the City SSSA because the parcel was partially located in both Auburn's and Bonney Lake's service areas as a result of the previous agreement.

In April 2005, an interlocal agreement was established for Auburn to provide sanitary sewer service to a parcel within Bonney Lake's SSSA (and designated within Pierce County's Urban Growth Area). The maximum efficiency in the use of existing and future facilities is achieved by having Auburn provide sewer service to this area within Bonney Lake. A subsequent agreement, executed in August 2005, allows for Bonney Lake to serve the parcel in question once a sewer franchise with Pierce County has been secured for the area of Pierce County in which this parcel is located. Copies of both Bonney Lake agreements are included in Appendix A.

2.5.7 King County

In 2002, the City of Auburn was granted a sanitary sewer franchise from King County to operate, maintain, repair, and construct sewer mains, service lines, and appurtenances in, over, along, and under County roads and rights-of-way in areas that at that time were located within unincorporated areas of King County. The legal descriptions of the areas covered by that agreement were updated through an amendment approved in January 2013. Copies of the agreement and amendment (Resolution 5027) are included in Appendix A.

Chapter 3

Wastewater System Policies

This chapter presents policies and standards that guide the operation and development of the City's wastewater collection and conveyance system. The policies and standards are derived from the City's Comp Plan, the Auburn City Code (ACC), and the 2009 *Comprehensive Sewer Plan*.

3.1 Sewer Comprehensive Plan Policies, Standards, and Guidelines

This Plan presents a number of policies or standards related to system development, maintenance, funding, and generally how the Utility should operate. Table 3-1 organizes these various policies or standards within topics related to service area, planning consideration, design standards, protection of the environment and public health, customer satisfaction, Utility financing, wastewater quality, business practice, and system performance and reliability. Taken together with the City Comprehensive Plan and ACC, these policies define limits and outline how the wastewater collection system shall be operated and maintained.

3.2 City Comprehensive Plan and Auburn City Code Goals and Policies

The City Comp Plan is the City's growth management plan and contains policies for protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive utility plans, and implementing them through capital investments and development regulations. Therefore, the Comp Plan provides a framework of policies for development, expansion, and maintenance of the Utility.

The ACC is a collection of all the regulatory and penal ordinances and certain administrative ordinances of the City. Title 13 of the ACC, Water, Sewers, and Public Utilities, contains the ordinances most relevant to how the Utility operates.

It is an overarching policy that the Utility will comply and follow the City Comprehensive Plan and ACC. References to the ACC are included in Table 3-1 where applicable.

3.3 Sanitary Sewer Level of Service

Wastewater utilities have begun to identify and articulate LOSs that define both the public service they provide and a measurable representation of that service. By defining service in a quantifiable way, the Utility is better able to determine whether it is meeting its own minimum performance standards and, conversely, determine whether reallocation of resources or additional funding may be justified to improve performance. Some LOSs might even be set for internal functions for the same reason of helping to prioritize spending by recognizing critical activities. Policies that reflect or help determine the LOS are spread throughout the various parts of Table 3-1, and are annotated with "LOS" under their item number.

3.4 Business Practices Policy

The City desires to employ recognized best business practices that result in efficient and cost-effective operation of the Utility. The City shall identify the key business functions within the Utility

(e.g., billing, permitting, asset management, and planning) and develop supporting best business practices for each. The Utility will conduct a performance audit every 6 years in conjunction with its capital projects planning cycle to evaluate how well best business practices are being implemented and how effective they are.

The City understands that defining and implementing best business practices is a long-term effort and will require a stepwise approach. Given that the Utility is made up largely of physical assets that have the greatest value and deserve the greatest commitment to operate and maintain, the City shall address the business practice of asset management first.

Asset management is a systematic approach to maintaining assets in good working order to minimize future costs of maintaining and replacing them, especially to avoid costly deferred maintenance. The best practices for asset management involve systematically basing choices on an understanding of asset condition and performance, risks, and costs in the long term. Asset best practices include:

- having knowledge about assets and costs (i.e., detailed inventories)
- maintaining desired LOSs confirmed by customers
- taking a life-cycle approach to asset management planning
- implementing the planned solutions to provide reliable, cost-effective service

The Utility shall begin implementing the above best practices during the next planning period and report progress annually. Policy items related to business practice include items 41–48 in Table 3-1.

Table 3-1. Sewer Comprehensive Plan Policies

Item	Policy, standard, or guideline statement	Related Auburn City Code
	Service Area	
1	The City of Auburn comprehensive planning includes the provision for future sewer service to all properties located within its current city limits and potential annexation area.	
2	The Utility will consider, but not encourage, providing sanitary sewer service to properties outside the SSSA. Property owners outside the SSSA bear the burden of approaching adjacent sewer providers for service.	
3	The Utility does not intend to extend sanitary sewer service to or through King County rural zoned property.	
4	Development where sewer service is not readily available may be served by individual onsite systems if the individual lots are suitable for onsite systems per the requirements and approval of King County or Pierce County Department of Health.	ACC 13.20.060 13.20.080 13.20.090
	Planning Considerations	
5	Future land use patterns for the SSSA are expected to correspond to existing uses or current designations.	
6 LOS	The City will size the sewer collection system for peak wet weather flow rates that include I/I flows. Gravity sewers will be sized to convey the peak hourly flow without surcharging.	
7 LOS	The City will size pump stations and force mains for peak wet weather flow rates that include I/I flows. Pump stations will be sized to convey the flow with one pump out of service.	
	Design Standards	
8	The City has the authority to set design standards. The technical criteria used by the City for the design and construction of its sanitary sewer infrastructure are based on the most recent versions of the Ecology publication *Criteria for Sewage Works Design* (CSWD) and Washington State Department of Transportation (WSDOT)/American Public Works Association (APWA) Standard Specifications. The City's modifications and supplements to this criterion are found in the City's Engineering Design Standards and Construction Standards.	ACC 13.20.270
9	It is the City's policy to transport sewage by gravity as the most cost-effective method.	
10	If public pump stations are required, the City will give preference to the construction of fewer large pump stations over a greater number of smaller pump stations.	

Table 3-1. Sewer Comprehensive Plan Policies		
Item	Policy, standard, or guideline statement	Related Auburn City Code
11	The City prefers to serve all properties by gravity sewer. Pumped systems will be allowed only when it is not feasible to install a total gravity system.	
12	Non-gravity services (e.g., grinder pumps, low-pressure force mains, or other onsite pumping facilities) are prohibited except in extenuating circumstances when service by gravity is infeasible. The cost of installation, operation, and maintenance of a non-gravity system shall be borne by the property owner, community association, developer, etc. The City will not install, own, or maintain (outside of emergencies) any part of a non-gravity system. The property owner shall select the non-gravity system from a list of accepted pump manufacturers and models. Prior to approval to install a non-gravity system, the property owner shall grant site access to the City for emergency repairs in circumstances where a prompt repair is necessary to reduce the risk of overflow (see related Policy 20).	ACC 13.20.500, 13.20.510
13	All work on side sewers shall be completed with City licensed side sewer contractors. Side sewer contractors shall have adequate financial resources for posting all required bonds commensurate with the size and type of work.	
14	Properties will be required to connect to the public sewer system in accordance with requirements listed in the ACC.	ACC 13.20.060
15	Private sewer systems are allowed within the SSA as long as they are designed and operated per City standards, including access, and not part of sewer extensions to other parcels. Multiple connections per parcel are allowed.	ACC 13.20.500
	Protection and Improvement of the Environment and Public Health	
16 LOS	The City will comply with all federal, state, and local regulations in operation and maintenance of the City's wastewater collection and conveyance infrastructure.	
17 LOS	The City will evaluate Utility activities to emphasize sustainability practices. City staff will identify specific areas to measure sustainability. Examples could include weighing energy consumption impacts more heavily during capital project development, selecting less impactful cleaning and maintenance products, and structuring maintenance activities to minimize vehicle travel miles. While maintaining minimum flows for efficient operation of the system, water conservation will be practiced whenever possible. City staff will benchmark practices and log changes.	
18 LOS	The City will support the use of reclaimed water technologies where economically feasible. City staff will evaluate opportunities for reclaimed water use and support initiatives where the benefits outweigh costs.	
19 LOS	The City shall pursue I/I reduction for the purposes of eliminating or reducing required capacity upgrades and reducing maintenance costs (to include reducing wear and tear on pump stations) when determined to be cost-effective.	
20	To protect public health and the environment, the City will require a property owner to promptly repair any non-gravity system failure. If the property owner fails to do so, the City will take such action as it deems necessary to prevent or rectify an overflow, including but not limited to temporarily suspending occupancy of the premises or repairing the non-gravity system at the property owner's expense.	ACC 13.20.500, 13.20.510
	Customer Satisfaction	
21 LOS	Utility service delivery. The City will create a baseline against which to evaluate future improvements and comparing to an annual assessment of complaints/citizen reports. The City will communicate proactively with the community and stakeholders regarding wastewater service improvements.	
	Utility Financing	ACC 13.20.044, 13.20.048, 13.20.410, 13.20.440
22	Capacity issues within the existing system created by future development should be funded by future developers.	
23	The Utility shall implement an adequate system of internal financial controls and shall adopt an annual budget.	
24	The Utility shall remain a self-supported enterprise fund; however, grants and other alternative financing may be sought and used.	
25	The funding for the CIP shall be sustained at a level sufficient to maintain system integrity.	
26	The Utility shall establish fees and charges to recover all Utility costs related to development.	

Table 3-1. Sewer Comprehensive Plan Policies		
Item	Policy, standard, or guideline statement	Related Auburn City Code
27	Sewer rates shall be established at a level sufficient to pay expenses and maintain adequate reserves.	
28	Sewer rates shall be evaluated as part of the budgeting process.	
29	The sewer rate structure shall allocate costs fairly among different customer classes.	
30	Rates charged shall be uniform for all Utility customers of the same class throughout the SSSA.	
31	Rate assistance programs may be provided for qualified specific low-income seniors or totally or permanently disabled citizens.	
32	The Utility should maintain adequate reserves for operation and maintenance, capital improvement, and Sewer revenue bond obligations in order to ensure that the Utility can provide continuous, reliable service and meet its financial obligations under reasonably anticipated circumstances.	
33	The City shall require new customers to substantially pay for the costs of improvements designed to accommodate growth, while the costs to operate, maintain, repair, and improve the existing system capacity are paid by all sewer system customers.	
34	The City will reinvest in Utility capital assets in order to ensure that the integrity of the existing Utility plant and equipment is maintained. This reinvestment is generally referred to as repair and replacement (R&R).	
35	In addition to projects designed to maintain and replace existing facilities, the City shall seek to invest annually in system improvements designed specifically to upgrade the system in order to meet State regulations and the City's standards and criteria. These improvements may include upgrades to the sanitary sewer supervisory control and data acquisition (SCADA) and data management systems, and upgrades to increase safety for both City personnel and the public, bring noncompliant infrastructure into compliance, and reduce environmental impacts.	
36 LOS	Appropriate rates and SDCs shall be assessed to fund the ongoing maintenance, operation, and capital expenditures of the Utility, in accordance with the Comprehensive Wastewater Plan. Periodic (typically every 5 years) cost of service studies shall be completed to reassess the monthly service and SDCs (both City and King County portions). Updates will coincide with 6-year CIP updates.	
37 LOS	The City will track the cost of claims as a metric. The City will create a baseline against which to evaluate future improvements.	
38 LOS	The City will track schedule and budget accuracy and performance in CIP implementation.	
	Wastewater Quality	
39	The City, in cooperation with King County, shall seek to maximize compliance with limits established in the ACC that designate prohibited discharges to the public sanitary sewer. Waters and wastes including, but not limited to, industrial process chemicals; pharmaceuticals; grit; and fats, oils, and greases (FOG) are limited or prohibited from discharge to the public sewer according to the code.	ACC 13.20.140, 13.20.156, 13.20.158, 13.20.160
40	The City will actively discourage discharge of "flushable" wipes and other non-dispersible products to the wastewater collection system.	ACC 13.20.140
	Business Practice	
41	The City will develop and implement system improvements, infrastructure renewal (repair, rehabilitation, or replacement), and M&O programs for the wastewater system according to asset management principles that address LOSs, address the triple bottom line (economic, social, and environmental benefits and costs), minimize asset life-cycle costs, and incorporate risk management into decision making.	
42 LOS	The City will monitor the frequency and causes of any service disruptions and develop programmatic methods for reducing the number of disruptions (e.g., backups). The City will investigate all customer service calls within 24 hours and record results in the computerized maintenance management system (CMMS). The City will develop an M&O plan to set goals for minimizing blockages, backups, response time, etc.	
43 LOS	The City will maintain an asset criticality database to be used in prioritizing asset maintenance and R&R. The existing criticality database will be refined to include more asset age and material information, and will be validated using the results of M&O inspections. The database will transition from a spreadsheet-based process to an integral process within the City's CMMS.	
44 LOS	The City will perform condition assessments of critical assets. The City will develop and implement a condition assessment schedule for all critical assets.	

Table 3-1. Sewer Comprehensive Plan Policies		
Item	Policy, standard, or guideline statement	Related Auburn City Code
45 LOS	The City will assign industry standard design lives for sewage assets. The actual physical assessment will be compared to the theoretical design life to determine the optimal economic life. The City will attempt to repair or replace system assets before they exceed their economic life. The number of high-criticality assets beyond their economic life will be minimized.	
46 LOS	The City will conduct maintenance activities at a level that is consistent with optimizing system reliability, asset economic life, and system performance. The City will develop schedules for maintenance of wastewater collection and conveyance assets and link its implementation to system performance; e.g., record instances of missed maintenance and identify inadequate performance related to maintenance (grease and roots blockages) including missed scheduled maintenance.	
47 LOS	The City will maintain a level of reliability for pump stations provided by redundancy of critical mechanical and electrical components. The City will provide backup power generators or dual power feeds and provide a minimum of two pumps at each City pump station.	
48 LOS	The City will implement the use of the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) for inspection of all pipelines, Lateral Assessment and Certification Program (LACP) for inspection of all laterals, and Manhole Assessment and Certification Program (MACP) for inspection of all manholes. The City will minimize the number of assets with condition grades of 4 and 5.	
System Performance and Reliability		
49	The City shall create, update on a routine basis, and use an emergency response plan for critical facilities.	
50	The City may work on private property on private assets when the private asset is negatively impacting the public system. If the condition requiring such work is the responsibility of the owner, the City shall seek to recover the costs for the work.	ACC 13.20.182, 13.2.510
51 LOS	The City may replace or repair private side sewers as part of a City initiated project to reduce I/I of extraneous water into the sanitary sewer system where shown to be cost-effective versus capacity improvements.	
52	The City will monitor the frequency, location, and details of all odor-related complaints. At a minimum, the City will respond, research the cause of, and propose control methods once three complaints per month at a site are documented.	
53	Adequate measures shall be taken to ensure system security. At a minimum, the City shall maintain security at pump stations by using the SCADA system (motion detection, intrusion alarms) to alert City personnel when unauthorized access is occurring.	
54	The City encourages employee participation in workshops, seminars, and other education programs to improve job skills. The City may pay fees and employees' time for the required certification testing, as well as required annual renewal fees if such certification is a job requirement.	

Chapter 4

Description of Existing System

This chapter describes the existing wastewater collection and conveyance system and SSSA. The City provides wastewater collection service to city residences and businesses through a variety of facilities including gravity sewers, pump stations, and force mains. The wastewater flow is conveyed to the King County Regional Wastewater System for treatment and disposal. The City's system consists of 15 sewer pump stations[1], approximately 5,200 manholes, and approximately 200 miles of sewers and force mains. The City's system is intended to collect and convey only sanitary flow, but the flow also includes rainfall-derived I/I. According to City staff, there are no known sanitary sewer overflows (SSOs) in the system.

4.1 Overview

For purposes of discussion, the City's wastewater collection system is divided geographically into five major sewer basins. The descriptions of the five major sewer basins (Valley, West Hill, Lea Hill, Auburn Way South, and South Hill) are presented below and shown on Figure 4-1.

4.1.1 Valley Sewer Basin

The Valley Sewer Basin is located on the valley floor and contains the oldest portions of the City's sewer collection system. Three primary King County trunk sewer lines (Stuck River Trunk Sewer, M Street Trunk Sewer, and Auburn West Interceptor Sewer) convey flow from south to north along this sewer basin, providing the backbone for service to Auburn. The Valley Sewer Basin receives flows from the other four sewer basins and conveys these flows to the King County sewer trunk lines. The topography of the valley is very flat with a minor incline, sloping down from the south end of Auburn (elevation 109 feet) to the north end of Auburn (elevation 53 feet). Seven pump stations are located within the Valley Sewer Basin to serve areas unable to reach the King County trunk lines by gravity. The City provides service to two small areas of unincorporated King County, located within the sewer basin. The Valley Sewer Basin is bounded by the Lea Hill and Auburn Way South sewer basins to the east, the South Hill Sewer Basin and the cities of Algona and Pacific to the south, the West Hill Sewer Basin to the west, and the city of Kent to the north.

4.1.2 West Hill Sewer Basin

The West Hill Sewer Basin is located on the West Hill above the valley floor. Flows from the West Hill Basin are conveyed to two King County trunk lines—the Auburn West Valley Interceptor and the Auburn Interceptor. One pump station, Peasley Ridge, serves a small area within the West Hill Sewer Basin. The West Hill Sewer Basin is bounded by the Valley Sewer Basin to the east, city of Algona to the south, LUD to the west, and city of Kent to the north.

The western boundary of the West Hill Sewer Basin, which is also the western boundary of the service area, was established by interlocal agreements with LUD in 2004 and 2005 (see Appendix A).

1 Utility staff also maintain five sewer pump stations owned by and serving other City agencies (see Chapter 7).

4.1.3 Lea Hill Sewer Basin

The Lea Hill Sewer Basin is the portion of the city located to the east of the Green River. Sewer flows exit the basin into the Valley Sewer Basin by river crossings at the 8th Street Bridge or the Green River Siphon (see Section 4.2.4). There is a significant unsewered area in the north portion of the Lea Hill Sewer Basin. A portion of the city of Kent lies within this sewer basin, and is served by City sewer infrastructure, including the new Verdana Pump Station. The northwest area of the sewer basin is served by SCWSD and the City of Kent (see Figure 4-1).

The north and east boundaries of the Lea Hill Sewer Basin are defined by a 2001 interlocal agreement with the City of Kent and by a 2006 interlocal agreement with the Soos Creek (see Appendix A).

4.1.4 Auburn Way South Sewer Basin

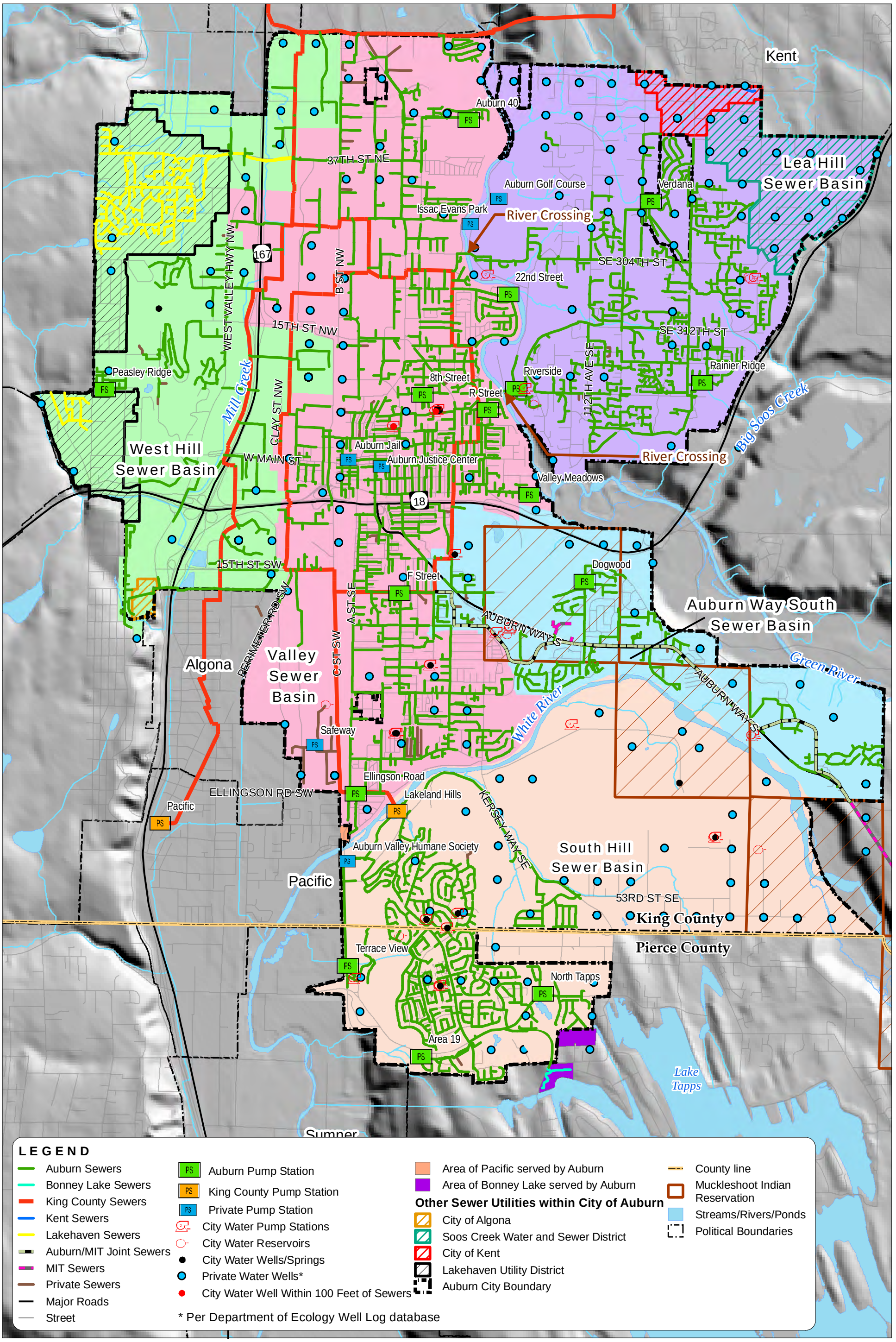
The Auburn Way South Sewer Basin is located east of the Valley Sewer Basin along Auburn Way South on the Enumclaw Plateau. It is geographically bounded by State Route 18 to the north and the White River to the south. The southeast portion of the Auburn Way South Sewer Basin borders the MIT reservation sewer service area. The City and the Muckleshoot Utility District (MUD) jointly own a major trunk line that discharges to King County's newly constructed Stuck River Trunk Line at the northwest edge of the sewer basin.

4.1.5 South Hill Sewer Basin

The South Hill Sewer Basin is bounded by the White River to the north and east, city of Pacific to the west, and city of Sumner and Pierce County to the south. The western half of the South Hill Sewer Basin has been developed as a residential area. Although most of the major sewer infrastructure serving the residential area is already in place, several significant developments are currently being constructed. The eastern half (east of Kersey Way) of the sewer basin is currently developed as low-density rural area and is unsewered. Three pump stations (Area 19, Terrace View, and North Tapps) serve the southern extent of the sewer basin. All of the flow from the South Hill Sewer Basin is conveyed to King County's Lakeland Hills Pump Station, from where it is pumped to King County's Lakeland Hills Trunk sewer located in the Valley Sewer Basin.

4.2 Sanitary Sewer Facilities

The following sections provide information regarding the City's wastewater facilities. Locations of the pumping facilities, river crossings, King County trunk lines, and other key system elements are shown in Figure 4-2. Ownership of interceptor and collection system pipelines is indicated on the figure by line color. Figure 4-2 also shows the City's potable water pumps, wells, and reservoirs. The City of Auburn draws its potable water from deep aquifer wells located throughout the city. While no sewage treatment facilities are located within the city, portions of the conveyance system are located in the vicinity of some of those wells. Most of the sewer lines are located more than the 100 feet from the wellheads as stipulated for new sewer works by Ecology's *Criteria for Sewage Works Design* (CSWD) (G2-1.5.3), two wellheads are located less than 100 feet from existing sanitary sewers, as shown on Figure 4-2.



COMPREHENSIVE SEWER PLAN
December 2015

Brown AND Caldwell

3,500 0 3,500 7,000 Feet

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CITY OF AUBURN WASHINGTON

FIGURE 4-2
EXISTING WASTEWATER
CONVEYANCE SYSTEM

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Unincorporated King County

Area of Kent served by Auburn Sewer System

Kent

Auburn Interceptor

37TH ST NE

B ST NW

WEST VALLEY HWY NW

167

SE 304TH ST

Lea Hill Sewer Basin

15TH ST NW

West Hill Sewer Basin

Auburn West Interceptor Sewer

SE 312TH ST

112TH AVE SE

Mill Creek

Valley Sewer Basin

W MAIN ST

Big Soos Creek

M Street Trunk Sewer

18

Auburn West Valley Interceptor

Auburn Way South Sewer Basin

A ST SE

C ST SW

Stuck River Trunk Sewer

AUBURN WAY S

Green River

Algona

Unincorporated King County

White River

Lakeland Hills Trunk Sewer

ELLINGSON RD SW

KERSEY WAY SE

South Hill Sewer Basin

Area of Pacific served by Auburn Sewer System

53RD ST SE

King County

Pierce County

Unincorporated Pierce County

Lake Tapps

Area of Bonney Lake served by Auburn Sewer System

Sumner

LEGEND

Sanitary Sewer Basins

- Auburn Way South
- Lea Hill
- South Hill
- Valley
- West Hill
- King County Collection System
- Major Roads
- Street
- Area of Pacific Served by Auburn
- Area of Bonney Lake Served by Auburn

Other Sewer Utilities within City of Auburn

- City of Algona
- Soos Creek Water and Sewer District
- City of Kent
- Lakehaven Utility District
- Auburn City Boundary
- County line
- Water
- Streams
- Streets
- Political Boundaries

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3,500 0 3,500 7,000 Feet

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CITY OF AUBURN WASHINGTON

FIGURE 4-1
SEWER SERVICE BASINS

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4.2.1 Critical Infrastructure

For planning purposes, the City considers all sewer pump stations, force mains, river crossings, and major trunk lines (pipes greater than or equal to 12 inches in diameter) to be critical infrastructure. Also, all gravity sewer lines serving the hospital, city hall, City maintenance facility, Justice Center, and fire stations are considered critical. These critical assets are shown in Figure 4-3.

4.2.2 Pump Stations

Since preparation of the *2009 Comprehensive Sewer Plan*, the City has constructed, replaced, or decommissioned several sewer pump stations. Recently constructed or replaced pump stations include Auburn 40 (new), Dogwood, Ellingson, and Verdana (new). Three decommissioned facilities include the D Street, Rainier Shadows, and White Mountain Trails pump stations.

The City currently has 15 pump stations within its SSSA. The pump stations are listed in Table 4-1 along with their location and year of construction or most recent replacement. More detailed information regarding the pump stations is provided in Appendix C.

Table 4-1. City of Auburn Sewer Pump Station Inventory

Pump station	Year constructed/replaced	Cross streets	Approximate address
South Hill Sewer Basin			
Area 19	2006	Lake Tapps Pkwy. E & west of 72nd St. SE	800 71st Street SE
North Tapps	2007	Lake Tapps Pkwy. SE & west of 176th Ave. E	2610 Lake Tapps Pkwy. SE
Terrace View	2007	East Valley Hwy. E & north of Terrace View Dr. SE	6005 East Valley Highway
Valley Sewer Basin			
Auburn 40	2010	42nd St NE & O Pl. NE	4159 O Pl. NE
Ellingson	2011	41st St. SE, East of A St. SE	40 41st St. SE
F Street	1980	F St. SE & 17th St. SE	1700 F St. SE
R Street	1977	R St. NE & 6th St. NE	600 R St. NE
Valley Meadows	1992	4th St. SE & V St. SE	2022 4th St. SE
8th Street	1974	J St. NE & 8th St. NE	900 8th St. NE
22nd Street	1967	22nd St. SE & Riverview Dr.	1950 22nd St. NE
Auburn Way South Sewer Basin			
Dogwood	2010	Dogwood St. SE & 15th St. SE	1423 Dogwood St. SE
West Hill Sewer Basin			
Peasley Ridge	2001	S. 320th St. & 53rd Ave. S	5225 S 320th St.
Lea Hill Sewer Basin			
Rainier Ridge	1980	125th Pl. SE & south of SE 318th Way	31809 125th Pl. SE
Riverside	1981	8th St. NE & 104th Ave. SE	31902 104th Ave. SE
Verdana	2011	118th Ave SE & SE 296th Pl.	11807 SE 296th Place (Kent)

4.2.3 Gravity and Force Main Collection System

The City sewer collection system includes approximately 195 miles of gravity and 5 miles of force main pipe. The collection system consists primarily of polyvinyl chloride (PVC) or concrete pipe with a diameter of 8 inches. Older areas of the collection system consist of clay pipe, which the City has been replacing with other material when repairs are required. The City is continually updating its digital geographic and record-keeping systems to include pipeline information such as age, diameter, and installation date. Figure 4-4 provides a visual representation (by overall system percentage) of pipeline characteristics, including unknown and/or unrecorded data. The largest current data gap is the installation date of collection system facilities. As part of the City's asset management efforts, City staff will verify collection system information during routine inspections.

Additional conveyance facilities, primarily owned by King County, are also located within the Auburn SSSA. King County conveyance facilities are discussed in Section 4.3.

4.2.4 Side Sewer Laterals

The Utility is responsible for the maintenance and repair of the portion of side sewer laterals within the right-of-way or public sewer easement.

4.2.5 River Crossings

The City of Auburn collection system contains two crossings of the Green River. The crossings are located at the 8th Street NE bridge and near 26th Street NE, and are shown in Figure 4-2. Detailed descriptions of each river crossing are provided below.

4.2.5.1 Green River Crossing (via 8th Street NE)

The first crossing of the Green River was constructed in 1965. The crossing consists of a cast-iron pipe mounted on the 8th Street NE bridge. Because the bridge is at a higher elevation than the bank on either side, the pipe does not have a positive downhill slope across the bridge and must rely on upstream pressure developed in the line as it comes down Lea Hill to force the flow across the bridge. For this reason, the pipe on the bridge and continuing up Lea Hill approximately 900 linear feet, is constructed of 14-inch-diameter cast-iron pressure pipe. At the bottom of the hill, just upstream of the bridge, a valve chamber houses a mechanically operated control valve. The valve was designed to remain closed until pressure, as caused by the upstream pipe filling, opens the valve, and releases the flow across the bridge. Flow within this sewer segment is sufficiently high to maintain continuous scouring flow along the flat portion of the pipeline.

4.2.5.2 Green River Crossing (via Inverted Siphon at 26th Street NE)

The inverted siphon across the Green River near 26th Street NE was constructed in 1986 and includes parallel 8- and 12-inch-diameter siphon pipelines. The 8-inch-diameter siphon is typically in use. When increased flows occur, wastewater will be redirected to the 12-inch-diameter siphon. If needed, both siphons are capable of operating together. The siphon facility includes a flushing manhole, located in Isaac Evans Park.

AUBURN 40
PS
37TH ST NE
VERDANA
PS
River Crossing
SE 304TH ST
22ND STREET
PS
SE 312TH ST
RAINIER RIDGE
PS
RIVERSIDE
D STREET
PS
112TH AVE SE
Big Soos Creek
River Crossing
VALLEY MEADOWS
PS
167
WEST VALLEY HWY NW
B ST NW
15TH ST NW
PEASLEY RIDGE
PS
Mill Creek
8TH STREET
PS
PS
CITY HALL
W MAIN ST
AUBURN JUSTICE CENTER
18
CITY MAINTENANCE FACILITY
DOGWOOD
PS
F STREET
PS
A ST SE
C ST SW
AUBURN WAY S
Green River
White River
AUBURN WAY S
ELLINGSON ROAD
ELLINGSON RD SW
PS
LAKELAND HILLS
PS
KERSEY WAY SE
53RD ST SE
King County
Pierce County
TERRACE VIEW
PS
NORTH TAPPS
PS
AREA 19
PS
Lake Tapps

LEGEND

Critical Facilities

- Critical Service
- Fire Station
- Hospital
- Pump Stations
- Critical Sewers
- County line
- King County Sewers
- Sewers
- Major Roads
- Street
- City of Auburn Sewer Service Area
- Streams/Rivers/Ponds

COMPREHENSIVE SEWER PLAN
December 2015

Brown AND Caldwell

3,500 0 3,500 7,000 Feet

N

CITY OF AUBURN WASHINGTON

FIGURE 4-3
CRITICAL SEWERS

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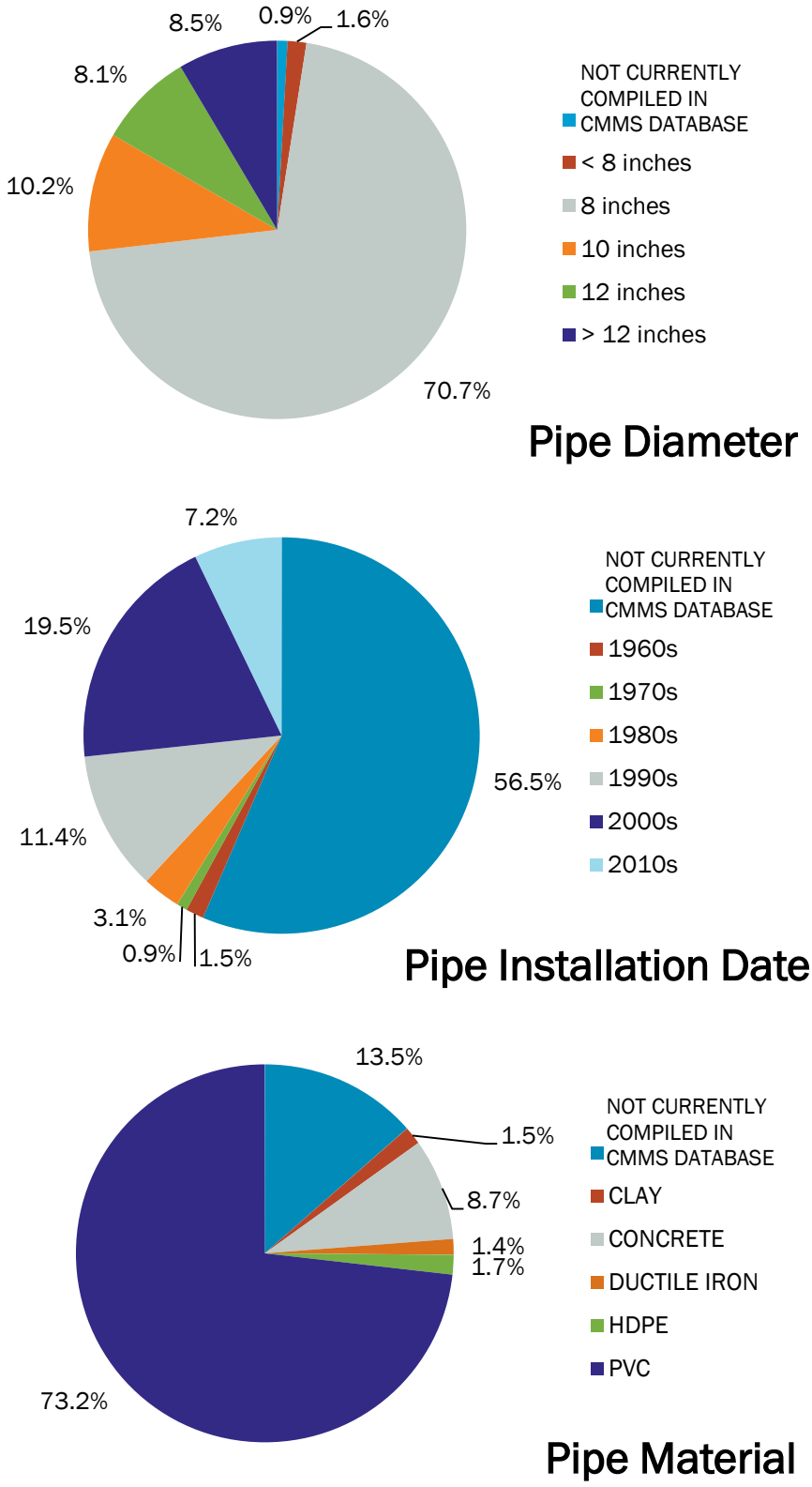


Figure 4-4. City of Auburn collection system summary statistics

4.3 King County Conveyance

The King County wastewater conveyance facilities serving the City include the Auburn Interceptor, Auburn West Valley Interceptor, Auburn West Interceptor, M Street Trunk sewer, the newly constructed Stuck River Trunk sewer, the Lakeland Hills Trunk sewer, and the Lakeland Hills Pump Station. As shown on Figure 4-2, the King County facilities convey wastewater from the south to the north, collecting flow from the Auburn SSSA. The Auburn West Valley Interceptor begins in Algona and flows through the West Hills sewer basin. The Lakeland Hills Trunk sewer and Auburn West Interceptor carries flow from the Lakeland Hills Pump Station north. The M Street Trunk sewer lies mainly on the eastern side of the Valley basin. The Stuck River Trunk sewer extends from the south end of the M Street Trunk sewer in a westerly direction, where it intersects the Lakeland Hills Trunk sewer. All flows are conveyed to the King County South Treatment Plant in Renton, Washington.

King County recently proposed several modifications to its conveyance system, to be completed in two phases, to address projected capacity limitations. Phase A consisted of constructing a new sewer, called the Stuck River Trunk sewer, to convey wastewater flow from the south end of the existing M Street Trunk sewer and route it west to the Lakeland Hills Trunk sewer. Phase A construction was completed in 2013. Phase B is currently under design and is planned for completion in 2016. Phase B consists of constructing a new sewer, called the Auburn West Interceptor Parallel, which will run parallel to the existing King County Auburn West Interceptor sewer. This pipe will run north from the intersection of Perimeter Road and 15th Street SW, cross under State Route 18, and connect to the existing Auburn West Interceptor at West Main Street and Clay Street in Auburn. Phase B also includes a new pipeline to carry wastewater north from the city of Pacific to Auburn. The sewer will run from King County's Pacific Pump Station to the new Auburn West Interceptor Parallel.

4.4 Infiltration and Inflow

King County has been conducting studies of existing I/I conditions in various local sewer agencies, including the city of Auburn, since 2000 as part of a Regional I/I Control program within the overall RWSP. The studies (see www.kingcounty.gov/environment/wastewater/II/Resources/Reports.aspx) include flow monitoring, modeling, construction of pilot I/I reduction projects, and follow-up analyses to determine the cost-effectiveness of various approaches. As a result of the study findings, King County plans to undertake several I/I reduction projects; however, no capital projects are currently planned for construction in Auburn.

The I/I within the City's SSSA was assessed as part of the modeling for the RWSP. The simulated I/I flows for some model basins exceeded the 1,100 gallons per acre day (gpad) King County standard[2], as discussed in Chapter 5. The City will address I/I through the evaluation of its construction standards, annual repair and replacement (R&R) projects, and the development of projects to address large sources of I/I identified by maintenance staff. Furthermore, the City will include a project as part of the CIP (see Chapters 6 and 9) that will monitor flows within the collection system over the next 5 years. The data collected will be used for future system capacity modeling and I/I assessment.

4.5 Industrial Waste Discharges

As part of its conveyance service, the City accepts industrial waste from permitted industrial waste dischargers. King County staff manage the industrial waste program, including permitting,

[2] King County Code (KCC), Section 28.84.050

inspection, record-keeping, and enforcement. At present, the City does not project future industrial expansion; however, a policy is in place to collaborate with King County regarding permitting processes if expansion should occur. Table 4-2 below identifies the current industrial waste dischargers within the City SSSA. For updated Industrial Waste Discharge Permit information, contact King County's Industrial Waste Program by phone (206.477.5300) or email (Info.KCIW@kingcounty.gov).

Table 4-2. City of Auburn Industrial Waste Discharge Permits

Company name	Business type	Address	Permit type
Accurate Industries	Metal Finishing: CFR 433	233 D Street NW	Permit
Aero Controls, Inc.	Metal Finishing: CFR 433	1610 20th Street NW	Minor Discharge Authorization
American Powder Coating	Metal Fabrication	3802 B Street NW	Letter of Authorization
Auburn Dairy Products	Food Processing: Dairy	702 West Main Street	Major Discharge Authorization
Auburn School District: Riverside High School Ballfield Construction Project	Construction Dewatering	501 Oravetz Road SE	Letter of Authorization
Auburn, City of: 30th Street NE Storm Drainage Construction Project	Construction Dewatering	30th Street NE and Auburn Way	Minor Discharge Authorization
Auburn, City of: Decant Facility	Decant Station	1305 C Street SW	Major Discharge Authorization
Black Oxide, LLC	Metal Finishing: CFR 433	131 30th Street NE, Suite 25	Permit
Boeing Commercial Airplane: Auburn	Metal Finishing: CFR 433	700 15th Street SW	Permit
ChemStation	General Type	3104 C Street NE, Suite 202	Letter of Authorization
Formula Corp.: Auburn	General Type	4432 C Street NE	Major Discharge Authorization
Hexacomb Corp.	General Type	2820 B Street NW, Suite 111	Letter of Authorization
Hospital Central Services Association, Inc.	Laundry: Linen	1600 M Street NW	Major Discharge Authorization
Merrill Gardens at Auburn Construction Project	Construction Dewatering	South Division Street	Letter of Authorization
Oldcastle Precast	Cement/Readymix	2808 A Street SE	Major Discharge Authorization
Ply Gem Pacific Windows Corporation	Manufacturing: Misc	5001 D Street NW	Minor Discharge Authorization
Safeway, Inc.: Auburn Distribution Center	Vehicle Washing	3520 Pacific Avenue South	Letter of Authorization
Skills, Inc.: Auburn Facility	Metal Finishing: CFR 433	715 30th Street NE	Permit
TMX Aerospace	General Type	5002 D Street NW, Suite 104	Major Discharge Authorization
Tri-Way Industries, Inc. (Auburn)	Metal Finishing: CFR 433	506 44th Street NW	Permit
Waste Management: South Sound	Container Washing	701 2nd Street NW	Minor Discharge Authorization

City maintenance staff manage commercial dischargers in accordance with ACC Chapter 13.22. Maintenance activities related to commercial pretreatment facilities, specifically the City's Fats, Oils, and Grease (FOG) Reduction Program, are discussed in Section 7.3.

4.6 Water Reclamation and Reuse

Reclaimed water is wastewater that has been treated to a level at which it can be used safely and effectively for beneficial, non-drinking water purposes. The City does not currently use reclaimed water because there are no nearby sources or transmission pipelines for reclaimed water, and there

are no users within the SSSA with significant volume needs that would drive implementation of reuse projects.

This section summarizes the regulatory framework surrounding the generation and use of reclaimed water, potential reclaimed water sources and users, and City planning for near-term reclaimed water use within the City SSSA.

4.6.1 Regulatory Framework

The state has identified reclaimed water as an important water resource management strategy that can offer benefits related to potable water supply, wastewater management, and environmental enhancement. State law supports the beneficial reuse of reclaimed water for consumptive applications (such as irrigation, commercial and industrial process use, etc.) and non-consumptive purposes (including groundwater recharge via surface percolation or direct injection, wetland enhancement, and stream flow augmentation).

DOH and Ecology have developed standards that guide the planning and development of reclaimed water projects and systems. These standards, summarized in the jointly published *Water Reclamation and Reuse Standards* (September 1997), describe the allowable beneficial uses of reclaimed water and the required levels of treatment appropriate for each use. The Standards establish four classes of reclaimed water; A, B, C, and D. Class A reclaimed water represents the highest level of treatment, referring to water that is oxidized, coagulated, filtered, and disinfected to certain standards. Of all levels of reclaimed water, Class A is acceptable for the widest range of uses. Additional clarification and guidance related to the design of reclaimed water facilities are provided in Ecology's CWSD (Ecology, 2008).

Ecology prepared draft reclaimed water regulations (WAC 173-219) to further define and provide guidance for reclaimed water facilities and uses. The rule-making process began with legislation in 2006 that amended the Reclaimed Water Use Act, Revised Code of Washington (RCW) Chapter 90.46, and directed Ecology to coordinate with DOH, form a stakeholder Rule Advisory Committee, and adopt a comprehensive rule for reclaimed water use by December 2010. The overall goal was to develop a Reclaimed Water Program through rule, guidance, and statute that runs smoothly and consistently while protecting public health and the environment. Several drafts of the proposed rule were made available for review by stakeholders, and significant comments were submitted, but the rule-making process was suspended by executive order before it could be completed. Ecology reactivated the rule-making process in June 2014 with implementation of the adopted rule estimated to occur in early 2016.

4.6.2 Potential Reclaimed Water Sources

This section identifies potential sources of reclaimed water in the vicinity of the City SSSA.

4.6.2.1 King County

City of Auburn wastewater is treated at King County's South Treatment Plant, located in Renton, approximately 13 miles north of Auburn. Although South Plant does generate reclaimed water for onsite uses and nearby irrigation and habitat restoration, there are no existing or planned transmission lines south to the City of Auburn. The status of current King County reclaimed water comprehensive planning is discussed in Section 4.6.3.

4.6.2.2 City of Sumner

The City of Sumner wastewater treatment plant is located approximately 8 miles south of the city of Auburn. Sumner does not currently produce reclaimed water for offsite uses, but the City will continue to monitor Sumner's plans for reclaimed water use to determine if transmission of

reclaimed water from Sumner to the City of Auburn is feasible and cost-effective for potential users within the City of Auburn SSSA.

4.6.2.3 Lakehaven Utility District

LUD owns and operates two wastewater treatment plants, the Lakota and Redondo facilities, located approximately 7 miles to the west and northwest of the city of Auburn. LUD does not currently produce reclaimed water, but has evaluated the feasibility of producing reclaimed water for landscape irrigation and groundwater recharge. Because the Redondo facility site is limited with respect to expansion area, reclaimed water improvements, if implemented, would likely occur at the Lakota facility. The City will continue to monitor LUD planning efforts with respect to reclaimed water production and reuse.

4.6.2.4 City of Auburn

Although the City of Auburn does not operate a centralized wastewater treatment plant, a smaller, satellite reclaimed water production facility could feasibly be installed at one of the City's pump stations. A satellite facility could be used to capture wastewater flows from a specific basin, and then generate reclaimed water for uses nearby. While a range of treatment approaches may be employed at a satellite facility, many utilities are implementing membrane bioreactor (MBR) technology in these types of applications, because of the small footprint required relative to other, more conventional forms of wastewater treatment. Solids generated at the satellite facility would be returned to the collection system and conveyed to King County's South Treatment Plant.

4.6.3 Potential Reclaimed Water Users

Starting in 2009, King County began development of a Reclaimed Water Comprehensive Plan to evaluate expansion of its existing reclaimed water program over a 30-year period. The City of Auburn has supported the County's planning process by providing non-potable water use data by specific parcel. City staff and elected officials have also participated in reclaimed water workshops held at key points in the County planning process. Although the Reclaimed Water Comprehensive Plan is not complete, the County has identified and recommended policies to be further developed moving forward. The County recommends optimizing existing reclaimed water infrastructure and investments, with no further expansion of the reclaimed water program.

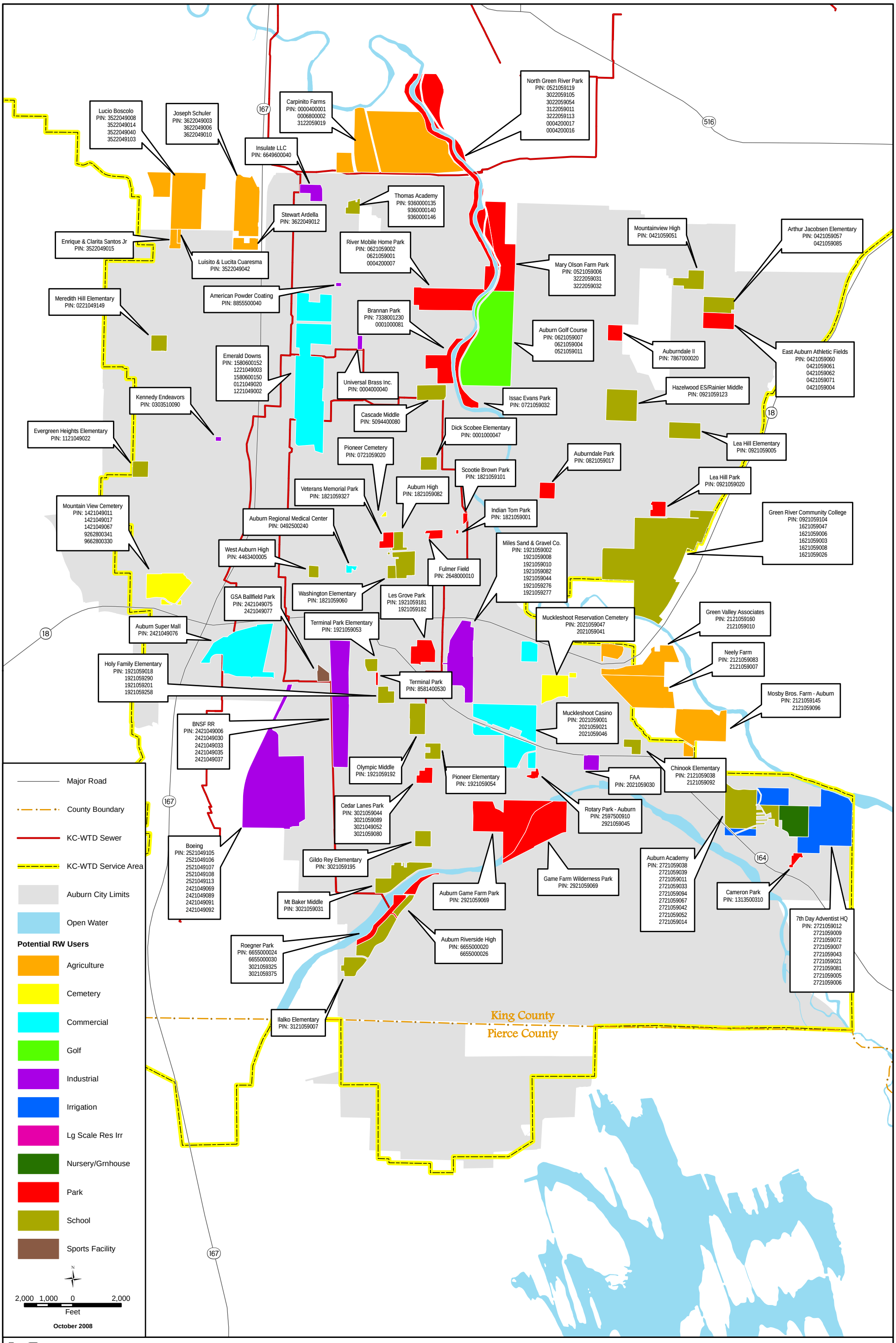
Figure 4-5, from King County's Reclaimed Water Comprehensive Plan, presents the location of potential reclaimed water users within Auburn city limits, color-coded by use. Most identified uses of large volumes of water are for irrigation, which is seasonal use (approximately 4 months per year. The industrial/commercial uses identified could use reclaimed water throughout the year, but none of the identified users are currently a high-volume water user.

4.6.4 Reclaimed Water Summary

The City of Auburn is not planning any specific capital improvements related to producing and/or conveying reclaimed water for the following reasons:

- King County sources of reclaimed water are unlikely to be developed for use within the City SSSA in the near term.
- The City currently has adequate water supply and the need for offsetting potable water demands is low at this time.
- The capital costs related to design, construction, and permitting of a reclaimed water production facility and conveyance system to serve identified uses is not justified by generally seasonal demand and absence of financial benefit.

The City acknowledges the value that a reclaimed water program might offer in the future, especially if a nearby reclaimed water source with associated conveyance piping is extended to the City's SSSA. The City will continue to monitor reclaimed water planning by nearby purveyors, the adequacy of the City's water rights to meet current and future potable water demand, and the industrial user base to evaluate whether reclaimed water is a feasible and economically viable alternative. City staff will also continue to participate in King County's reclaimed water comprehensive planning process to promote the City's interests in County policies, criteria, and implementation strategies.



King County
Department of
Natural Resources and Parks
Wastewater Treatment Division

File Name: Q:\\WTD\Projects\BW_Reuse\Projects\auburn_users.mxd - Shari Cross

Data Source: King County

FIGURE 4-5

Potential Reclaimed Water Users Within Auburn City Limits

Chapter 5

Wastewater System Analysis

This chapter describes the analyses completed as part of this Plan, in support of CIP development. The specific analyses include hydraulic modeling of the City's sewer conveyance system, assessing I/I, identifying sewer extensions needed to provide service to the entire city, and developing system requirements for incorporating an asset management tool into the City's computerized maintenance management system (CMMS). These analyses are described in more detail below.

5.1 Hydraulic Capacity Analysis

The purpose for updating the hydraulic model of the City's sewer system was to incorporate facilities constructed since the model was originally built, recalibrate the model with new King County flow meter data, and provide an assessment of system capacities for current and projected wastewater flows. The capacity assessment provides the basis for identifying improvements that may be necessary for the Utility to achieve the adopted LOS discussed in Chapter 3. The capacity assessment is summarized below and presented in more detail as Appendix B.

5.1.1 Hydrologic and Hydraulic Model

The hydraulic capacity analysis was completed using an H&H model of the City's collection and conveyance system. The City provided an existing model using the DHI MIKE URBAN modeling platform for this analysis. The model was updated with those major sewer facilities not already included. In addition, sewered areas and population were updated in the model using data provided by the City, including GIS data, Puget Sound Regional Council (PSRC) population projections, and updated zoning/land use planning.

The updated model was used to simulate base and wet weather wastewater flow for current and projected (i.e., 20-year planning period) scenarios. The projected scenario incorporated estimated future population and sewer area expansion. While future water conservation efforts may reduce the overall volume of sewage discharged to the system, the effect of the efforts on the ability of the system to convey wastewater is assumed insignificant and not incorporated in the modeling. The simulated wet weather flow has a recurrence interval of 20 years, which is the LOS defined for wastewater collection and conveyance (see Section 3).

The model hydrology was calibrated using data from the King County Decennial Flow Monitoring Project, which is part of the County's Conveyance System Improvement (CSI) program. There were 15 County flow monitoring locations in the Auburn system. King County also provided the calibrated models of their system near Auburn. The resolution (number of flow meters used for the service area) of these calibrated models was less than the City desired, but the County's models provided a useful starting point for calibrating the City's model.

5.1.2 Assessment Criteria

The ratio of simulated depth to pipe diameter (d/D) for the 20-year flow was used to determine the adequacy of existing and future conveyance system capacity. In an unpressurized pipe, or a pipe with open-channel flow characteristics, the hydraulic grade line (HGL) is the elevation of the water surface within the pipe, or the d value. In a pipe that is surcharged (pressurized flow), the HGL is defined by

the elevation to which water would rise in an open pipe, or manhole, as shown in Figure 5-1. In hydraulic terms, the HGL is equal to the pressure head measured above the invert of the pipe.

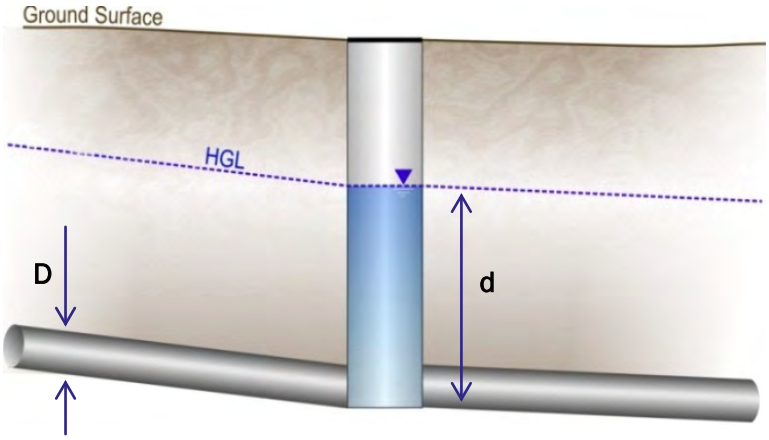


Figure 5-1. HGL for surcharged condition

Pipes that surcharge frequently do not meet the LOS and should be upsized (or the tributary I/I reduced). Additionally, surcharging can reduce pipe lifespan and cause unexpected failures. If the surcharge depth is significant, then there is a risk of sanitary sewer overflows (SSOs) or sewers backing up into basements. Therefore, the freeboard, defined as the distance between the water surface in the manhole and the ground surface, should be considered when assessing conveyance system capacity. The amount of freeboard (distance between HGL and ground surface) for the upstream manhole, in each surcharging pipe, is included in the model output table in Appendix B.

The approach for determining which pipes need to be upsized (to provide additional capacity) was based on the amount of surcharging. If a surcharged (d/D > 1) pipe was less than 6 feet below the ground surface, as simulated for the 1-in-20-year evaluation storm event, then the pipe was identified as requiring an upsize (or capacity reclaimed through reduction of I/I). The depth of 6 feet was selected because this is considered low enough beneath the ground surface to avoid back up of sewer flow in basements. This criterion was evaluated for both existing and future (2020) conditions.

As flows increase in the future, City staff will need to monitor water surface elevations during large storm events throughout the system to determine when pipes should be upsized. If the observed surcharging increases to the point of risking property or becoming an SSO, then the pipe or pipes should be upsized (or I/I reduction sought). This approach will help to provide confidence that the City has adequate capacity for conveying the design flows without spending more capital dollars than necessary.

New gravity sewers would be designed to convey the once per 20-year peak hour flow without surcharging. New or modified pump stations would be designed to convey the once per 5-year flow with one pump out of service and to convey the once per 20-year flow with all pumps in service.

5.1.3 Existing-Conditions Evaluation

The existing-conditions scenario represents the existing conveyance system under current flow conditions during the 20-year wet weather event. The results of this analysis identify any hydraulic deficiencies currently within the system. Based on discussions with City staff, the model predictions generally support their observations of no current capacity problems.

Highlights of the modeling results are discussed below. The detailed results (i.e., modeled sewer statistics) for the current (existing) conditions planning scenario are shown in Appendix B.

5.1.3.1 Gravity Sewers

The existing-conditions modeling revealed surcharging throughout the conveyance system with more than 100 sewer pipes showing mostly minor surcharging. Surcharged sewers include all City-owned pipes with a modeled d/D ratio of greater than 1.0. In addition, flooding to the ground surface (i.e., SSO) was predicted at a single location, along Boundary Boulevard SW on the southwestern limits of the city. The location of the SSO and surcharged sewer pipes are shown on Figure 5-2, and listed in Appendix B. The freeboard, predicted by the model, for those pipes with surcharge, is provided in Appendix B.

The location predicted to have a SSO by the model is adjacent to King County's Auburn West Valley Interceptor. King County is currently planning to change the discharge location of the upstream Pacific Pumping Station from this interceptor to the Auburn West Interceptor. This change will reduce the hydraulic grade line downstream of the predicted SSO in the City, which would have a positive effect. In addition, the simulated SSO is not corroborated by City observations. Therefore, no capital project is proposed for this location.

A majority of the identified surcharging sewer pipes are adjacent to King County sewer pipes. The surcharging at these locations is due mostly to the hydraulic grade line in the County's sewer pipes, and not because of insufficient capacity in the City's sewer pipes. None of these locations had surcharge within 6 feet of the ground surface. However, the City should observe these locations during wet weather in the event the surcharging increases. If chronic surcharging near the ground surface is observed, then King County should be notified. King County addresses capacity issues of its assets with its Conveyance System Improvements (CSI) program.

Surcharging in the remaining (City) sewer pipes was minor. The surcharge in each sewer pipe was more than 6 feet below the ground surface. Therefore, no capital projects are proposed to address capacity in the City's conveyance system. Sewer pipes simulated to surcharge should be observed during wet weather events to determine if, and when, improvements may be required to prevent basement backups or SSOs.

5.1.3.2 Pump Stations and Force Mains

Pumping station and force main flow statistics are listed in Table 5-1. The locations of the stations are shown in Figure 5-2. The table shows the model estimates for inflows to the pumping stations. These flow values are compared to the stations rated flow capacity. The F-Street pumping station is the only location where the model estimated flow is higher than the rated capacity. The estimated capacity shortfall is relatively small, about 30 percent, and City staff reported no issues at this location. This model result should be further confirmed by frequent monitoring of pump run times (SCADA information), field observations of water levels in the wet well and upstream sewers during wet weather, or upstream flow monitoring as part of CIP project 9 (see Chapter 7).

The table also shows the maximum force main velocity, based on the pumping station rated capacity. In general, the maximum velocity should not exceed 7 feet per second to avoid increased pump power consumption. The only pumping station with an excessive maximum velocity is Ellingson Road. Pump operating procedures at this pumping station should be evaluated in an effort to address the excessive force main velocity. However, because of the short length of the force main, approximately 50 feet, this is not a major concern.

Table 5-1. Simulated 20-Year Flows to Pumping Stations, Existing Conditions Scenario					
Pumping station[a]	Current pumping rated capacity[b], gallons per minute (gpm)	No. of pumps	Existing peak 20-year flow, gpm	Force main size, inches	Maximum force main velocity[c], fps
Area 19	325	2	22	6	3.7
Terrace View	675	2	21	8	4.3
Ellingson Road	1,527	2	1,054	8	9.7
F Street	400	2	528	8	2.6
Riverside	400	2	54	6	4.5
R Street	100	2	79	4	2.6
Peasley Ridge	275	2	31	6	3.1
Rainer Ridge	200	2	109	6	2.3
Valley Meadows	125	2	63	4	3.2
22nd Street	550	2	167	6	6.2
D Street	400	2	97	6	4.5
8th Street	150	2	9	4	3.8
North Tapps	510	2	55	8	3.3
Verdana	2,000	3	727	12	5.7
Dogwood	300	2	151	6	3.4

a. *The Auburn 40 pump station was not modeled for the plan because it is relatively new and serves a small area in the city.*

b. *The rated pumping capacity, or firm capacity, is based on pump station operation without the use of one (redundant) pump. Use of all the pumps at a pump station does not provide pumping redundancy as per U.S. EPA requirements.*

c. *The maximum velocity based on firm pumping capacity. Velocities exceeding 7 feet per second (fps) are generally to be avoided. Velocities in excess of 7 fps result in significant increases in pump power consumption.*

5.1.4 Future-Conditions Evaluation

The results of the future-conditions scenario modeling are described in this section. This scenario represents the conveyance system with any known, future improvements, and estimated future flows during the 20-year wet weather event. Future flows for 2020 and 2034, based on projected growth in the city, were simulated. The detailed results (i.e., modeled sewers) for the future-conditions scenario are provided in Appendix B.

5.1.4.1 Gravity Sewers

The future model incorporated King County's planned improvement to the Pacific Pumping Station force main. As described above, this planned improvement will redirect current pump station discharge from King County's West Valley Interceptor to the County's West Interceptor. This change in discharge location eliminated the flooding predicted at Boundary Boulevard for existing conditions, for both 2020 and 2034 future conditions.

There was no predicted flooding in the City's conveyance system for the future conditions. The locations of surcharged sewer pipes for the 2020 and 2034 future conditions are shown on Figure 5-2 and listed in Appendix B. The remaining freeboard predicted by the model, for those pipes with surcharge, is provided in Appendix B.

Auburn 40
37TH ST NE
Auburn Golf Course
Verdana
Issac Evans Park
WEST VALLEY HWY NW
167
B ST NW
SE 304TH ST
22nd Street
15TH ST NW
SE 312TH ST
112TH AVE SE
Peasley Ridge
Riverside
Rainier Ridge
8th Street
R Street
Mill Creek
CLAY ST NW
Auburn Jail
Auburn Justice Center
W MAIN ST
Valley Meadows
18
15TH ST SW
Dogwood
F Street
BOUNDARY BLVD SW
PERIMETER RD SW
A ST SE
C ST SW
AUBURN WAY S
Green River
White River
Safeway
Ellingson Road
ELLINGSON RD SW
Lakeland Hills
Pacific
KERSEY WAY SE
Auburn Valley Humane Society
53RD ST SE
King County
Pierce County
Terrace View
North Tapps
Area 19

LEGEND

- Simulated surcharge
- Simulated flooding
- Model sewer pipe
- Auburn sewer
- King County sewer
- PS Auburn Pump Station
- PS King County Pump Station
- PS Private Pump Station
- Major Roads
- Street
- Auburn City Boundary
- County line
- Muckleshoot Indian Reservation
- Streams/Rivers/Ponds

COMPREHENSIVE SEWER PLAN
December 2015

Brown AND Caldwell

3,500 0 3,500 7,000 Feet

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CITY OF AUBURN WASHINGTON

FIGURE 5-2
WASTEWATER MODEL NETWORK AND RESULTS - EXISTING CONDITIONS, 20-YR FLOW

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The future 2034 model results are shown mostly for reference. No capital projects are proposed based on these model results because the uncertainty associated with predictions this far in the future is very high. However, the 6-year planning horizon is more certain, and making decisions for this time period is necessary for sound management of the City's sewer utility. Therefore, the discussion here will focus on the 2020 model results.

There were about 125 sewer pipes predicted to surcharge for the future (2020) conditions, which was not significantly more than the existing-conditions evaluation. Similar to the existing-conditions scenario, many surcharged pipes were adjacent to King County pipes. These are not considered to be issues for the City, as described previously. The predicted surcharge in the remaining pipes was mostly minor with the hydraulic grade line being more than 6 feet beneath the ground surface.

There were two locations where the surcharge was less than 6 feet below ground: upstream and downstream of the Verdana Pumping Station. Neither of these locations has a simulated water surface within 4 feet of the ground, so there is minimal risk of SSO, based on the model results. The surcharge upstream of the pumping station appears to be caused by relatively small (8-inch diameter) pipes (according to the City's GIS) entering the station. This information should be field verified and water levels in the upstream sewer pipes monitored during wet weather prior to a capital project being developed. The surcharge downstream of the pumping station is also downstream of a flow diversion manhole installed during construction of the Verdana Pumping Station. This flow diversion potentially provides the City flexibility in operation to reduce the predicted surcharging by sending more flow away from the surcharging. Again, no capital project should be developed to address this surcharging until visual monitoring confirms excessive surcharge, and operational changes are deemed insufficient to address the surcharge.

As a result of the future-conditions (2020) hydraulic analysis, no sewer pipe replacement capital projects are proposed.

5.1.4.2 Pump Stations and Force Mains

Pumping station flow statistics are listed in Table 5-2. The locations of the stations are shown in Figure 5-3. Similar to the existing-conditions modeling, the F-Street Pumping Station is shown to have insufficient firm capacity. This pumping station is not currently recommended to be replaced, based on the same reasoning explained in the existing-conditions section. Future flow metering data, including data developed based on CIP project 9 (see Chapter 7), will help add fidelity to the hydraulic model and will shape future evaluations of the conveyance system.

Table 5-2. Simulated 20-Year Flows to Pumping Stations, Future (2020) Conditions Scenario[a]			
Pumping station[b]	Current pumping rated capacity[c], gpm	No. of pumps	Existing peak 20-year flow, gpm
Area 19	325	2	22
Terrace View	675	2	29
Ellingson Road	1,527	2	1,055
F Street	400	2	535
Riverside	400	2	63
R Street	100	2	82
Peasley Ridge	275	2	42
Rainer Ridge	200	2	116
Valley Meadows	125	2	71
22nd Street	550	2	175
D Street	400	2	102
8th Street	150	2	9
North Tapps	510	2	92
Verdana	2,000	3	953
Dogwood	300	2	154

a. *The maximum force main velocity is not provided for future conditions because it is estimated based on the pumping stations firm capacity, and not modeled flows. So, the maximum force main velocities are the same for existing and future conditions.*

b. *The Auburn 40 pump station was not modeled for the plan because it is relatively new and serves a small area in the city.*

c. *The rated pumping capacity, or firm capacity, is based on pump station operation without the use of one (redundant) pump. Use of all the pumps at a pump station does not provide pumping redundancy as per U.S. EPA requirements.*

Auburn 40
37TH ST NE
Auburn Golf Course
Verdana
Issac Evans Park
167
WEST VALLEY HWY NW
B ST NW
SE 304TH ST
22nd Street
15TH ST NW
SE 312TH ST
112TH AVE SE
Peasley Ridge
Mill Creek
CLAY ST NW
8th Street
R Street
Riverside
Rainier Ridge
Auburn Jail
Auburn Justice Center
W MAIN ST
Valley Meadows
18
15TH ST SW
F Street
Dogwood
BOUNDARY BLVD SW
PERIMETER RD SW
A ST SE
C ST SW
AUBURN WAY S
Green River
White River
Safeway
Ellingson Road
ELLINGSON RD SW
Lakeland Hills
KERSEY WAY SE
Pacific
Auburn Valley Humane Society
53RD ST SE
King County
Pierce County
Terrace View
North Tapps
Area 19

LEGEND

- 2020 simulated surcharge
- 2034 simulated surcharge
- Model sewer pipe
- Auburn sewer
- King County sewer
- PS Auburn Pump Station
- PS King County Pump Station
- PS Private Pump Station
- Major Roads
- Street
- Auburn City Boundary
- County line
- Muckleshoot Indian Reservation
- Streams/Rivers/Ponds

COMPREHENSIVE SEWER PLAN
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3,500 0 3,500 7,000 Feet

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FIGURE 5-3
WASTEWATER MODEL NETWORK AND RESULTS - FUTURE CONDITIONS, 20-YR FLOW

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5.2 Inflow and Infiltration

The current levels of I/I in the Auburn sewer system do not appear to be causing capacity-related issues. However, pipes will continue to degrade, allowing more infiltration into the system, and populations are expected to rise within the SSSA, both increasing flows to the sewer system. If I/I capacity-related issues occur in the future, then reducing the amount of I/I in the collection system can improve the hydraulic capacity of the system such that some pipes may not need to be replaced. In addition, I/I reduction can help to prevent some types of structural failures and reduce M&O requirements. It is recommended that Auburn complete an initial I/I investigation to augment currently available data and prepare a baseline that future studies can be compared against. This information will help to inform the decision when it is appropriate to fund and implement an actual I/I management program.

The primary components of an I/I management program are shown in Figure 5-4. This figure depicts the necessary components to successfully manage the project (Program Charter), identify the issues (Problem Determination), identify proper corrections (Correction Implementation), evaluate the work completed (Effectiveness Evaluation), and set a long-range plan (Long-Range Planning).

5.2.1 Initial Inflow and Infiltration Assessment

The King County flow monitoring included 15 flow meter basins that impact City of Auburn sewers. Two of these basins are located outside of Auburn's purview: one is located in Algona and in the other basin, while within city limits, the sewers are owned and maintained by LUD. These basins were compared to each other and ranked based on high, medium, and low I/I based on the 25-year I/I rates normalized on inch-diameter/miles of the flow meter basin. The results of this are shown in Figure 5-5. The two basins located outside of Auburn's control that were evaluated showed high levels of I/I. It is recommended that Auburn share the results of this evaluation with Algona and LUD.

King County has an I/I standard of 1,100 gpad based on peak 20-year I/I rates for sewered areas. Values in excess of 1,100 gpad are considered to be excessive. The area is based on King County's GIS layer "*sewerland.*" This file delineates King County's service area as sewered or unsewerable (parks, cemeteries, etc.). The calculated I/I rates for each sewer basin (see Appendix B, Figure 3-1) are presented in Table 5-3. This shows that all but two basins have excess I/I based on King County standards.

Table 5-3. King County I/I Rates

Sewer basin	Sewered area (ac)	I/I (gpad)	Sewer basin	Sewered area (ac)	I/I (gpad)
ABN008	270	1,630	LakelandHills_WW	716	325
ABN022	393	2,809	LKH001A	318	2,067
ABN023	106	4,452	MSTTR02A	1,476	2,186
ABN024	136	833	MSTTR22A	851	6,237
ABN027	397	1,458	MSTTR48	895	4,197
ABN032	175	11,161	WINT003	96	7,996
AUBRN53	255	21,251	WINT038	723	1,452
AUBWV016	1,513	4,561			

The U.S. Environmental Protection Agency (EPA) recognizes that many collection system SSOs are the result of high flows associated with wet weather events. Consequently, in some instances, language has been added to National Pollutant Discharge Elimination System (NPDES) permits requiring the permittee to take actions to reduce I/I within the sanitary collection system. To be proactive, it is recommended that Auburn further evaluate I/I rates with additional flow monitoring and data evaluation.

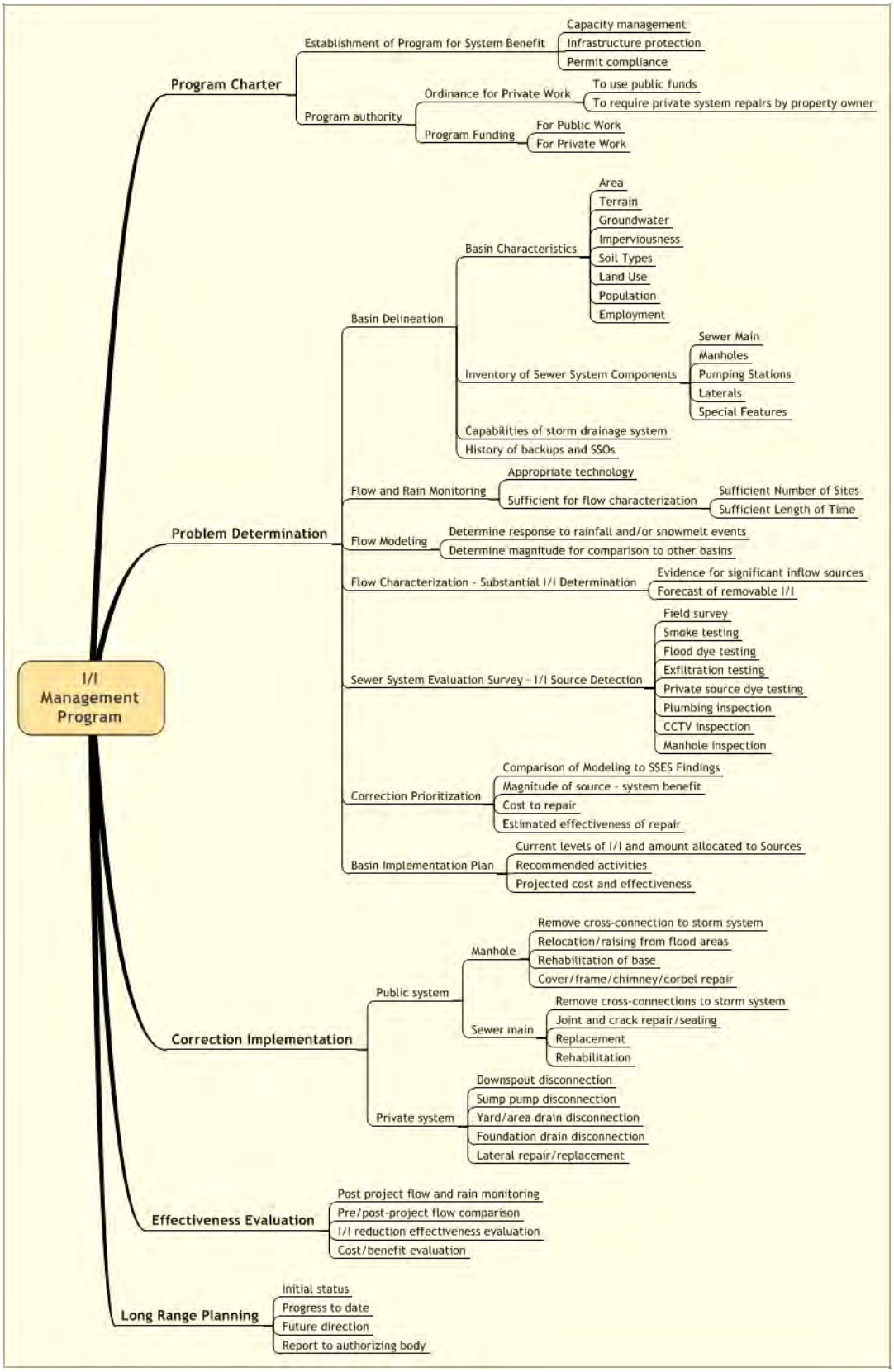

Figure 5-4. Primary components of an I/I management program

Kent
Auburn 40
37TH ST NE
Auburn Golf Course
Issac Evans Park
Verdana
SE 304TH ST
22nd Street
SE 312TH ST
Rainier Ridge
Riverside
8th Street
R Street
112TH AVE SE
Big Soos Creek
Peasley Ridge
Mill Creek
WEST VALLEY HWY NW
167
B ST NW
15TH ST NW
CLAY ST NW
W MAIN ST
Auburn Jail
Auburn Justice Center
Valley Meadows
18
15TH ST SW
F Street
Dogwood
A ST SE
C ST SW
PERIMETER RD SW
AUBURN WAY S
Algona
Green River
White River
Safeway
Ellingson Road
ELLINGSON RD SW
Lakeland Hills
KERSEY WAY SE
Pacific
Auburn Valley Humane Society
53RD ST SE
King County
Pierce County
Terrace View
North Tapps
Area 19
Lake Tapps
Sumner
Pacific

LEGEND

- Flow Meter Locations
- Auburn Sewers
- Bonney Lake Sewers
- King County Sewers
- Kent Sewers
- Lakehaven Sewers
- MIT Sewers
- Private Sewers
- PS Auburn Pump Station
- PS King County Pump Station

I/I Level

- High
- Medium
- Low
- High/Not COA
- Major Roads
- Street

Other Sewer Utilities within City of Auburn

- City of Algona
- Soos Creek Water and Sewer District
- City of Kent
- Lakehaven Utility District
- Auburn City Boundary
- County line
- Streams/Rivers/Ponds
- Political Boundaries

COMPREHENSIVE SEWER PLAN
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3,500 0 3,500 7,000 Feet

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FIGURE 5-5
INFLOW AND INFILTRATION
COMPARATIVE LEVELS

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5.3 Sewer Extensions

A City goal is to be able to serve every parcel within city limits with sanitary sewer service. Currently many areas within city limits are served by onsite systems (septic tanks) or are undeveloped.

The City's GIS information was used to lay out an extension plan and to determine where gravity service was feasible. This was accomplished by comparing inverts of the existing collection system, topography, assuming minimal allowable slopes of 0.5 percent, and the location of unserved parcels. In some locations, gravity service appears to be infeasible and pump stations are required to convey sewage to existing infrastructure. It is estimated that up to six new pump stations may be required to have citywide sewer service. While the pump stations were not individually sized, they would all be small in nature, generally less than 500 gpm. In addition, gravity service is not a viable option for about 64 parcels within city limits. These parcels will have to use mechanical means, such as individual grinder pumps, to be connected to the City's system. The proposed conceptual sewer extension plan is shown on Figure 5-6.

City wide, the plan estimates the need for the following capital improvements and, for planning-level construction cost estimates (in 2014 dollars), the following unit costs are recommended:

- 261,250 feet of 8-inch-diameter gravity pipe: $500/foot
- 8,650 feet of 4- to 8-inch-diameter force main: $400/foot
- 6 pump stations: $500,000/each (assuming no property acquisition)
- 64 non-gravity services (grinder pumps or equivalent): $10,000/each
- 7,500 feet of 2-inch-diameter low-pressure force main: $250/foot

The city was subdivided into concentrated groupings of proposed sewer extensions. Estimated construction costs for sewer extensions were calculated for each basin based on the number of assets within their area and the above unit costs. The results of this are shown in Figure 5-7. The total estimated construction cost to extend service to all parts of the city is estimated to be around $140 million. In general, such future extensions would be constructed by future development or by the properties benefiting from such extensions.

Auburn 40 PUMP STATION
Auburn Golf Course PUMP STATION
Issac Evans Park PUMP STATION
Verdana PUMP STATION
22nd Street PUMP STATION
Peasley Ridge PUMP STATION
8th Street PUMP STATION
Riverside PUMP STATION
R Street PUMP STATION
Rainier Ridge PUMP STATION
Auburn Jail PUMP STATION
Auburn Justice Center PUMP STATION
Valley Meadows PUMP STATION
Dogwood PUMP STATION
T Street PUMP STATION
Safeway PUMP STATION
Ellingson Road PUMP STATION
Lakeland Hills PUMP STATION
Auburn Valley Humane Society PUMP STATION
Terrace View PUMP STATION
North Tapps PUMP STATION
Area 19 PUMP STATION

King County
Pierce County

LEGEND

Proposed Sewers
- Proposed Gravity
- Proposed LPFM
- Proposed Force Main
- Proposed Pump Station
- Ex. COA Pump Station
- Ex. King County Pump Station
- Ex. Other Pump Station

King County Sewers
- Force Main
- Gravity Main

Auburn Sewers
- Force Main
- Gravity Main
- Private Force Main
- Private Gravity Main
- City of Auburn Sewer Service Area
- County line
- Buildings
- Paved Surfaces
- Water Bodies
- Wetlands
- Parcels
- Steep Slopes

December 2015

FIGURE 5 - 6

CITY OF AUBURN COMPREHENSIVE SEWER PLAN

EXISTING AND PROPOSED SEWER FACILITIES

1,000 0 1,000 2,000 Feet

1 inch = 1,000 feet

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4,650 8" Pipe - $2,325,000
900' FM - $360,000
1 PS - $500,000
38 Grinder Pumps - $380,000
4,300' 2" FM - $1,075,000
Total - $11,740,000

4.050' 8" Pipe - $2,025,000
550' FM - $220,000
1 PS - $500,000
Total - $2,745,000

3,950' 8" Pipe - $1,975,000

4,650' 8" Pipe - $2,325,000
2,350' FM - $940,000
1 PS - $500,000
Total - $3,765,000

2,000' 8" Pipe - $1,000,000

5,750' 8" Pipe - $2,875,000

2,250' 8" Pipe - $1,125,000

4,400' 8" Pipe - $2,200,000

3,950' 8" Pipe - $1,975,000

7,800' 8" Pipe - $3,900,000

3,200' 8" Pipe - $1,600,000

7,900' 8" Pipe - $3,950,000
2,000 FM - $800,000
1 PS - $500,000
Total - $5,250,000

2,650' 8" Pipe - $1,325,000

6,600' 8" Pipe - $3,300,000

8,000' 8" Pipe - $4,000,000

5,000' 8" Pipe - $2,500,000

7,000' 8" Pipe - $3,500,000

8,500' 8" Pipe - $4,250,000
2,000 FM - $800,000
1 PS - $500,000
Total - $5,550,000

3,100' 8" Pipe - $1,550,000

12,200' 8" Pipe - $6,100,000

3,900' 8" Pipe - $1,950,000

24,200' 8" Pipe - $12,100,000
850' FM - $340,000
1 PS - $500,000
Total - $12,940,000

24,000' 8" Pipe - $12,000,000
4 Grinder Pumps - $40,000
1,000' 2" FM - $250,000
Total - $12,290,000

5,200' 8" Pipe - $2,600,000

Rest of City
77,350' 8" Pipe - $38,675,000
5 Grinder Pumps - $50,000
800' 2" FM - $200,000
Total - $38,925,000

4,800' 8" Pipe - $2,400,000
13 Grinder Pumps - $130,000
1,000' 2" FM - $250,000
Total - $2,780,000

LEGEND

- Proposed Gravity Extension
- Proposed LPFM Extension
- Proposed Force Main Extension
- Proposed Pump Station
- Existing Pump Stations
- King County Sewers
- Existing Sewers
- Major Roads
- Street
- County Line
- Streams
- Water
- Parcels
- City of Auburn Sewer Service Area

COMPREHENSIVE SEWER PLAN
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3,500 0 3,500 7,000 Feet

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FIGURE 5-7
SEWER EXTENSION
FOR UNSEWERED AREAS
ESTIMATED COSTS

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5.4 Asset Management

All utilities manage their assets in one way or another through maintenance practices, capital improvement projects, and R&R activities. Asset management is a systematic approach to maintaining assets in good working order to minimize future costs of maintaining and replacing them, especially to avoid costly deferred maintenance. The best practices for asset management involve systematically basing choices on an understanding of asset condition and performance, risks, and costs in the long term. Asset best practices include:

- having knowledge about assets and costs (i.e., detailed inventories)
- maintaining desired LOSs
- taking a life-cycle approach to asset management planning
- implementing the planned solutions to provide reliable, cost-effective service
- establishing funding levels and rates to support ongoing infrastructure rehabilitation or replacement projects

The first step to effectively managing sewage assets is to establish LOS goals for the City as described in Chapter 3 of this Plan. The second step is preparing a comprehensive inventory of the assets. The next steps include performing asset assessments and economic analyses to estimate life-cycle costs and the risk associated with each of the City's wastewater assets.

The 2009 *Comprehensive Sewer Plan* included development of an economic life assessment tool to help with asset management. An economic life analysis identifies optimal timing for facility replacement or repair and prioritizes facilities for maintenance attention. The analysis assisted with achieving the City's goals for capital program development, which include sustainably meeting required customer service levels, effectively managing risks, and minimizing the City's costs of ownership. The analysis also helped with defining M&O program recommendations and aids the Utility's continuing efforts to achieve a proactive maintenance environment. The economic life assessment tool was a standalone, Excel-based application that required external data to be fed into the model. Since 2009, the City has migrated to the use of Cartegraph, the City's CMMS, for systems operations. With the data in Cartegraph there is the opportunity to migrate the standalone economic life assessment tool to reside within Cartegraph and run more regularly.

Evaluations completed for this Plan consisted of developing a system requirements specification for integrating the pipe criticality model into the City's asset management system, Cartegraph. Once the pipe inventory is complete (updating GIS to include all required information), and the pipe criticality model is implemented within Cartegraph, the economic life model can be rerun and used to inform future R&R priorities. Currently, the economic life model includes only collection system piping, and there is an opportunity to expand the model to include manholes and pump stations.

Further discussion of asset management, and why and how it can be further used to help manage the sanitary sewer system, is provided in Section 9.3.

Chapter 6

Maintenance and Operations

This chapter provides an overview of the organization and common procedures associated with the ongoing maintenance and operation of the City of Auburn sewer utility system, with the primary purpose of establishing a baseline understanding of the proactive and responsive maintenance procedures performed by City staff. This baseline understanding is used herein to evaluate Utility staffing, data collection and computerized record-keeping needs, and other Utility needs necessary to continue to meet LOS goals.

The City sewer system, described in detail in Chapter 4, currently consists of approximately 200 miles of collection system piping, approximately 5,200 manholes, 15 sewer utility pump stations, and 3 siphons and serves more than 18,000 Utility customers. Utility staff also maintain seven stormwater pump stations and five sewer pump stations servicing facilities owned by other City agencies.

6.1 Utility Responsibility and Authority

This section provides an overview of the Utility organization and basic information related to Utility staffing, training, and education.

6.1.1 Organizational Structure

The Utility is operated as a utility enterprise under the direction of the Community Development and Public Works Department (CDPW) Director. CDPW is responsible for planning, design, construction, operation, maintenance, quality control, and management of the sewer system. The City has a mayor-council form of government; therefore, the CDPW Director reports to the Mayor. The Mayor and City Council provide oversight for the implementation of policies, planning, and management for the Utility.

The Engineering Services Division (Engineering) within CDPW is the lead group for comprehensive sewer system planning; development of a CIP; and the design, construction, and inspection of projects related to the sewer system. The City Engineer/Assistant Director of Engineering oversees Engineering and reports directly to the CDPW Director.

The Storm/Sewer Manager oversees the Utility, and is responsible for its day-to-day maintenance and operation. The Assistant Director of Public Works Operations, who reports to the CDPW Director, oversees the Storm/Sewer Manager, who in turn oversees 10 employees including a field supervisor.

The location of the Utility within the overall CDPW organizational structure is shown in Figure 6-1.

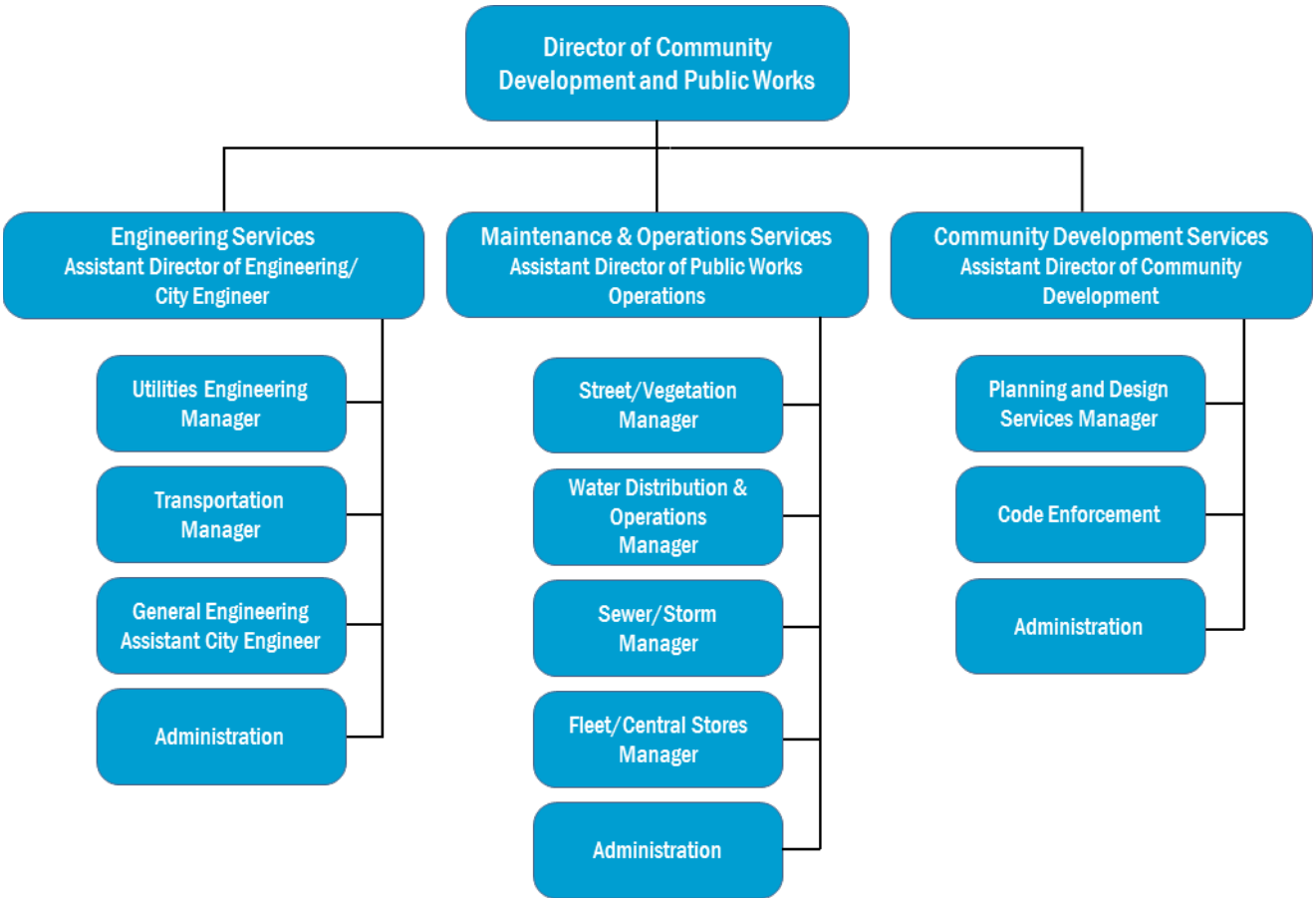


Figure 6-1. City of Auburn Department of Community Development and Public Works organizational chart

6.1.2 Staffing Level

The Utility currently employs nine full-time M&O field staff plus a manager and a field supervisor, who perform administrative duties. This chapter does not include an evaluation of Utility management, including regulatory compliance, planning, and coordination with other City departments. The position titles and primary functions of the full-time M&O field staff working within the Sewer Division are shown in Table 6-1.

Table 6-1. Sewer Utility M&O Field Personnel

Position	Primary function(s)
Sewer/Storm manager	Utility administrative duties
Sewer field supervisor	Supervision of field staff
Sewer specialist	Two full-time staff dedicated to pump station inspection and maintenance
Maintenance worker II	Six full-time staff dedicated to field inspection and maintenance
Maintenance worker I	One full-time staff dedicated to field inspection and maintenance

6.1.3 Level of Service

The Utility operates in accordance with the LOS criteria outlined in Chapter 3, and internally adopted goals integral to meeting those levels. These goals are generally based on the current staffing level and tasks deemed most critical to the City and its residents. However, the existing staffing requirements discussed in Section 6.6 include near-term goals, which may not be met by existing active staff.

6.1.4 Operator Training and Education

The City recognizes the value of having a knowledgeable and well-trained staff operating the Utility, and encourages employees to obtain the highest level of training available. At this time, the State of Washington does not require certification for sewer maintenance operators but the City would support any effort to establish certification for these positions. Seminars, conferences (specifically the annual Washington Wastewater Collection Personnel Association [WWCPA] conference), and college coursework have become tools to advance knowledge for maintenance staff with subjects covered including safety, pumps, generators, forklift training, confined space, first aid, CPR, and electric and electronic fundamentals.

Many M&O staff are specialized in specific job functions, which can promote expertise through specialization but also has the potential to limit the ability of the Utility to absorb absences due to vacation, sickness, retirement, and termination. To mitigate this limitation, the City has broadened the scope of the Utility's education system by initiating a formal cross-training program.

6.2 Routine Operations

Routine M&O activities for the Utility can be divided into functional groups by facility type, as described in the following sections.

6.2.1 Pump Station Maintenance

Utility staff are responsible for maintenance of 27 pump stations, including 15 sewer utility stations (see Chapter 4), 7 stormwater utility stations, and 5 pump stations serving facilities owned by other City agencies, at the Auburn Golf Course, Auburn City Hall, Auburn Justice Center, Isaac Evans Park, and Auburn Valley Humane Society. M&O activities include scheduled weekly and monthly equipment and grounds maintenance as well as emergency generator testing and maintenance. Pump station maintenance is a full-time commitment for two Utility staff, including a maintenance worker and a sewer specialist.

6.2.1.1 Weekly Activities

Weekly pump station inspections are intended as a quick check to ensure proper operation and performance, and to identify potential non-emergency concerns to be addressed during scheduled monthly maintenance. Equipment maintenance schedules are based upon manufacturers' recommendations for preventive equipment maintenance. Depending on the site and time of year, grounds maintenance may also be performed weekly or postponed for monthly maintenance.

Weekly pump station maintenance activities include the following tasks:

- perform a general visual inspection of grounds and pump station structure or vault
- check equipment for abnormal vibrations
- check lubrication of all pumping equipment
- check and clean, as needed, seal filters
- check ultrasonic level sensor

- check pump run times
- bleed lines of moisture
- inspect/exercise control valves
- check wet well for debris
- manually run pump and observe wet well level

Weekly inspection activities are intended to be completed in less than 1 hour for each pump station.

6.2.1.2 Monthly Activities

Monthly pump station maintenance activities incorporate weekly activities while allowing more time for detailed maintenance and to address any concerns identified during previous weekly maintenance. Monthly maintenance can be particularly important for older pump stations, where equipment and facilities require more attention. Engine-generators are also inspected and tested on a monthly basis.

Monthly pump station maintenance activities include the following tasks:

- inspect and test engine-generators (see below)
- inspect pump station mechanical bypass pumping
- flush sump pit and manually run sump pump
- clean pump station interior and, at a minimum, wipe down control panels and pumps, and wash down/disinfect floor
- inspect fall restraint system
- spot-check control system and telemetry alarms

Duration of monthly inspection activities varies widely depending upon the age/condition of the pump station and observations made during previous weekly inspections. On average, monthly inspections are assumed to be completed within 2 hours at each pump station.

6.2.1.3 Generator Testing and Maintenance

City M&O staff perform limited maintenance on emergency generators serving sewer and stormwater pump stations, primarily to verify the generator's ability to perform in an emergency. Emergency generators are exercised and fuel levels are evaluated during monthly maintenance activities. Private contracting services are used for detailed generator maintenance. It is recommended that detailed generator maintenance be performed annually.

Permanent generators are located at all 15 Utility-owned sewer pump stations. Three of the stormwater pump stations are equipped with permanent engine-generators. During a power outage, pump stations at City Hall and the Justice Center are run via generators that serve the building. Those two generators are not maintained by the Utility. Pump stations not served by permanent generators can be operated using portable generators owned and maintained by CDPW.

6.2.1.4 Wet Well Cleaning and Inspection

Wet well cleaning is performed as needed, but on average is necessary twice annually. Some pump stations in service areas with a noted high amount of FOG accumulation require cleaning at a higher frequency (see Section 6.3).

Although the City owns a vactor truck, pump station wet well cleaning is performed by a private contractor that can more efficiently clean multiple facilities in a single day because of a larger vactor truck volume. During cleaning, wet wells are drained and the inside is cleaned with high-pressure water. Accumulated FOG and sludge/sediments are suctioned from the wet well by the contractor

and transported to a disposal facility. During cleaning, City staff inspect all floats, sensors, and other hardware while the wet well is drained and they also visually inspect the wet well structure for damage.

6.2.2 Collection System Maintenance

Utility staff are responsible for maintenance of approximately 200 miles of collection system piping and approximately 5,200 manholes. M&O activities include pipe cleaning/jetting, closed-circuit television (CCTV) inspection, and manhole maintenance.

6.2.2.1 Manhole Maintenance

Manhole maintenance includes initial inspection and potential follow-up cleaning and/or repair. Inspection is performed by one person using utility mapping to locate the targeted facilities. The inspection includes the following:

- visual confirmation of proper flow conveyance
- assessment of solids buildup in the manhole
- evaluation of structural damage or wear and the integrity/condition of manhole covers and ladder rungs

Follow-up cleaning and maintenance work orders are generated based upon the results of initial inspection and typically include a two-person crew. Based upon recent maintenance history, it is estimated that approximately 1 in 10 manhole inspections leads to further cleaning. The City estimates that a total of 50 manholes per year require some repair.

6.2.2.2 Sewer Pipeline Cleaning and CCTV Inspection

Cleaning and inspection of the sewer system is performed using City-owned vactor/jet truck and CCTV equipment. Cleaning and CCTV inspection are typically performed in tandem from manhole to manhole by a two- or three-person crew[3] for each task.

Jetting of sewer pipelines and subsequent vactor truck removal is the principal means of removing debris, sludge, FOG, and obstructions from the sewer system. A hose with a special end fitting is inserted into a pipe and high-pressure water (up to 2,500 pounds per square inch [psi]) is sent through the hose. The high-pressure water exits the small hole at the tip of the nozzle, breaking down and/or scouring obstructions. Debris is then removed via suction by the vactor truck equipment at each manhole.

Following cleaning, CCTV inspection is performed to identify structural defects and potential pipeline leaks. Routine CCTV inspection of the sewer system is an essential component of the M&O program as it can identify trouble spots before larger failures occur and can provide the City with accurate information about the condition of the sewer collection system. Since the end of 2007, inspection reports and digital video captured by the CCTV crews have been stored within the City's computer network (PIPELOGIX software). While the ability to edit information in PIPELOGIX is limited to licensed machines, the PIPELOGIX reader is available for all City staff. Currently, the City does not have the ability to transfer the data stored in PIPELOGIX, specifically a summary of pipe condition, to the more comprehensive data stored within Cartegraph, the Utility CMMS software. A primary goal of the Utility in the near future is to use the results of CCTV inspection to populate pipe conditions fields within Cartegraph in order to provide a more accurate planning tool based upon the known condition of wastewater system assets.

[3] Although a three-person crew is assigned to these tasks, work may proceed with a two-person crew (at a slower rate) in the case of employee absence. The staffing evaluation in Section 6.6 assumes a three-person crew for pipeline cleaning and CCTV.

The City's goal is to clean and inspect all sewer collection pipes, using the NASSCO PACP, within the system on a 5-year cycle[4]. On average, a three-person crew can clean approximately 3,000 feet of pipe per day or inspect approximately 1,500 feet of pipe per day.

6.2.3 Field Operations

In addition to the M&O activities discussed in Sections 6.2.1 and 6.2.2, the Utility typically maintains a two-person field crew that performs a variety of other ongoing Utility functions. The Utility is also available to assist other Public Works divisions such as Water, Stormwater, or Transportation during manpower shortages or emergencies. Sewer staff perform liaison functions with Engineering and construction inspections for new projects, repairs, or modification of existing lines.

Currently, the services for Utility locates are performed by two designated locators who are under the supervision of the Water Division Manager.

Examples of field operations activities include:

- Repair: Sewer staff perform repair of minor pipe breaks/leaks and other system infrastructure.
- Engineering: Sewer staff often provide facility inspection services for Engineering projects and support Engineering through visual observation in the field.
- Vehicle and equipment maintenance: The Utility maintains an extensive inventory of equipment available to respond to problems or emergencies. The fleet is currently equipped with seven trucks, one CCTV van, one sewer vactor/jet truck, and one emergency bypass pump. Each component of this fleet is equipped with valve operators and traffic control equipment.
- Supply inventory: The Utility maintains an inventory of supplies and parts that are available for use in responding to emergency situations as well as normal Utility operations. Supplies and parts are tracked in an inventory control system that allows easy identification of available materials.

It is difficult to quantify the field tasks performed by Utility staff in terms of equivalent staff. Many of these tasks are performed outside of a regular maintenance schedule. The evaluation of existing staffing requirements in Section 6.6 assumes that a two-person field operations crew is maintained for a majority (0.75) of working days, or 1.5 FTE.

6.3 Fats, Oils, and Grease Reduction Program

FOG can cause major blockages in sewer pipes when not properly disposed of at the source. When FOG enters a sewer, it cools, solidifies, and sticks to the interior of pipes. FOG buildup increases over time, potentially causing backups in the sewer system and operational concerns within pump stations. Engineering currently employs a 0.25 FTE water resources technician to implement and oversee a City FOG Reduction Program. The program focuses on regulation of food service establishments (FSEs) in order to minimize the amount of FOG entering the City sewer system.

The City currently monitors 170 FSEs within the service area, 76 of which are required to use grease trap/interceptor pretreatment facilities before discharge to the sewer collection system. FSEs are identified through the business licensing process, during which all FSEs are required to submit for approval a FOG control plan per ACC Chapter 13.22. ACC also codifies requirements for installation of pretreatment facilities (typically grease traps and interceptors), cleaning and maintenance, water quality testing, and record-keeping. ACC does not have strong language tied to enforcement, nor

[4] The frequency goal is specifically intended for all critical areas (serving critical facilities) or piping with a history of repair or maintenance needs. A lower frequency, approximately every 7 years, for the remainder of the collection system would not compromise Utility operations.

does the City focus on penalties for noncompliance. It is informal City policy to work with FSEs on a cooperative basis through outreach activities; however, refusal to comply with City requirements can result in code enforcement action.

The 170 FSEs are grouped informally into 12 geographic areas. The City goal is to concentrate FOG Reduction Program activities in one area per month, visiting or contacting most FSEs annually. However, because of limited staffing for the program, inspection and education efforts have focused on the highest-priority FSEs and areas with noted FOG issues. On average, only 3 of the 12 FSE areas are inspected or targeted with mailings developed by the City to inform the public and FSEs of FOG issues. In recent years, maintenance staff has noted, at various times, a high accumulation of FOG at the Area 19, F Street, Rainier Ridge, Terrace View, and Riverside pump stations. Following those observations, staff has prioritized those areas for inspections and educational outreach. It is noteworthy that only one of these stations receives some of its wastewater from FSEs and most serve areas with high concentrations of multifamily and rental housing. Sewer staff indicate that they have observed improvements in the accumulation of FOG in the collection system and pump stations following those efforts, but there is currently no system to quantify FOG reduction.

In addition to efforts to reduce the amount of FOG in the system, education and outreach efforts include discouraging the flushing of cleaning wipes that may be labeled “flushable,” but that do not disperse in water. These items can clog sewer lines and get caught in pumps, increasing maintenance efforts within both the City collection and conveyance system, and King County’s treatment system.

6.4 Non-Routine and Emergency Operations

This section discusses unscheduled activities performed by sewer M&O staff, and provides a response plan for emergency conditions. The intent of the routine inspection and maintenance activities discussed in Sections 6.2 and 6.3 is to minimize, through proactive management of the sewer facilities, the potential for conditions that could lead to emergencies.

6.4.1 Customer Service Requests

Customer service requests, such as a localized sewer backup complaint, trigger creation of a work order to inspect the affected area or sewer facility and identify potential solutions. In some cases, relatively simple solutions can alleviate the issue. However, other cases require coordination with Engineering or other City departments. On average, City sewer staff respond to approximately 50 customer service/complaint-related work orders per year. The effort required to resolve complaints varies considerably.

Good record-keeping can help in complaint resolution by ensuring that all relevant data are gathered and by serving as a reminder to resolve the complaint and notify the complainant. When a complaint is received, the following information should be recorded to the greatest extent possible:

- name and contact information of the person making the complaint
- brief description of the nature of the complaint
  - if sewer overflow, include estimate of volume and duration of overflow
- time and date the complaint was received
- M&O staff assigned to respond

Following initial response, the complaint record is updated to include the results of inspections and corrective actions taken, if any. If the complaint cannot be resolved internally within the Utility, the complaint record should be forwarded to Engineering for further investigation. Notification of any system investigation and/or action should be provided to the customer making the complaint.

6.4.2 Emergency Response Program

The Utility, in conjunction with the other utility divisions, has prepared a Public Works Emergency Response Manual as a guide on how to handle emergency situations. The manual is by no means all-inclusive for every type of disaster; however, it is a valuable tool for dealing with many of the emergency situations that municipalities face. Copies of the Emergency Response Manual are available at the CDPW M&O Building, at the City Hall Annex with the City Engineer, and at Fire Station 33 with the fire chief.

The Emergency Response Manual is one element of the City's Comprehensive Emergency Management Plan. The primary objectives of the Comprehensive Emergency Management Plan are to ensure public safety, restore essential services as quickly as possible, and provide assistance to other areas as required. There is also a master response program for the entire City as documented in the Emergency Operations Plan. The material in the Emergency Operations Plan provides guidance for mitigation, preparedness, responsibilities, recovery operations, training, and community education activities. Copies of the Emergency Operations Plan are located in each City department, the Public Works M&O Building, and the Valley Regional Fire Authority (Station 31).

The Utility has implemented a standby program whereby one on-call employee is designated to be the first to receive after-hours emergency calls. Most sewer system problems that occur outside normal working hours are reported through the City's 911 emergency response system. An emergency call-out list is provided to the emergency operator in order to contact Utility staff in case of an emergency. The primary responder to those after-hours calls is the on-call employee. Utility M&O staff have been trained to respond to system emergencies. The contacted staff assesses the situation, contacts additional staff as necessary, and then responds in accordance with established emergency response procedures.

6.5 Communications, Data Collection, and Record-Keeping

This section describes the electronic communication, data collection, and record-keeping systems used by Utility staff.

6.5.1 Telemetry and Pump Station Controls

The Utility uses a computerized system (SCADA) to monitor and operate, as necessary, the sewer and storm pump stations from a centralized location. SCADA information from all sewer, storm, and water facilities is routed via radio signals to the M&O control center located at 1305 C Street SW. The control center monitors wet well levels at all of the sewer pump stations together with pump run times and cycles.

Logic programming automates the sewer pump station operation via ultrasonic level detectors with backup high and low float switches. The control center is configured to sound an alarm in the M&O building if a recognized anomaly is detected. The alarm system is linked to an automatic telephone dialer that will seek sewer personnel to investigate the anomaly in the event that the problem occurs during non-working hours. All alarm and pump information is recorded within the computer that functions as the control center.

The SCADA and telemetry systems were recently updated throughout the sewer system and added to several previously unserved pump station locations. The completed project provides the City with up-to-date technology and uniformity throughout the Utility.

6.5.2 Data Collection and Record-Keeping

Data collection and record-keeping functions for the Utility are performed using Cartegraph, a Web-based commercial software package provided by Cartegraph Inc. Cartegraph integrates GIS data with Utility M&O records, providing managers with overview information about system and operational performance, and field crews with information related to the condition and failure history of specific wastewater facilities. The City currently uses Cartegraph to plan field staff activities (work orders), record results of both routine and non-routine maintenance, and compare actual maintenance efforts to City goals. The City recently upgraded the Cartegraph system and plans to transition toward its use as an asset management tool, through which the City would optimize staffing and capital resource planning.

In recent years, the City has made considerable progress in adding asset information to Cartegraph, specifically GIS data, physical information related to size and material, and installation date. However, to fully utilize the asset management function of Cartegraph, additional information related to risk, asset criticality, and condition is also necessary. To assist the City's transition to an asset management program, the attributes listed below should be used within Cartegraph to define each of the City sewer assets (manhole, pipe segment, pump, etc.).

6.5.2.1 Asset-Specific Attributes

The following asset-specific attributes are related to the asset and remain relatively unchanged over time:

- **Asset ID:** The unique asset number that is used by all business systems to identify an asset.
- **Location:** Where the asset is located (GIS).
- **In-service date:** The date the asset was placed into service.
- **Replacement cost:** The cost to replace the asset and the year that the cost data were calculated.
- **Useful life:** The average life expectancy of the asset.
- **Asset criticality:** A value assigned to each asset that indicates how essential it is to maintaining a defined LOS. Typically it is defined as a combined score based on the consequence of failure and the likelihood of failure, as defined below:
  - **Consequence of failure:** The social and economic cost if the asset fails
  - **Likelihood of failure (condition):** The estimated time until the asset fails, usually based on condition
- **Asset class:** A group of assets that share the same characteristics (e.g., manholes, pipe segments). Asset class is used to estimate replacement costs and useful life of groups of assets.
- **Nameplate information and asset specifications:** Important information that is used to uniquely describe an asset such as the manufacturer name, type of asset, serial number, size, material, etc. This information is used for asset identification, replacement, and repair.

6.5.2.2 Maintenance and Operation Attributes

The following M&O attributes are captured as part of the operations, maintenance, and repair history associated with each asset.

- **Asset ID:** Most work orders should be associated with one or more assets. The asset ID is used to uniquely associate work with individual assets.
- **Issue, cause, action:** These codes are used to classify historical M&O activities associated with corrective actions or unplanned maintenance.
  - **Issue:** What is the problem observed in the field?

  - **Cause:** What is the underlying cause of the problem?
  - **Action:** What was done to address the cause?
- **Target hours and actual hours:** Recording the estimated hours and actual hours to complete a work order can help in determining efficiency, planning workloads, and assessing repair costs.
- **Target start/stop date and actual dates:** Recording the estimated and actual start and stop dates for a work order can help in determining efficiency, planning workloads, and assessing repair costs.
- **Work order costs:** Work order costs include labor, parts, materials, and equipment, and should be accurately recorded for each work order.
- **Work order type:** Work order types are used to group and compare different types of work activities. Typical work order types include:
  - **Capital improvement:** Work associated with a capital improvement project
  - **Corrective maintenance:** Work associated with an unplanned repair
  - **Preventive maintenance (PM):** Work associated with a planned preventive maintenance activity
  - **Predictive maintenance (PdM):** Work associated with predictive measures (usually for critical assets)
- **Warranty information:** Helps to determine assets that are under warranty and the warranty maintenance requirements.

6.6 Existing Staffing Requirements

Existing staffing requirements for M&O activities as discussed in this chapter were compiled and evaluated to determine staffing requirements needed to efficiently operate, maintain, repair, and collect and report the information necessary to properly operate the sewer system. Table 6-2 evaluates the estimated time to conduct sewer system M&O tasks in the manner currently performed. Calculated days for each M&O activity are for a single person performed over an 8-hour "day." Therefore, an activity that is performed quarterly and that requires 4 hours and two M&O staff to complete would result in an annual requirement of 4 days.

Table 6-2. Sewer System Maintenance and Operation Task Summary		
Work activity	FTE days required annually	Assumptions/City goal
Collection system maintenance		
Manhole inspection	22	Inspect once every 4 years, total of 5,200 manholes. Perform 60 inspections per day with one-person crew.
Manhole cleaning	65	One cleaning is required for every 10 inspections. Two-person crew, 2 hours each.
Manhole repair	50	50 repairs per year. Two-person crew, 4 hours each.
Pipeline cleaning	210	City goal is 210,000 ft per year (entire system in 5 years). A three-person crew can clean 3,000 ft of pipe per day.
CCTV inspection	420	City goal is 210,000 ft per year (entire system in 5 years). A three-person crew can CCTV-inspect 1,500 ft of pipe per day.
Pump station maintenance		
Weekly routine maintenance	263	27 pump stations weekly (52 per year). Two-person crew, 0.75 hour each.
Monthly routine maintenance	162	276 pump stations monthly (12 per year). Two-person crew, 2 hours each.
Wet well cleaning	27	27 pump stations, 2 per year. Two-person crew, 2 hours each.
Other sewer M&O activities		
Field operations	330	Two-person field crew for 0.75 of working days (1.5 FTE).
Customer service requests/complaints	50	50 requests per year. Two-person crew, 4 hours each.
Data entry	260	40 hours per week total.
Subtotal	1,859	
Total	2,045	Assumes 10% unquantified work
Total number of working days available per FTE	200	Based on 10-year average
Number of FTEs required	10.2	2,045 days required divided by 200 days per FTE year.
Current FTEs	9	

Table 6-2 shows that the Utility is under-staffed with respect to meeting current City goals for M&O activities. The analysis confirms the qualitative assessment of staffing adequacy provided by City staff during workshop discussions. Based upon discussion with City staff, there are portions of the collection system piping for which there is no CCTV record. Because of limited staff, areas of the collection system have received higher priority due to frequent need for maintenance (older pipe in poor condition), relatively flat slopes, or high concentrations of FOG. There will likely be a need for additional staff to perform more frequent cleaning and CCTV inspection of the entire system and to account for sewer system expansion with overall city growth. It is recommended that the City consider hiring two new Utility staff to meet M&O activity goals.

6.7 Potential Improvement Opportunities and Capital Needs

The Utility has a positive track record for M&O, as evidenced by the limited need for non-routine maintenance and few customer service requests/complaints. Routine facility cleaning, regular inspections, experienced staff, and a well-planned sewer system contribute to that success. However, the growing backlog for collection system maintenance (cleaning and CCTV) should be addressed by the City by adding to the current M&O staff. An additional 2 FTE are required to achieve current City proactive M&O goals (see Table 6-2).

Based upon discussions with City staff and analysis of M&O activities discussed in this chapter, the following improvement opportunities are available to the Utility. These opportunities are based on improving existing services and improving work productivity:

- Continue to integrate asset management with existing Utility management software (CMMS and GIS):
  - Continue to add GIS attributes to known Utility assets.
  - Perform and document condition assessments. Use defined criteria (such as leaks/cracks observed, cleanliness, and other specific measures) and provide staff training to ensure assessment consistency. Use NASSCO PACP-certified inspection programs to allow integration of inspection results with Cartegraph.
  - Over time, use the results of condition assessments to move toward risk-based maintenance to best utilize staff resources. For example, consistently high assessment scores would result in a lower risk or need for maintenance, allowing M&O staff to be diverted to more essential activities.
- Complete inspection of inverted siphons (river crossings, see Section 4.2.4) for which there is no record of pipe condition. The City does not have the equipment to inspect these facilities; therefore, contract services will be required.
- Hire one permanent, full-time staff member for CMMS data entry, maintenance tracking, and reporting. This staff member would support the City Sewer, Stormwater, and Water utilities and would be a liaison with the City Innovation and Technology (IT) Division.
- Initiate a manhole ring and cover replacement project, targeting a specific percentage of system assets per year. Results of PM indicate a general deterioration of manhole covers within the system.
- Based on staff observations regarding the location of maintenance issues caused by FOG accumulation, continue to manage FSE's compliance with FOG requirements at its current level, and increase public education efforts to minimize FOG discharge in residential areas.

Chapter 7

Recommended Plan

This chapter discusses recommended capital projects for the City of Auburn's sewer system. The capital projects necessary to meet and maintain the City's LOS through the 20-year planning period (2016–35) are presented as a CIP.

This Plan contains time frames, which are the intended framework for future funding decisions and within which future actions and decisions are intended to occur. However, these time frames are estimates, and depending on factors involved in the processing of applications and project work, and availability of funding, the timing may change from the included time frames. The framework does not represent actual commitments by the City, which may depend on funding resources available.

The identification of projects is an ongoing effort requiring periodic evaluation. This CIP list was developed based on incorporating the City's Capital Facilities Program (CFP), identification of equipment limitations within the M&O group, and identification of areas of improvement.

7.1 Capital Improvement Program

The CIP focuses on addressing known problems in a manner identifying cost-effective solutions that incorporate the risks associated with underperforming facilities and the uncertainty inherent in engineering calculations/model simulations. A flow chart depicting the process of CIP development is shown in Figure 7-1.

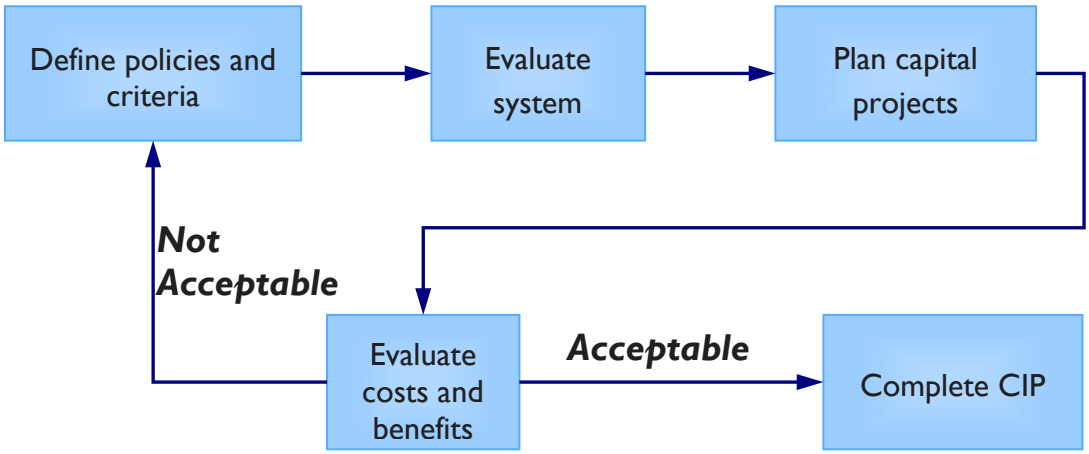


Figure 7-1. CIP development flow chart

The CIP places emphasis on projects identified for implementation between 2016 and 2021, which constitutes the 6-year planning period for utility capital funding requirements and staffing needs. This period provides a realistic outer limit for accurately forecasting the annual cycle of utility projects and priorities. This Plan also includes a 20-year CIP that examines long-term capital requirements, such as the replacement of infrastructure as it exceeds its useful life. All projects in the CIP are consistent with the LOS described in Section 3 of this document.

7.1.1 Project Priority

All projects in the CIP have been designated a priority for implementation. Priority was assigned as one of three designations. Projects in the top tier, or highest priority, are designated priority 1; projects in the middle tier are designated priority 2; and projects with the lowest priority relative to the other projects are considered priority 3. The priority levels are based on how the proposed project impacts LOS. The project descriptions below include the designated priority.

7.1.2 Project Cost

Estimated costs for each project are included in the CIP descriptions below. The costs are planning-level estimates. Actual costs will depend on various factors at the time of design and construction including labor and material costs. Estimated costs include an allowance for engineering, administration, legal fees, construction costs, sales tax, and construction supervision. Permitting and land, easement, and/or right-of-way acquisitions are not included in the cost estimate. The costs estimates are in 2014 dollars. CIP projects 1 and 2 are part of the City's Capital Facilities Program, where the City developed the costs for these projects.

7.2 Project Summary

The CIP projects mainly consist of ongoing and programmatic capital improvements. Ongoing projects include projects identified through previous studies. The City has previously allocated funding to each of these projects, which are currently in various stages of execution. These projects must continue to receive funding under the CIP until completion and have been included in this document to provide a complete picture of the program. Programmatic projects are included in the CIP to provide funding for maintaining and/or improving the LOS. These projects do not address a problem at a specific location, but allocate budget for addressing LOS goals citywide. As discussed in Chapter 5, the system hydraulic analysis indicated no need for capacity-related capital projects in the 6-year or 20-year planning period. The next Plan update, scheduled for 2020 and repeating every 6 years, has been included as a cost in Table 7-1; however, there is not a description for the project.

Table 7-1. Annual Project Cost Summary for 6-Year and 20-Year CIP

Project number	Project name	Priority	2016	2017	2018	2019	2020	2021	2022–35	Project Cost	CIP allocations (repair/ replacement)	CIP allocations (upgrade/ expansion)
1	Sanitary Sewer Repair and Replacement/System Improvements	1	$1,873,000	$300,000	$1,500,000	$300,000	$1,500,000	$300,000	$12,600,000	$18,373,000	100%	0%
2	Street Utility Improvements	1	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$2,800,000	$4,000,000	100%	0%
3	Vactor Decant Facility	1	$150,000	$0	$0	$0	$0	$0	$0	$150,000	0%	100%
4	Sewer Pump Station Replacement/ Improvement	1	$0	$141,000	$500,000	$168,000	$900,000	$141,000	$2,850,000	$4,700,000	100%	20%
5	Siphon Assessment	1	$0	$524,000	$0	$0	$0	$0	$524,000	$1,048,000	100%	0%
6	Pump Station Condition Assessment	1	$187,000	$0	$0	$0	$0	$0	$187,000	$374,000	100%	0%
7	Manhole Ring and Cover Replacement	2	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$1,120,000	$1,600,000	100%	0%
8	Cleaning and Inspection of Large-Diameter Pipe	2	$0	$400,000	$0	$0	$0	$0	$400,000	$800,000	100%	0%
9	Inflow and Infiltration Study	3	$0	$135,200	$135,200	$135,200	$135,200	$135,200	$0	$676,000	100%	0%
10	Plan Update	1	$0	$0	$0	$0	$350,000	$0	$700,000	$1,050,000	50%	50%
	Total cost for priority 1 projects		$2,410,000	$1,165,000	$2,200,000	$668,000	$2,950,000	$641,000	$19,661,000	$29,695,000		
	Total cost for priority 2 projects		$80,000	$480,000	$80,000	$80,000	$80,000	$80,000	$1,520,000	$2,400,000		
	Total cost for priority 3 projects		$0	$135,200	$135,200	$135,200	$135,200	$135,200	$0	$676,000		
	Total CIP cost		**$2,490,000**	**$1,780,200**	**$2,415,200**	**$883,200**	**$3,165,200**	**$856,200**	**$21,181,000**	**$32,771,000**		

Project number	1	
Project name	Sanitary Sewer Repair and Replacement/System Improvements	
Location	Throughout the SSSA	
Priority	1	
Schedule	Ongoing, alternating a large project every other year	
Problem summary	As infrastructure ages, failures begin to appear, causing LOS issues	
Description	This project is R&R of existing sewer lines, manholes, public side sewers, and other facilities. These assets will be identified through closed-circuit television (CCTV) inspection and routine cleaning and monitoring. This particular program includes proposed projects that do not have an approved Project Management Plan, or are not associated primarily with the Save Our Streets (SOS) or other transportation improvements. Anticipated projects include biannual, standalone, R&R projects for sewer lines that are broken, misaligned, "bellied," or otherwise require an inordinate amount of maintenance effort or present a risk of backup or trench failure, and facilities that generate consistent odor complaints. Improvements identified through this program may be completed as components of larger projects to gain efficiencies in project costs. Additionally, system improvements that enhance the ability to maintain service are included here. It is anticipated that the Economic Life model, once developed and integrated with Cartegraph, will be the source behind planning the R&R program. This project is planned to occur during both the 6- and 20-year CIPs.	
Recommended predesign refinements	Refine list as additional information becomes available	
Cost estimate	Costs developed by the City and carried over from the Capital Facilities Plan	
	2016	$1,873,000
	2017	$300,000
	2018	$1,500,000
	2019	$300,000
	2020	$1,500,000
	2021	$300,000
	2022–35	$12,600,000
Project Cost		$18,373,000

Project number	2	
Project name	Street Utility Improvements	
Location	Throughout the SSSA	
Priority	1	
Schedule	Ongoing	
Problem summary	As infrastructure ages, failures begin to appear, causing LOS issues.	
Description	This project is R&R of existing sewer lines, manholes, and public side sewers located within the project limits of City arterial transportation projects and within the SOS program. Coordinating sanitary sewer utility projects with arterial transportation projects can lower the unit cost of pipe replacement by eliminating the pavement restoration component of the sewer project's costs. This project is planned to occur during both the 6- and 20-year CIPs.	
Recommended predesign refinements	Refine list as additional information becomes available	
Cost estimate	Costs developed by the City and carried over from the Capital Facilities Plan	
	2016	$200,000
	2017	$200,000
	2018	$200,000
	2019	$200,000
	2020	$200,000
	2021	$200,000
	2022–35	$2,800,000
Project cost		$4,000,000

Project number	3	
Project name	Vactor Decant Study	
Location	N/A	
Priority	1	
Schedule	2016	
Problem summary	Hauling saturated wastes to County landfills costs operating budget and takes away from crew time, reducing other work they could be completing.	
Description	Currently the City hauls vactored sewage waste to the County landfill on a biweekly basis. The sewage sludge is considerably wet, thus City funds are paying for the disposal of water. A study is needed to assess the City's vactor disposal method and identify a cost-effective alternative to the status quo. Possible recommendations may include maintaining current operations, constructing a gravity decant facility, incorporating special equipment into the vactor truck to increase decanting ability, or purchasing specialized dewatering machinery.	
Recommended predesign refinements	Identify current City practices, how much sewage waste is vactored, how much liquid can be decanted from the vactor truck, and the volume and percent water of the waste disposed at the County landfill.	
Cost estimate		
	Engineering services for study	$100,000
	Subtotal line-item costs	$100,000
	Project contingency (30% of all above costs)	$30,000
	Subtotal inspection costs	$130,000
	Administration (15% of costs)	$20,000
Project cost		$150,000

Project number	4	
Project name	Sewer Pump Station Replacement/Improvements	
Location	Throughout the SSSA	
Priority	1	
Schedule	2017–22	
Problem summary	The 8th Street Pump Station, Valley Meadows Pump Station, and 22nd Street Pump Station have been identified as needing to be renovated, replaced, and/or relocated based on condition, safety concerns, and to accommodate growth. This CIP provides for a programmatic program to renovate or replace these pump stations on a bi-annual basis. The anticipated order for modification/replacement is: 1. 8th Street Pump Station 2. Valley Meadows Pump Station 3. 22nd Street Pump Station It is anticipated that additional stations will require significant improvements and/or replacement within the 6 – 20 year planning horizon as well. The sum of the estimated cost for the first three pump stations is used as a placeholder for project value. Following the results of the systematic pump station evaluation study scheduled for 2016 (CIP project 6, Pump Station Inspections), the sequence or identification of pump stations requiring R&R, and detailed scope of improvements for each of these stations will be developed.	
Description	This project will renovate or replace the three currently identified pump stations within the 6-year CIP and allocates money for R&R of unknown pump stations in the 6- to 20-year CIP.	
Recommended predesign refinements	The Valley Meadows Pump Station is identified as a possible candidate for relocation to allow for future sewer expansion. The need for relocation should be assessed and planned for prior to 2019. The costs below for all pump stations do not include provisions for new gravity or force main piping. The costs also assume that the existing generators on site will be reused and that no additional land or site improvements are required.	
Cost estimate	**1. 8th Street Pump Station (2017/2018)**	
	Package pump station	$300,000
	Project contingency (50% of all above costs)	$150,000
	Washington State and King County sales taxes (9.5% of all above construction costs)	$43,000
	Subtotal construction costs	$493,000
	Administration, engineering design, and permitting (30% of costs)	$148,000
	Subtotal	$641,000
	2. Valley Meadows Pump Station (2019/2020)	
	Package pump station	$300,000
	Project contingency (50% of all above costs)	$150,000
	Washington State and King County sales taxes (9.5% of all above construction costs)	$43,000
	Subtotal construction costs	$493,000
	Administration, engineering design, and permitting (30% of costs)	$148,000
	Subtotal	$641,000
	3. 22nd Street Pump Station (2021/2022)	
	Package pump station	$500,000
	Project contingency (50% of all above costs)	$250,000
	Washington State and King County sales taxes (9.5% of all above construction costs)	$72,000
	Subtotal construction costs	$822,000
	Administration, engineering design, and permitting (30% of costs)	$246,000
	Subtotal	$1,068,000
Project cost		$2,350,000

Project number	5	
Project name	Siphon Assessment	
Location	Green River crossing near 26th Street NE; Green River crossing over 8th Street NE Bridge; Railroad crossing near intersection of 6th St. NW and H St. NW	
Priority	1	
Schedule	2017, positioned in an off year of CIP 1, repeated in 10 years, 2027 or as initial inspection warrants	
Problem summary	Currently, the City does not have the required equipment to complete inspections of the three siphons located within its collection system. Their condition is unknown.	
Description	This project would inspect each siphon to determine its condition and help set future inspection/cleaning protocols. The siphons would be inspected prior to cleaning to determine what their in situ condition is, then if required the lines would be cleaned and re-inspected. Based on the debris level and condition of the pipes, future activities can be planned. Repeat in 10 years. For cost efficiencies, it is assumed that all three sites would be completed under one contract. This project is planned to occur during both the 6- and 20-year CIPs.	
Recommended predesign refinements	Determine flow rates required for bypass pumping/trucking. Verify the assumption that the Green River crossing at 26th Street NE can be diverted to each barrel without the need for additional bypass pumping.	
Cost estimate	**Green River crossing via inverted siphon at 26th Street NE: 488 feet of 8" and 12" HDPE**	
	Initial CCTV	$2,500
	Cleaning	$2,000
	Post-cleaning CCTV	$2,500
	Subtotal	$7,000
	Green River crossing via 8th Street NE bridge: 1,191 feet of 14" CIP	
	Traffic control	$75,000
	Bypass pumping	$80,000
	Initial CCTV	$6,000
	Cleaning	$4,800
	Post-cleaning CCTV	$6,000
	Subtotal	$171,800
	Railroad crossing adjacent to H and 6th streets: 287 feet of 18" unknown	
	Traffic control	$20,000
	Bypass pumping (trucking)	$80,000
	Initial CCTV	$1,500
	Cleaning	$1,200
	Post-cleaning CCTV	$1,500
	Subtotal	$104,200
	Subtotal line-item costs	$283,000
	Project contingency (30% of all above costs)	$85,000
	Washington State and King County sales taxes (9.5% of all above construction costs)	$35,000
	Subtotal construction costs	$403,000
	Administration, engineering design, and permitting (30% of costs)	$121,000
Project cost		$524,000

Project number	6	
Project name	Pump Station Condition Assessment	
Location	Throughout the SSSA	
Priority	1	
Schedule	2016 and 2026	
Problem summary	The City last completed a pump station condition assessment in 2007. The pump stations have continued to age, regulations/codes have changed, and the City's expectations of the pump stations have changed over time. To adequately plan for future pump station investments, re-inspection is required.	
Description	The assessment will evaluate the apparent physical condition of existing stations and equipment. The purpose of the assessment is to predict future serviceability and anticipated longevity for development of future CIPs. Pump stations must meet the adopted LOS in a safe and reliable manner. Stations must meet current code conditions, which may differ from those that existed when the stations were originally built. The assessment would identify requirements necessary to meet the City's LOS, requirements necessary for the health and safety of staff and the public, and suggestions that might increase reliability or reduce cost of operations or maintenance. Equipment checklists will be prepared for mechanical/hydraulic and electrical/control systems, site visits to all stations will be made, as-built information and M&O manuals will be reviewed, and M&O personnel will be asked about known issues at each location. Station operation will be observed, but no detailed physical testing of equipment, wiring, controls, or structures will be included. To stay up to date on pump station needs, it is recommended to repeat the inspection within the 20-year CIP.	
Recommended predesign refinements	None	
Cost estimate		
	Engineering services for condition assessment	$125,000
	Subtotal line-item costs	$125,000
	Project contingency (30% of all above costs)	$38,000
	Subtotal inspection costs	$163,000
	Administration (15% of costs)	$24,000
Project cost		$187,000

Project number	7	
Project name	Manhole Ring and Cover Replacement	
Location	Throughout the SSSA	
Priority	2	
Schedule	Ongoing	
Problem summary	According to M&O staff, there are failing frame and covers on sewer manholes. While the rest of the manholes are in acceptable condition, the frames and covers need to be replaced.	
Description	This project would establish an ongoing CIP to provide funds for continued replacement of frames and covers. The cost for this effort is based on historical, all-inclusive spending from previous City of Auburn work. This project is planned to occur during both the 6- and 20-year CIPs.	
Recommended predesign refinements	None	
Cost estimate		
	Frame and cover replacement	$80,000
	Subtotal line-item costs	$80,000
	Project contingency (0% of all above costs)	$0
	Washington State and King County sales taxes (9.5% of all above construction costs)	Included
	Subtotal construction costs	$80,000
	Administration, engineering design, and permitting (0% of costs)	$0
Project cost		$80,000

Project number	8	
Project name	Cleaning and Inspection of Large-Diameter Pipe	
Location	Throughout the SSSA	
Priority	2	
Schedule	2017, positioned in an off year of CIP 1, repeated in 10 years, 2027 or as initial inspection warrants.	
Problem summary	According to M&O staff, they are not equipped to efficiently clean pipe larger than 18 inches in diameter.	
Description	This project would clean and internally inspect all pipe owned by the City that is larger than 18 inches in diameter. This is approximately 39,300 feet, ranging in diameter from 20 inches up to 36 inches. This project is planned to occur during both the 6- and 20-year CIPs.	
Recommended predesign refinements	Review existing CCTV inspection information to see if any of the large-diameter pipe has been inspected and determine if it needs cleaning.	
Cost estimate		
	Cleaning	$75,000
	CCTV	$82,000
	Disposal	$10,000
	Traffic control	$20,000
	Subtotal line-item costs	$187,000
	Project contingency (50% of all above costs)	$94,000
	Washington State and King County sales taxes (9.5% of all above construction costs)	$27,000
	Subtotal construction costs	$308,000
	Administration, engineering design, and permitting (30% of costs)	$92,000
Project cost		$400,000

Project number	9	
Project name	Inflow and Infiltration Study	
Location	Throughout the SSSA	
Priority	3	
Schedule	Begin 5-year study in 2017	
Problem summary	I/I does not appear to be an issue based on capacity. However, little to no work has been done to actually try and quantify actual I/I rates. This project would assess the City SSSA to determine I/I values. Excessive localized I/I can also be an indicator of poor sewer main and side sewer condition.	
Description	This project would monitor flow in the collection system over 5 years. These data will then be used in the next Comprehensive Sewer Plan for modeling purposes and I/I assessment.	
Recommended predesign refinements	Analyze existing flow metering and hydraulic model to develop a flow monitoring plan.	
Cost estimate		
	Flow monitoring (four flow meters and two rain gauges for 6 months per year)	$365,000
	Subtotal line-item costs	$365,000
	Project contingency (30% of all above costs)	$110,000
	Washington State and King County sales taxes (9.5% of all above construction costs)	$45,000
	Subtotal construction costs	$520,000
	Administration, engineering design, and permitting (30% of costs)	$156,000
Project cost		$676,000

Chapter 8

Finance

The objective of the financial plan is to identify the total cost of providing sewer service and to provide a financial program that allows the Utility to remain financially viable during execution of the identified CIP. This viability analysis considers the historical financial condition of the Utility, the sufficiency of Utility revenues to meet current and future financial and policy obligations, and the financial impact of executing the CIP. Furthermore, the plan provides a review of the Utility's rate structure with respect to customer affordability.

8.1 Past Financial Performance

This section includes a historical (2008–13) summary of financial performance as reported by the City of Auburn on the statement of revenues, expenses, and changes in net position and the statement of net position, specific to the Utility.

8.1.1 Statement of Revenues, Expenses, and Changes in Net Position

Table 8-1 shows a consolidated statement of revenues, expenses, and changes in net position for 2008–13.

8.1.1.1 Findings and Trends

Operating income (including depreciation expense) has been negative over the entire 6-year historical period. Operating losses grew from a loss of nearly $556,000 in 2008 to a maximum loss of $2.3 million in 2011. However, operating income improved significantly in 2012, resulting in a net loss of only $460,000 and $260,000 in 2012 and 2013, respectively. Depreciation is a non-cash expenditure, so even though operating income has been negative in every year, cash flow was positive in most years during the 6-year period.

A few key financial ratios are discussed below. Unless otherwise noted, the stated benchmarks are based on industry standards:

- *M&O coverage ratio* (operating revenues including depreciation divided by operating expenses):
  - Benchmark: A ratio of 1.0 or higher is a desirable result, indicative of sufficient revenues to meet cash operating expenses as well as to cover depreciation expense.
  - Results: Increased from 0.96 in 2008 to 0.99 in 2013, which is a positive trend.
- *Operating ratio* (total operating expenses excluding depreciation divided by total operating revenues):
  - Benchmark: A ratio greater than 90 percent indicates there is little room for new debt service and capital replacement without additional rate increases. A ratio greater than 100 percent indicates that cash operating expenses exceed operating revenues and is indicative of an unsustainable financial condition.
  - Results: Decreased from 95 percent in 2008 to 93 percent in 2013, which is a positive trend overall. However, the operating ratio was at or above 100 percent from 2009 to 2011.
- *Debt service coverage ratio* (operating and interest revenues less M&O expenses excluding depreciation, divided by total annual debt service):

- Benchmark: There are two forms of debt service coverage; one applies to debt service from revenue bonds only, and the other applies to debt service on total debt, including state loans. Revenue bonds typically have a legal minimum coverage requirement of 1.25. State loans usually do not carry a minimum coverage requirement; however, based on industry standards, it is recommended that debt service coverage on total debt be at least 1.0. To be conservative, this review of financial statements looks at coverage on total debt.
- Results: Coverage was below industry and City benchmarks from 2009 to 2011, but increased to 2.4 or above in 2012 and 2013, which is a very favorable trend.

Table 8-1. City of Auburn Statement of Revenues, Expenses, and Changes in Fund Net Position

	2008	2009	2010	2011	2012	2013
Operating revenues						
Charges for services	$13,601,390	$14,902,464	$15,968,231	$16,667,149	$18,585,288	$21,711,948
Other operating revenue	997	102	272	-	-	-
Total operating revenues	13,602,387	14,902,566	15,968,503	16,667,149	18,585,288	21,711,948
Operating expenses						
Operations and maintenance	10,071,648	12,215,275	12,666,971	14,177,079	13,841,985	16,005,927
Administration	1,774,962	2,106,258	1,992,048	1,916,148	1,956,954	2,139,329
Depreciation/amortization	1,282,599	1,390,660	1,372,282	1,603,210	1,746,409	1,886,057
Other operating expenses	1,029,045	1,221,815	1,283,759	1,311,789	1,499,459	1,940,915
Total operating expenses	14,158,254	16,934,008	17,315,060	19,008,226	19,044,807	21,972,228
Operating income (loss)	(555,867)	(2,031,442)	(1,346,557)	(2,341,077)	(459,519)	(260,280)
Non-operating revenue (expenses)						
Interest revenue	426,168	137,796	45,053	20,756	32,756	20,442
Other non-operating revenue	-	19,820	504,300	843,646	111,224	180,381
Interest expense	(20,807)	(21,255)	(314,931)	(156,566)	(102,869)	(253,574)
Other non-operating expenses	(2,177)	(2,874)	-	(1,069)	(1,069)	(4,782)
Total non-operating revenue (expenses)	403,184	133,487	234,422	706,767	40,042	(57,533)
Income (loss) before contributions and transfers	(152,683)	(1,897,955)	(1,112,135)	(1,634,310)	(419,477)	(317,813)
Capital contributions	7,095,833	592,376	4,406,132	7,329,252	1,974,964	3,255,766
Transfers in	-	89,425	-	-	-	-
Transfers out	(50,000)	(50,000)	(55,960)	(50,000)	(50,000)	(50,000)
Changes in net position	6,893,150	(1,266,154)	3,238,037	5,644,942	1,505,487	2,887,953
Net position, January 1, as previously reported	58,764,032	65,657,182	64,391,028	67,629,065	73,274,007	74,779,494
Change in accounting principal						(19,250)
Net position, January 1, as restated						74,760,244
Net position, December 31	$65,657,182	$64,391,028	$67,629,065	$73,274,007	$74,779,494	$77,648,197

8.1.2 Statement of Net Position

Table 8-2 shows the consolidated statement of net position for 2008–13.

8.1.2.1 Findings and Trends

This statement shows that the City of Auburn's net position increased from $65.7 million to $77.6 million over the 2008–13 time period. This represents an 18 percent increase over the 6-year

period. Cash and cash equivalents have grown 13 percent over this period, increasing from $11.3 million in 2008 to $12.8 million in 2013.

Non-current assets, which represent resources required for use or consumption beyond 1 year, have increased from $54.6 million in 2008 to $71.5 million in 2013. Most of this growth in long-term assets comes from a $23.4 million increase in improvements other than buildings.

A few key financial ratios are discussed below. Unless otherwise noted, the stated benchmarks are based on industry standards.

Liquidity

- *Current ratio* (unrestricted current assets divided by current liabilities):
  - Benchmark: A ratio of 2.0 or higher is considered good in terms of healthy liquidity. The current ratio is a measure of short-term financial strength and answers an important question: Are current assets able to cover expected current liabilities in the coming year?
  - Results: From 2008 through 2013, this ratio has ranged from 4.8 to 25.4, each year well above the recommended benchmark. The ratio was 25.4 in 2008, but decreased to 4.8 in 2009 as a result of an increase in current payables and loans payable as well as a decrease in cash and cash equivalents. The ratio has ranged from 7.4 to 8.8 from 2010 to 2013.

Efficiency

- *Accounts receivable collection period* (customer receivables on balance sheet x 365 days then divided by annual sales):
  - Benchmark: Generally, less than 30 days is considered very good.
  - Results: Decreased from 44 days in 2008 to 40 days in 2013, which is a positive trend.

Capital

- *Debt to net capital assets ratio* (total debt divided by capital assets net of accumulated depreciation):
  - Benchmark: For utilities, having a capital structure of at least 40 percent equity and less than 60 percent debt is considered a healthy capital structure, with adequate future borrowing capacity and a manageable debt service burden. The City's capital structure policy is even more conservative: 50 percent debt and 50 percent equity.
  - Results: Increased from 8 percent debt/92 percent equity in 2008 to 12 percent debt/ 88 percent equity in 2013. This is well within both the industry and City maximum benchmark thresholds.

Table 8-2. City of Auburn Statement of Net Position						
	2008	2009	2010	2011	2012	2013
Assets						
Current assets						
Cash and cash equivalents	$11,337,351	$8,901,147	$8,178,622	$7,855,899	$10,049,455	$12,778,843
Investments	2,003,750	2,023,437	2,009,920	1,996,562	-	-
Restricted cash						
Bond payments			296,268	307,299	448,108	447,210
Customer deposits	18,471	18,471	16,835	44,053	91,391	95,451
Other	738,017	737,890	4,382,960	1,831,850	514,590	516,972
Customer accounts	1,636,060	1,739,422	2,025,836	1,971,772	2,108,360	2,375,137
Other receivables	37,069	14,217	14,217	100	-	-
Due from other governmental units	-	-	-	15,721	-	-
Inventories	8,968	8,259	7,414	7,147	6,479	7,009
Total current assets	15,779,686	13,442,843	16,932,072	14,030,403	13,218,383	16,220,622
Non-current assets						
Long-term contracts and notes	1,073,400	1,050,900	1,028,400	983,400	938,400	825,900
Capital assets						
Land	1,654,958	1,654,958	1,695,023	1,695,023	1,695,023	1,695,023
Buildings and equipment	1,131,744	1,131,744	1,140,893	1,171,259	1,171,259	1,235,992
Improvements other than buildings	65,113,774	65,667,532	73,495,451	80,984,120	87,643,097	88,561,822
Construction in progress	846,620	4,056,688	2,104,633	4,570,300	1,694,876	2,372,710
Less: accumulated depreciation	(15,200,016)	(16,590,677)	(17,962,959)	(19,566,169)	(21,312,578)	(23,198,636)
Total capital assets (net of A/D)	53,547,080	55,920,245	60,473,041	68,854,533	70,891,677	70,666,911
Total non-current assets	54,620,480	56,971,145	61,501,441	69,837,933	71,830,077	71,492,811
Total assets	70,400,166	70,413,988	78,433,513	83,868,336	85,048,460	87,713,433
Liabilities						
Current liabilities						
Current payables	424,743	1,921,254	473,770	501,844	423,363	627,749
Current deposits	18,471	18,471	16,835	-	-	-
Loans payable: current	-	236,791	288,262	288,262	288,262	288,262
Employee leave benefits: current	69,282	72,952	73,325	90,346	97,848	108,988
Revenue bonds payable: current	-	-	-	-	141,162	144,845
General obligation bonds payable: current	-	-	-	-	-	-
Accrued interest	13,183	14,205	309,091	317,569	316,496	311,195
Deposits	-	-	-	44,054	91,391	95,450
Total current liabilities	525,679	2,263,673	1,161,283	1,242,075	1,358,522	1,576,489
Non-current liabilities						
Unearned revenue	162,203	162,203	162,203	162,203	162,203	162,203
Employee leave benefits	8,545	24,110	38,336	41,011	33,948	32,500
Loans payable	4,046,557	3,572,974	4,108,241	3,819,979	3,531,717	3,243,456
Revenue bonds payable	-	-	5,334,385	5,329,062	5,182,577	5,050,589
General obligation bonds payable	-	-	-	-	-	-
Total non-current liabilities	4,217,305	3,759,287	9,643,165	9,352,255	8,910,445	8,488,748
Total liabilities	4,742,984	6,022,960	10,804,448	10,594,330	10,268,967	10,065,237
Net position						
Invested In capital assets, net of related debt	53,547,080	52,110,480	54,700,611	60,824,782	61,837,121	61,939,759
Restricted for:						
Debt service			720,768	731,596	873,536	964,182
Capital projects	21,398	737,890				-
Unrestricted	12,088,704	11,542,658	12,207,685	11,717,628	12,068,836	14,744,255
Total net position	$65,657,182	$64,391,028	$67,629,064	$73,274,006	$74,779,493	$77,648,196

8.1.3 Outstanding Debt Principal

Table 8-3 outlines the City's outstanding debt principal as of the end of 2013.

The City of Auburn has one outstanding revenue bond and two outstanding Public Works Trust Fund loans. The total outstanding principal on these loans is $8.6 million.

Table 8-3. City of Auburn Outstanding Debt Principal

Debt description	Principal outstanding	Maturity year
2010 CIP revenue bond	$5,086,760	2030
PW-06-962-003	$2,345,433	2026
PW-04-691-001	$1,186,284	2024
Total	$8,618,477	

8.2 Available Capital Funding Resources

Feasible long-term capital funding strategies should be defined to ensure that adequate resources are available to fund the CIP identified in this Plan. In addition to the Utility's resources such as accumulated cash reserves, capital revenues, bond proceeds, and system development charges (SDCs), capital needs can also be met from outside sources such as grants, low-interest loans, and bond financing. The following is a summary of internal Utility resources, government programs and resources, and public debt financing.

8.2.1 Internal Utility Resources

Utility resources appropriate for funding capital needs include accumulated cash in the capital "account," bond proceeds, and other capital revenues, such as SDCs. Capital-related revenues are discussed below.

8.2.1.1 Utility Funds and Cash Reserves

User charges (rates) paid by the Utility's customers are the primary funding source for all Utility activities. The rates cover total annual costs associated with operating and maintaining the sewer system. Rates can pay for capital improvement projects in two ways: either paying for debt service or directly paying for capital projects. Although funding the capital costs directly through rates does not result in the additional interest expense associated with issuing debt, this approach can cause large and/or volatile rate increases.

8.2.1.2 System Development Charges

An SDC, as provided for by RCW 35.92.025, refers to a one-time charge imposed on new customers as a condition of connection to the utility system. The purpose of the SDC is twofold: (1) to promote equity between new and existing customers, and (2) to provide a source of revenue to fund capital projects. Equity is served by providing a vehicle for new customers to share the cost of infrastructure investment. SDC revenues provide a source of cash flow used to support utility capital needs; revenue can be used only to fund utility capital projects or to pay debt service incurred to finance those projects.

In the absence of an SDC, growth-related capital costs would be borne in large part by existing customers. In addition, the net investment in the Utility already collected from existing customers, whether through rates, charges, and/or assessments, would be diluted by the addition of new customers, effectively subsidizing new customers with prior customers' payments. To establish equity, an SDC should recover a proportionate share of the existing and future infrastructure costs

from a new customer. From a financial perspective, a new customer should become financially equivalent to an existing customer by paying the SDC.

Table 8-4 summarizes the City's current SDC schedule.

Table 8-4. City of Auburn Current System Development Charge Schedule

Type	Sewer SDC
Single-family parcel	$850 per parcel
Other parcels	$850 per RCE

An RCE shall be as defined by the King County Department of Natural Resources.

A recent SDC study has been completed and the City Council is currently evaluating the updated charges.

8.2.1.3 Local Facilities Charge

While an SDC is the manner in which new customers pay their share of general facilities costs, local facilities funding is used to pay the cost of local facilities that connect each property to the system infrastructure. Local facilities funding is often overlooked in a rate forecast because it is funded up front either by connecting customers or developers, or through an assessment to properties—but never from rates. Although these funding mechanisms do not provide a capital revenue source toward funding CIP costs, a discussion of these charges is included in this chapter because of their impact on new customers.

Several mechanisms can be considered toward funding local facilities. One of the following scenarios typically occurs:

- the utility charges a connection fee based on the cost of the local facilities (under the same authority as the SDC)
- a developer funds extension of the system to its development and turns those facilities over to the utility (contributed capital)
- a local assessment is set up called a utility local improvement district (ULID), which collects tax revenue from benefited properties

A local facilities charge (LFC) is a variation of the SDC authorized through RCW 35.92.025. It is a city-imposed charge to recover the cost related to service extension to local properties. Often called a front-footage charge and imposed on the basis of footage of main "fronting" a particular property, it is usually implemented as a reimbursement mechanism to a city for the cost of a local facility that directly serves a property. It is a form of connection charge and, as such, can accumulate up to 10 years of interest. It typically applies to instances where no developer-installed facilities are needed through developer extension because of the prior existence of available mains already serving the developing property.

The developer extension is a requirement that a developer install onsite and sometimes offsite improvements as a condition of extending service. These are in addition to the SDC required and must be built to city standards. The city is authorized to enter into developer extension agreements under RCW 35.91.020. Part of the agreement between the city and the developer for the developer to extend service might include a latecomer agreement, resulting in a latecomer charge to new connections to the developer extension.

Latecomer charges are a variation of developer extensions whereby a new customer connecting to a developer-installed improvement makes a payment to the city based on their share of the developer's cost (RCW 35.91.020). The city passes this on to the developer that installed the facilities. This is part of the developer extension process, and defines the allocation of costs and records latecomer obligations on the title of affected properties. No interest is allowed, and the reimbursement agreement is in effect for a period of 20 years, unless a longer duration is approved by the city.

ULID is another mechanism for funding infrastructure that assesses benefited properties based on the special benefit received by the construction of specific facilities (RCW 35.43.042). Most often used for local facilities, some ULIDs also recover related general facilities costs. Substantial legal and procedural requirements can make this process relatively expensive, and there are mechanisms by which a ULID can be rejected by a majority of property ownership within the assessment district boundary.

8.2.2 Government Programs and Resources

This section outlines government programs and resources potentially available for financing.

8.2.2.1 Grants and Low-Cost Loans Overview

Historically, federal and state grant programs were available to local utilities for capital funding assistance. However, these assistance programs have been mostly eliminated, substantially reduced in scope and amount, or replaced by loan programs. Remaining miscellaneous grant programs are generally lightly funded and heavily subscribed. Nonetheless, even the benefit of low-interest loans makes the effort of applying worthwhile. Grants and low-cost loans for Washington State utilities are available from various Washington State departments. There are many grant and loan programs that the City might be eligible for, described in greater detail below.

8.2.2.2 Department of Commerce

A September 2014 document from the Washington State Department of Commerce summarizes various loan and grant programs available ("Summary of Some Grant and Loan Programs for Drinking Water and Wastewater Projects," found at http://www.commerce.wa.gov/Documents/9-2-14_multi-program_funding_program_summary.pdf). A few of those programs are described below.

Community Economic Revitalization Board (CERB). CERB, a division of the Washington State Department of Commerce, primarily offers low-cost loans; grants are made available only to the extent that a loan is not reasonably possible. The CERB targets public facility funding for economically disadvantaged communities, specifically for job creation and retention. Priority criteria include the unemployment rates, number of jobs created and/or retained, wage rates, projected private investment, and estimated state and local revenues generated by the project. According to its website, "CERB funds a variety of projects that create jobs including (but not limited to) domestic and industrial water, storm and sewer projects, telecommunications and port facilities." Eligible applicants include cities, towns, port districts, special purpose districts, federally recognized Indian tribes, and municipal corporations.

Funding details for the 2013–15 Program are as follows per the Washington Commerce website: "$9 million was appropriated to CERB for the 2013-2015 Biennium. By state law, CERB must award 75 percent of this funding to projects in rural counties. The Board has also allocated $2,182,500 to be available for construction and planning grants on a first-come, first-served basis." (See Table 8-5)

Table 8-5. Funding Programs	
Program	**Funding limitations**
Committed Private Sector Partner Construction	• $2 million per project load award limit • Up to $300,000 or 50% of total award, **whichever is less**, may be grant funds • 20% cash match required (minimum, percent of total project cost)
Prospective Development Construction	• Available to rural communities only • $2 million per project load award limit • Up to $300,000 or 50% of total award, **whichever is less**, may be grant funds • 20% cash match required (minimum, percent of total project cost)
Planning/Economic Feasibility Studies	• $50,000 grant per project award limit • 25% cash match required (minimum, percent of total project cost)

Further details are available at:

- http://www.commerce.wa.gov/commissions/CommunityEconomicRevitalizationBoard/
- http://www.commerce.wa.gov/Documents/2013-15_Policies.pdf
- http://www.commerce.wa.gov/commissions/CommunityEconomicRevitalizationBoard/Pages/CERB-Traditional-Programs.aspx

Public Works Board (PWB) Financial Assistance. The PWB's overarching goal is to provide community access to financial and technical resources that help sustain local infrastructure. Cities, towns, counties, and special-purpose districts are eligible to receive financial assistance for qualifying projects. When funding is available, the following tools are accessible:

- Construction Loan Program (http://www.pwb.wa.gov/financial-assistance/Construction/Pages/default.aspx):
  - Funding cycle: Per the PWB website, the governor's proposed 2015–17 budget offers $69.7 million for 19 projects.
  - Program description: Low-interest loans for local governments to finance public infrastructure construction and rehabilitation. Eligible projects must improve public health and safety, respond to environmental issues, promote economic development, or upgrade system performance.
  - Terms: For non-distressed communities, a term of 5 years or less has an interest rate of 1.28 percent and a term from 6 to 20 years has an interest rate of 2.55 percent.
- Pre-Construction Loan Program (http://www.pwb.wa.gov/financial-assistance/Pre-Construction/Pages/default.aspx):
  - Funding cycle: No funding has been allocated to the pre-construction loan program for the 2013–15 biennium.
  - Program description: Local governments may apply for low-interest loans to finance pre-construction activities to prepare a project for construction.
  - Terms: Terms are limited to a 5-year repayment period (the loan term may be converted to 20 years once the project has secured construction funding) with a 1 percent interest rate.
- Emergency Loan Program (http://www.pwb.wa.gov/financial-assistance/Emergency-Loan/Pages/default.aspx):
  - Funding cycle: No funding has been allocated to the Emergency Loan Program for the 2013–15 biennium.
  - Program description: The Emergency Loan Program provides funding to address public-works emergencies, thereby helping to provide immediate restoration of critical public-works services and facilities.

  - Terms: Funds are limited to $500,000 per jurisdiction per biennium, and come with a 20-year term (or the life of the project), and a 3 percent interest rate. No local match is required.

Further general resources are available at:

- http://www.pwb.wa.gov/financial-assistance/Pages/default.aspx
- http://www.pwb.wa.gov/Documents/FINAL-MASTER-GUIDELINES.pdf
- http://www.commerce.wa.gov/Documents/9-2-14_multi-program_funding_program_summary.pdf

8.2.2.3 Department of Ecology: Integrated Water Quality Funding Program

This year, Ecology received 227 applications requesting more than $352 million in financial assistance. Ecology is proposing grant and loan funding for 165 projects totaling approximately $229 million.

- State Water Pollution Control Revolving Fund and Centennial Clean Water Program
  - Design projects associated with publicly owned wastewater and stormwater facilities. The integrated program also funds planning and implementation of nonpoint source pollution control activities. Terms for State fiscal year 2016 include either 2.4 percent interest for a 6–20 year term or 1.2 percent for 5-year term loans. Forgivable loan principal terms are available for distressed communities.
  - Further general resources are available at: http://www.ecy.wa.gov/programs/wq/funding/cycles/FY2016/index.html

8.2.3 Public Debt Financing

This section describes potentially available public debt financing tools.

8.2.3.1 General Obligation Bonds

General obligation (GO) bonds are bonds secured by the full faith and credit of the issuing agency, committing all available tax and revenue resources to debt repayment. With this high level of commitment, GO bonds have relatively low interest rates and few financial restrictions. However, the authority to issue GO bonds is restricted in terms of the amount and use of the funds, as defined by Washington constitution and statute. Specifically, the amount of debt that can be issued is linked to assessed valuation.

RCW 39.36.020 states:

> (ii) Counties, cities, and towns are limited to an indebtedness amount not exceeding one and one-half percent of the value of the taxable property in such counties, cities, or towns without the assent of three-fifths of the voters therein voting at an election held for that purpose.
>
> (b) In cases requiring such assent counties, cities, towns, and public hospital districts are limited to a total indebtedness of two and one-half percent of the value of the taxable property therein.

While bonding capacity can limit availability of GO bonds for utility purposes, these can sometimes play a valuable role in project financing. A rate savings may be realized through two avenues: the lower interest rate and related bond costs, and the extension of repayment obligation to all tax-paying properties (not just developed properties) through the authorization of an *ad valorem* property tax levy.

8.2.3.2 Revenue Bonds

Revenue bonds are commonly used to fund utility capital improvements. The debt is secured by the revenues of the issuing utility and the debt obligation does not extend to the city's other revenue sources. With this limited commitment, revenue bonds typically bear higher interest rates than GO bonds and also require security conditions related to the maintenance of dedicated reserves (a bond reserve) and financial performance (added bond debt service coverage). The City agrees to satisfy these requirements by ordinance as a condition of bond sale.

Revenue bonds can be issued in Washington without a public vote. There is no bonding limit, except perhaps the practical limit of the utility's ability to generate sufficient revenue to repay the debt and provide coverage. In some cases, poor credit might make issuing bonds problematic.

8.2.4 Capital Resource Funding Summary

An ideal funding strategy would include the use of grants and low-cost loans when debt issuance is required. However, these resources are very limited and competitive in nature and do not provide a reliable source of funding for planning purposes. It is recommended that the City pursue these funding avenues but assume bond financing to meet needs above the Utility's available cash resources. GO bonds may be useful for special circumstances, but because bonding capacity limits are most often reserved for other City (non-Utility) purposes, revenue bonds are a more secure financing mechanism for Utility needs. The Capital Financing Strategy developed to fund the updated CIP follows the funding priority below:

1. Available grant funds and/or developer contributions
2. Interest earnings on allocated fund balances
3. Other miscellaneous capital resources
4. Annual revenue collections from SDCs
5. Annual transfers of rate-funded capital or excess cash (above minimum balance targets) from operating accounts
6. Accumulated capital cash reserves
7. Revenue bond financing

The 20-year CIP is expected to be funded from cash reserves and non-debt capital revenues.

8.3 Financial Plan

The City of Auburn's Sewer Utility is an enterprise fund that is responsible for funding all of its related costs. It is not dependent upon general tax revenues or general fund resources. The primary source of funding for the Utility is collections from sewer service charges. The City controls the LOS charges by ordinance and, subject to statutory authority, can adjust user charges as needed to meet financial objectives.

The financial plan can provide a qualified assurance of financial feasibility only if it considers the "total system" costs of providing sewer service—both operating and capital. To meet these objectives, the following elements are completed:

- *Capital funding plan:* The capital funding plan identifies the total CIP obligations for the planning period 2014–35, although the capital plan identified in this Plan begins with 2016. The capital funding plan defines a strategy for funding the CIP including an analysis of available resources from rate revenues, existing reserves, SDCs, debt financing, and any special resources that may be readily available (e.g., grants, developer contributions, etc.). The capital funding plan may impact the financial plan through use of debt financing (resulting in annual debt service) and the

assumed rate revenue resources available for capital funding. The capital funding plan is discussed in Section 8.3.3.

- *Financial forecast:* This forecast identifies annual non-capital costs associated with the operation, maintenance, and administration of the sewer system. Included in the financial plan is a reserve analysis that forecasts cash flow and fund balance activity along with testing for satisfaction of actual or recommended minimum fund balance policies. The financial plan ultimately evaluates the sufficiency of Utility revenues in meeting all obligations, including operating expenses, debt service, and reserve contributions, as well as any debt service coverage requirements associated with long-term debt. The financial forecast analysis is discussed in Section 8.4.

8.3.1 Utility Fund Structure

The City tracks the Utility's revenues and expenditures in two funds: Fund 431 Sewer and Fund 433 Sewer Metro. The revenues and expenditures of both funds are included in the "combined" financial forecast. Conceptually, Utility expenditures can be divided into three main types of costs: operating, capital, and debt service. For modeling purposes, the "combined" sewer utility is split among three "accounts" as is bulleted below: operating, capital, and debt reserves. Municipal utilities commonly maintain separate operating, capital, and debt reserves. The initial allocation of the beginning fund balance is discussed in Section 8.4.

- *Operating:* Serves as an operating account where operating revenues are deposited and operating expenses are paid.
- *Capital*: Serves as a capital account where capital revenues are deposited and capital expenditures are paid. Examples of capital revenues include SDCs, grant proceeds, debt proceeds, and contributions from rates.
- *Debt reserves:* Serves as a restricted account set up to comply with debt covenants.

Splitting the funds into three separate "accounts" allows the City to apply the City's and industry standard reserve targets to each account. Minimum balance thresholds for these accounts are discussed in the next section.

8.3.2 Financial Policies

A brief summary of the City's adopted and or recommended financial policies follows below. Adopted policies are based on the City's "Process/Policies" section within the 2015–16 budget.

8.3.2.1 Reserve Policies

Utility reserves serve multiple functions; they can be used to address variability and timing of expenditures and receipts; occasional disruptions in activities, costs, or revenues; and meeting utility debt obligations. The collective use of individual reserves helps to limit the City's exposure to revenue shortfalls, meet long-term capital obligations, and reduce the potential for bond coverage defaults.

- *Operating reserve:* An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. Like other types of reserves, operating reserves also serve another purpose: they help to smooth rate increases over time. Target funding levels for an operating reserve are generally expressed as a certain number of days of M&O expenses, with the minimum requirement varying with the expected revenue volatility. Industry practice for utility operating reserves ranges from 30 days (8 percent) to 120 days (33 percent) of M&O expenses, with the lower end more appropriate for utilities with stable revenue streams and the higher end of the range more

appropriate for utilities with significant seasonal or consumption-based fluctuations (such as most water utilities).

The City's adopted policy states that the Sewer Utility's target operating reserves should be approximately 60 days (page 36, "Process/Policies"). This is the target used in the financial forecast. Based on the City's 2015 budgeted local expenditures (excluding depreciation and the King County Metro remittance), a 60-day target equates to $1.1 million in 2015.

- *Capital contingency reserve:* A capital contingency reserve is an amount of cash set aside in case of an emergency should a piece of equipment or a portion of the Utility's infrastructure fail unexpectedly. Additionally, the reserve could be used for other unanticipated capital needs including capital project cost overruns. There are various approaches to identifying an appropriate level for this reserve, such as (1) identifying a percentage of a utility system's total fixed assets, and (2) determining the cost of replacing highly critical assets or facilities. Following common industry practice, this analysis assumes a minimum capital fund balance equal to 1 percent of the original cost of plant in service.
- *Bond reserve:* Bond covenants often establish reserve requirements as a means of protecting an agency against the risk of nonpayment. This bond reserve can be funded with cash on hand, but is more often funded at the time of borrowing as part of the bond principal. A reserve amount equal to annual bonded debt service is targeted.

8.3.2.2 System Reinvestment Policies

The purpose of system reinvestment funding is to provide for the replacement of aging system facilities to ensure sustainability of the system for ongoing operation. Each year, the Utility's assets lose value, and as they lose value they are moving toward eventual replacement. That accumulating loss in value and future liability is typically measured for reporting purposes through annual depreciation expense. This is based on the original cost of the asset divided by its anticipated useful life. While this expense reflects the consumption of the existing asset and its original investment, the replacement of that asset will likely cost much more, after factoring in inflation and construction conditions. Therefore, the added annual replacement liability is often even greater than the annual depreciation expense. It is prudent to establish a system reinvestment policy that attempts to recover at least a portion of the annual depreciation expense.

The City's adopted policy is to phase in system reinvestment funding over 10 years in 10 percent increments beginning in 2012. To keep rates at their currently adopted levels through 2017, the system reinvestment strategy for the financial plan begins in 2015 at 10 percent and increases by 10 percent per year until 100 percent of the target is funded.

8.3.2.3 Debt Policies

Bond covenants often establish a minimum debt coverage ratio as a means of protecting an agency against the risk of nonpayment. The industry's standard minimum coverage ratio is 1.25 times annual revenue bond debt service. The City's policy matches this industry standard.

The City also identifies another debt level related policy, which is to maintain a capital ratio of 50 percent debt to 50 percent equity. The industry standard is a maximum of 60 percent debt to 40 percent equity. The City's capital ratio from the 2013 financial statement was well below that threshold at approximately 12 percent debt to 88 percent equity. The forecast estimates that the debt level will not exceed 12 percent debt in the 20-year planning period.

8.3.3 Capital Funding Plan

The CIP developed for this Plan contains 10 different projects valued at $33 million ($49 million inflated) over the 2016–35 planning period. Capital expenditures for 2014 and 2015 are based on

estimated and budgeted amounts, respectively. Costs are stated in 2014 dollars and are escalated to the year of planned spending at an annual inflation rate of 3.5 percent per year.

Table 8-6 summarizes the expected annual capital expenditures.

Table 8-6. City of Auburn Sewer CIP

Year	2014 $	Inflated $
2014	$ 2,405,393	$ 2,405,393
2015	$ 2,300,934	$ 2,381,467
2016	$ 2,490,000	$ 2,667,350
2017	$ 1,780,200	$ 1,973,740
2018	$ 2,415,200	$ 2,771,498
2019	$ 883,200	$ 1,048,965
2020	$ 3,165,200	$ 3,890,839
2021	$ 856,200	$ 1,089,326
8-year total	$ 16,296,327	$ 18,228,576
2022–35	$ 21,181,000	$ 35,231,899
Grand total	$ 37,477,327	$ 53,460,475

A capital funding plan is developed to determine the total resources available to meet the CIP needs and determine if new debt financing will be required. After allocating the estimated beginning 2015 fund balance first to the debt reserve and secondly to the operating reserve, nearly $9 million was available for capital.

The SDC is projected to generate an average annual revenue stream of just over $630,000 through 2021. This is based on an assumed customer growth rate of 2 percent per year. The customer growth percentage is drawn from a review of the previous 8 years of actual customer growth (2008–15).

The SDC revenue projection assumes the current SDC of $850 plus an annual Construction Cost Index adjustment starting in 2015. The City Council is currently reviewing an update of the SDCs.

A summary of the capital funding plan is summarized in Table 8-7. The analysis shows that the CIP can be fully funded using cash reserves and non-debt capital revenue; no new debt is required.

Table 8-7. City of Auburn Capital Financing Plan

Year	Capital expenditures	Capital expenditures inflated	Revenue bond financing	Cash funding	Total financial resources
2014	$ 2,405,393	$ 2,405,393	$ -	$ 2,405,393	$ 2,405,393
2015	2,300,934	2,381,467	-	2,381,467	2,381,467
2016	2,490,000	2,667,350	-	2,667,350	2,667,350
2017	1,780,200	1,973,740	-	1,973,740	1,973,740
2018	2,415,200	2,771,498	-	2,771,498	2,771,498
2019	883,200	1,048,965	-	1,048,965	1,048,965
2020	3,165,200	3,890,839	-	3,890,839	3,890,839
2021	856,200	1,089,326	-	1,089,326	1,089,326
8-year total	$ 16,296,327	$ 18,228,576	$ -	$ 18,228,576	$ 18,228,576
2022–35	$ 21,181,000	$ 35,231,899	$ -	$ 35,231,899	$ 35,231,899
Grand total	$ 37,477,327	$ 53,460,475	$ -	$ 53,460,475	$ 53,460,475

8.4 Financial Forecast

The financial forecast, or revenue requirement analysis, forecasts the amount of annual revenue that needs to be generated by rates throughout the 2015–21 planning period. The analysis incorporates operating revenues, M&O expenses, debt service payments, rate-funded capital needs, and any other identified revenues or expenses related to utility operations, and determines the sufficiency of the current level of rates. Revenue needs are also impacted by debt covenants (typically applicable to revenue bonds) and specific fiscal policies and financial goals of the Utility. For this analysis, two revenue sufficiency "tests" have been developed to reflect the financial goals and constraints of the Utility: (1) cash needs must be met, and (2) debt coverage requirements must be realized. In order to operate successfully with respect to these goals, both tests of revenue sufficiency described below must be met.

8.4.1 Cash Flow Test

The cash flow test identifies all known cash requirements for the Utility in each year of the planning period. Capital needs are identified and a capital funding strategy is established. This may include the use of debt, cash reserves, outside assistance, and rate funding. Cash requirements to be funded from rates are determined. Typically, these include M&O expenses, debt service payments, system reinvestment funding or directly funded capital outlays, and any additions to specified reserve balances. The total annual cash needs of the Utility are then compared to total operating revenues (under current rates) to forecast annual revenue surpluses or shortfalls.

8.4.2 Coverage Test

The coverage test is based on a commitment made by the City when issuing revenue bonds. As a security condition of issuance, the City is required per covenant to agree that the revenue bond debt would have a higher priority for payment (a senior lien) compared to most other Utility expenditures; the only outlays with a higher lien are M&O expenses. Debt service coverage is expressed as a multiplier of the annual revenue bond debt service payment. For example, a 1.0 coverage factor would imply that no additional cushion is required. A 1.25 coverage factor means revenues must be sufficient to pay M&O expenses, annual revenue bond debt service payments, plus an additional 25 percent of annual revenue bond debt service payments. The excess cash flow derived from the added coverage, if any, can be used for any Utility purpose, including funding capital projects. The existing coverage requirement policy on the City's outstanding revenue bonds is 1.25 times bond debt. In determining the annual revenue requirement, both the cash and coverage sufficiency tests must be met—the test with the greatest deficiency drives the level of needed rate increase in any given year.

The financial forecast projects the amount of operating and capital expenditures to determine the annual amount of revenue required. The objective of the financial forecast is to evaluate the sufficiency of the current level of rates in meeting the total revenue requirements of the system. In addition to annual operating costs, the revenue of the Utility must also meet debt covenant requirements and minimum reserve level targets.

8.4.3 Financial Forecast

The financial forecast is developed from the City's adopted 2015–16 biennial budget documents along with other key factors and assumptions to develop a portrayal of the Utility's annual financial obligations. The forecast covers the 2015–21 planning period. The following is a list of the key revenue and expense factors and assumptions used to develop the forecast.

8.4.3.1 Revenue and Fund Balance Assumptions

The following revenue and fund balance assumptions are used to develop the forecast:

- Customer growth and demand: Based on a review of historical data from 2008 to 2015, annual customer account growth has averaged approximately 2 percent. To be consistent with the Water financial forecast, annual water use per account is projected to decline by 1 percent per year until 2027. Because the residential rate structure is flat, the decline in usage in that class would not affect rate revenues. Therefore, the 1 percent decline applies only to the variable portion of sewer rate revenues. The net effect of 2 percent customer account growth and 1 percent decline in non-residential usage per account results in a composite rate revenue increase of 1.5 percent per year.
- Adopted rate increases: The City has adopted annual rate increases through 2017 of roughly 2.5 percent, which are incorporated into the revenue figures within the forecast. The analysis shows that through 2017, no additional rate increases are needed above the adopted levels.
- Miscellaneous revenues are conservatively assumed to stay at their currently budgeted levels. Miscellaneous revenues include late penalties, sewer applications, etc. The Build America Bonds (BAB) subsidy for the 2010 Revenue Bond is expected to gradually decline in proportion to the annual decline in interest expense.
- Fund balances are based on the estimated beginning balance in 2015 for Fund 431. This balance was allocated to the "accounts" using the following methodology:
  1. Debt reserve: amount equal to highest annual bonded debt service on existing debt
  2. Operating reserve: amount equal to the operating reserve target of 60 days
  3. Capital reserve: remaining funds

  The estimated beginning fund balance in 2015 was approximately $10.8 million, which is enough to fully fund the debt reserve, and provide 60 days in the operating reserve, leaving nearly $9 million to fund the capital reserve. The fund balance for Fund 433 (Sewer Metro reserve) remains in that fund and is not used in this financial forecast.

8.4.3.2 Expenditures and Other Miscellaneous Assumptions

The following expenditures and other miscellaneous assumptions are used to develop the forecast:

- Interest earnings initially assume a rate of 0.09 percent applied to beginning-of-year cash balances based on existing Local Government Investment Pool rates, phasing toward 0.25 percent over the long term.
- General operating expenses are escalated from the budgeted figures at 2.5 percent per year, labor costs increase at 2.5 percent per year, and benefits at 5.5 percent per year.
- State taxes are calculated based on prevailing tax rates.
- Existing debt service schedules were provided by the City and include one existing revenue bond issue as well as two Public Works Trust Fund loans. These obligations represent nearly $728,000 in annual debt service as of 2015.
- The King County Metro charges were modeled as a "pass through"—revenues equal to expenditures. Metro Service revenues were calculated using each year's estimated number of RCEs and the corresponding year's monthly service charge. Projected monthly charges were based on the County's estimated rate schedule through 2020, with inflationary adjustments assumed beyond 2020. Industrial surcharges were increased at the same rate as the monthly service charge.
- This Plan identifies additional staffing needs above the 2015 and 2016 budgeted levels, which total over $232,000 per year beginning in 2017:

  - Asset management specialist (0.5 FTE): salary and benefits of $46,000 per year (note: the other 0.5 FTE is to be included within the City's Storm Drainage Utility)
  - Maintenance worker II (1 FTE): salary and benefits of $93,000 per year
  - Maintenance worker II (1 FTE): salary and benefits of $93,000 per year
- The rate strategy focuses on the 2015–21 planning period. It is imperative that the City review the proposed rates and rate assumptions annually to ensure that the rate projections developed remain adequate. Any significant changes should be incorporated into the financial plan and future rates should be adjusted as needed.

Table 8-8 summarizes the annual revenue requirement through 2021 based on the forecast of revenues, expenditures, fund balances, fiscal policies, and capital funding.

In 2012, the City Council adopted annual rate increases of 2.5 percent in each of 2015, 2016, and 2017. The financial analysis shows that the adopted rates generate sufficient revenue to meet operating expenses and the Utility policy goals as discussed herein for the 2015–17 period. Based on the assumptions in the forecast, no incremental rate increases (above adopted amounts) are needed through 2017.

Rate increases averaging about 3.3 percent per year are needed in 2018 and beyond to cover projected M&O expenses, debt service payments, system reinvestment funding, and other stated financial policy objectives.

Table 8-8. City of Auburn Financial Forecast

Revenue requirements	2014	2015	2016	2017	2018	2019	2020	2021
Assuming existing rates								
Revenue								
Local rate revenues	$7,428,178	$7,729,650	$8,042,305	$8,366,484	$8,491,446	$8,618,273	$8,746,995	$8,877,640
Non-rate revenues + King County Metro sewer	15,957,246	16,446,729	16,759,701	18,162,930	18,840,675	19,570,948	20,318,501	21,214,937
Total revenue	$23,385,424	$24,176,380	$24,802,006	$26,529,415	$27,332,121	$28,189,221	$29,065,496	$30,092,577
Expenses								
Cash operating expenses	$22,580,466	$23,073,590	$23,212,150	$25,130,173	$26,032,966	$26,998,699	$27,989,485	$29,146,421
Operating expense per RCE [a]		739	735	786	805	826	846	868
Existing debt service	730,191	728,283	727,038	817,610	815,874	814,887	813,347	811,255
Debt service per RCE [a]		23.3	23.0	25.6	25.2	24.9	24.6	24.3
New debt service	-	-	-	-	-	-	-	-
Rate-funded system reinvestment	-	157,565	323,428	471,687	640,778	822,550	992,282	1,203,542
Additions to operating reserve	-	-	-	-	36,606	38,226	35,922	45,855
Total expenses	$23,310,657	$23,959,438	$24,262,616	$26,419,470	$27,526,224	$28,674,362	$29,831,036	$31,207,072
Cash surplus/(deficiency): before rate increases	$74,767	$216,942	$539,389	$109,945	$(194,104)	$(485,140)	$(765,540)	$(1,114,495)
Annual rate adjustment		0.00%	0.00%	0.00%	2.54%	3.62%	3.26%	3.85%
Cumulative annual rate adjustment		0.00%	0.00%	0.00%	2.54%	6.25%	9.71%	13.94%
After rate increases:								
Local rate revenues	$7,428,178	$7,729,650	$8,042,305	$8,366,484	$8,706,904	$9,156,786	$9,596,757	$10,114,747
Cash surplus/(deficiency): after rate increases	74,800	216,900	539,400	109,900	36,600	38,200	35,900	45,900
Debt service coverage: revenue bonds	5.82	6.72	7.98	6.42	6.72	7.18	7.63	8.20
Debt service coverage: all debt	3.38	3.91	4.66	4.05	4.25	4.55	4.84	5.21

a. *Existing 31,230 RCE within the service area, as of June 2015. Assumed RCE growth is consistent with service area population growth assumed for Hydraulic Capacity Analysis (Chapter 5 and Appendix B).*

The last two rows of Table 8-8 show the projected debt service coverage for both bonded debt and total debt. Bonded debt service coverage—which legally cannot drop below 1.25—is projected to stay at or above 5.8 throughout the life of the forecast. Debt service coverage for total debt (including state loans) is recommended to be at least 1.0, and throughout the life of this forecast, it is projected to stay at or above 3.4.

Table 8-8 includes projections of operating and debt service costs per RCE (see Section 2.3). RCE operating costs are anticipated to increase within the planning period. The increase will occur primarily because of the need for additional staff, who are needed for existing and anticipated new system M&O tasks to maintain level of service as identified in previous chapters. Operating costs are also anticipated to grow at a greater rate than assumed RCE growth. Per RCE debt service is not projected to vary significantly within the planning period. No new debt service costs are anticipated.

8.4.4 City Funds and Reserves Balances

Table 8-9 shows a summary of the projected ending City operating, capital, and debt reserve balances through 2021. The operating reserve ends at 60 days of operating expenditures; the capital reserve ends at $3.3 million, which is above the minimum target of $1.1 million; and the debt reserve ends at $0.5 million, which is enough to cover 1 year of annual bonded debt service.

Table 8-9. City of Auburn Cash Balance Summary

Ending reserves	2014	2015	2016	2017	2018	2019	2020	2021
Operating	$1,139,255	$1,132,900	$1,101,349	$1,188,469	$1,225,076	$1,263,302	$1,299,223	$1,345,078
Capital	9,487,763	7,686,286	6,496,031	5,627,941	4,139,325	4,586,275	2,399,129	3,258,276
Debt	516,173	516,173	516,173	516,173	516,173	516,173	516,173	516,173
Total	$11,143,190	$9,335,358	$8,113,553	$7,332,583	$5,880,574	$6,365,749	$4,214,525	$5,119,527

8.5 Existing Rate Structure and Projected Schedule

The City's existing sewer rate structure for inside City customers is composed of two rate classes. The residential rate schedule consists of a monthly base charge. The non-residential rate schedule consists of both a monthly base charge and a volume charge based upon the amount of water used as measured in 100-cubic-foot (ccf) increments above the initial allowance.

Residential sewer utility customers residing outside of the City's political boundaries are assessed charges based upon the inside City rate plus a 50 percent premium (ACC 13.06.360). Low-income single-family residential customers are provided a 50 percent discount to the rates presented. To qualify for a low-income discount, a customer must be 62 years old or older and meet low-income guidelines as defined by the U.S. Department of Housing and Urban Development (ACC 13.24).

A recent detailed review of the City's rate structure has been completed in the 2014 Retail Rate Study. The review recommended increasing the volume charge while maintaining the current base charge through 2017. This phases the existing rate structure toward a more standard definition of 7.5 ccf of implicit usage included in the monthly base charge.

Table 8-10 presents the City's existing sewer rate schedule for each customer class under the adopted rates through 2017 (no rate increases above adopted levels are necessary through 2017). The table then incorporates necessary rate increases starting in 2018 and continuing through 2021.

Table 8-10. City of Auburn Projected Local Rate Schedule								
Monthly rate schedule	Adopted 2014	Adopted 2015	Adopted 2016	Adopted 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021
Annual		0.0%	0.0%	0.0%	2.5%	3.6%	3.3%	3.8%
Cumulative		0.0%	0.0%	0.0%	2.5%	6.2%	9.7%	13.9%
Residential								
Base	$23.12	$23.69	$24.29	$24.89	$25.52	$26.45	$27.31	$28.36
Non-residential								
Base (first 750 cf)	$23.12	$23.69	$24.29	$24.89	$25.52	$26.45	$27.31	$28.36
Volume (additional 100 cf)	$2.34	$2.39	$2.45	$2.52	$2.58	$2.68	$2.76	$2.87

Low-income discount: 50%.

Outside city multiplier: 1.50.

King County Metro rates not included in rate forecast.

Rate increases shown in 2015, 2016, and 2017 reflect already-adopted annual increases of 2.5%.

8.6 Affordability

The Washington State Department of Health and Public Works Board has historically used an affordability index to prioritize low-cost loan awards. The typical threshold looks at whether a system's rates exceed 1.5 to 2.0 percent of the median household income for the demographic area. As a result, if monthly bills are less than 1.5 percent of the median household income for the demographic area, they are generally considered affordable.

According to City staff, the median household income for the city of Auburn in 2012 was $49,996. This figure was inflated to $51,810 at 2014 levels assuming annual Consumer Price Index adjustments. Table 8-11 presents the City's estimated single-family sewer rate with the projected rate increases for the forecast period. The affordability mark (monthly bill*12 ÷ median income) averages 0.5 percent throughout the study period. As shown in Table 8-11, the City's local sewer rates remain well within the affordability range throughout the planning period. If the County's monthly charge is included in this calculation, the affordability mark averages 1.5 percent.

Table 8-11. City of Auburn Affordability Test				
Year	Inflation	Median HH income	Projected monthly bill (local only)	% of median HH income
2014	2.50%	$51,810	$23.12	0.54%
2015	2.50%	$53,106	$23.69	0.54%
2016	2.50%	$54,433	$24.29	0.54%
2017	2.50%	$55,794	$24.89	0.54%
2018	2.50%	$57,189	$25.52	0.54%
2019	2.50%	$58,619	$26.45	0.54%
2020	2.50%	$60,084	$27.31	0.55%
2021	2.50%	$61,586	$28.36	0.55%

Monthly bill assumes residential local rate only.

8.7 Conclusion

The financial analysis indicates that the adopted rates in 2015, 2016, and 2017 are sufficient to meet the Utility financial obligations as presented herein. No additional rate increases are proposed for 2015–17. Based on the forecast, required rate increases for 2018–21 average about 3.3 percent per year for a cumulative rate increase of 13.9 percent. The financial forecast shows that no new debt is expected to be required to fund the identified capital program within this Plan.

This evaluation also finds that the local sewer rates with projected rate increases would remain within the defined threshold of affordability.

Chapter 9

Implementation Plan

Building upon the M&O activities outlined in Chapter 6 and the projects described in Chapter 7 , this chapter presents a work plan for future Utility activities. Critical elements of the plan (e.g., CIP implementation and criticality-based maintenance plans) are presented and a planning-level schedule is provided to guide the Utility's activities in the coming years.

For discussion, plan implementation is divided into two sections:

- presentation of the CIP for both 6- and 20-year time frames
- description of the steps forward in order to implement the activities described in this chapter.

Funding for these activities is described in a separate rate analysis study prepared in conjunction with the overall Sewer Plan.

The timeline at the conclusion of this chapter shows the proposed implementation schedule.

9.1 6-Year and 20-Year CIP

The 6-year CIP contains projects identified by the City as requiring immediate action. The 6-year CIP also contains general improvement projects allowing for annual R&R of facilities in the next 6 years. Details regarding these projects are provided in Chapter 7. The 6-year CIP is shown in Table 9-1.

Table 9-1. Annual Project Cost Summary for 6-Year CIP (in millions of dollars)

Project number	Project name	Priority	2016	2017	2018	2019	2020	2021	6-year project cost
1	Sanitary Sewer Repair and Replacement/System Improvements	1	$1.873	$0.300	$1.500	$0.300	$1.500	$0.300	$5.773
2	Street Utility Improvements	1	$0.200	$0.200	$0.200	$0.200	$0.200	$0.200	$1.200
3	Vactor Decant Study	1	$0.150	$0.000	$0.000	$0.000	$0.000	$0.000	$0.150
4	Sewer Pump Station Replacement/Improvement	1	$0.000	$0.141	$0.500	$0.168	$0.900	$0.141	$1.850
5	Siphon Assessment	1	$0.000	$0.524	$0.000	$0.000	$0.000	$0.000	$0.524
6	Pump Station Condition Assessment	1	$0.187	$0.000	$0.000	$0.000	$0.000	$0.000	$0.187
7	Manhole Ring and Cover Replacement	2	$0.080	$0.080	$0.080	$0.080	$0.080	$0.080	$0.480
8	Cleaning and Inspection of Large-Diameter Pipe	2	$0.000	$0.400	$0.000	$0.000	$0.000	$0.000	$0.400
9	Inflow and Infiltration Study	3	$0.000	$0.135	$0.135	$0.135	$0.135	$0.135	$0.676
10	Plan Update	1	$0.000	$0.000	$0.000	$0.000	$0.350	$0.000	$0.350
	Total 6-year CIP cost for priority 1 projects		$2.410	$1.165	$2.200	$0.668	$2.950	$0.641	$10.034
	Total 6-year CIP cost for priority 2 projects		$0.080	$0.480	$0.080	$0.080	$0.080	$0.080	$0.880
	Total 6-year CIP cost for priority 3 projects		$0.000	$0.135	$0.135	$0.135	$0.135	$0.135	$0.676
	Total 6-year CIP cost		$2.490	$1.780	$2.415	$0.883	$3.1615	$0.856	$11.590

The CIP after the 6-year time period includes ongoing programmatic efforts to develop projects for facility repair or replacement, including projects based on the City's asset management tools. The projects proposed for expenditures in the years 2022 to 2035, and an estimate of total CIP costs for the 20-year period from 2014 through 2035, are shown in Table 9-2.

Table 9-2. Cost Summary for 20-Year CIP (in millions of dollars)

Project number	Project name	Priority	Project costs for 2022–35 (2014 dollars)
1	Sanitary Sewer Repair and Replacement/System Improvements	1	$12.600
2	Street Utility Improvements	1	$2.800
3	Vactor Decant Study	1	$0.000
4	Sewer Pump Station Replacement/Improvement	1	$2.850
5	Siphon Assessment	1	$0.524
6	Pump Station Condition Assessment	1	$0.187
7	MH Ring and Cover Replacement	2	$1.120
8	Cleaning and Inspection of Large-Diameter Pipe	2	$0.400
9	Inflow and Infiltration Study	3	$0.000
10	Plan Update	1	$0.700
	Total 2022–35 CIP cost for priority 1 projects		$19.661
	Total 2022–35 CIP cost for priority 2 projects		$1.520
	Total 2022–35 CIP cost for priority 3 projects		$0.000
	Total 2022–35 CIP cost		$21.181
	Total 20-year CIP cost		$32.771

9.2 Monitoring

The King County flow monitoring and hydraulic modeling completed as part of this Sewer Plan identified areas with high levels of I/I. As discussed in Section 5.2, the levels of I/I are not currently problematic. However, it is recommended the City initiate the first steps of an I/I control program (CIP project 9, Section 6.2) to proactively address potential concerns.

The first step in the program is to select flow metering locations. The budget of CIP project 9 assumed four flow monitors and two rain gauges for six months per year. The suggested initial flow monitoring locations (manhole IDs) for year 1 of CIP project 9 are:

- 410-77
- 611-34
- 611-08
- 610-30

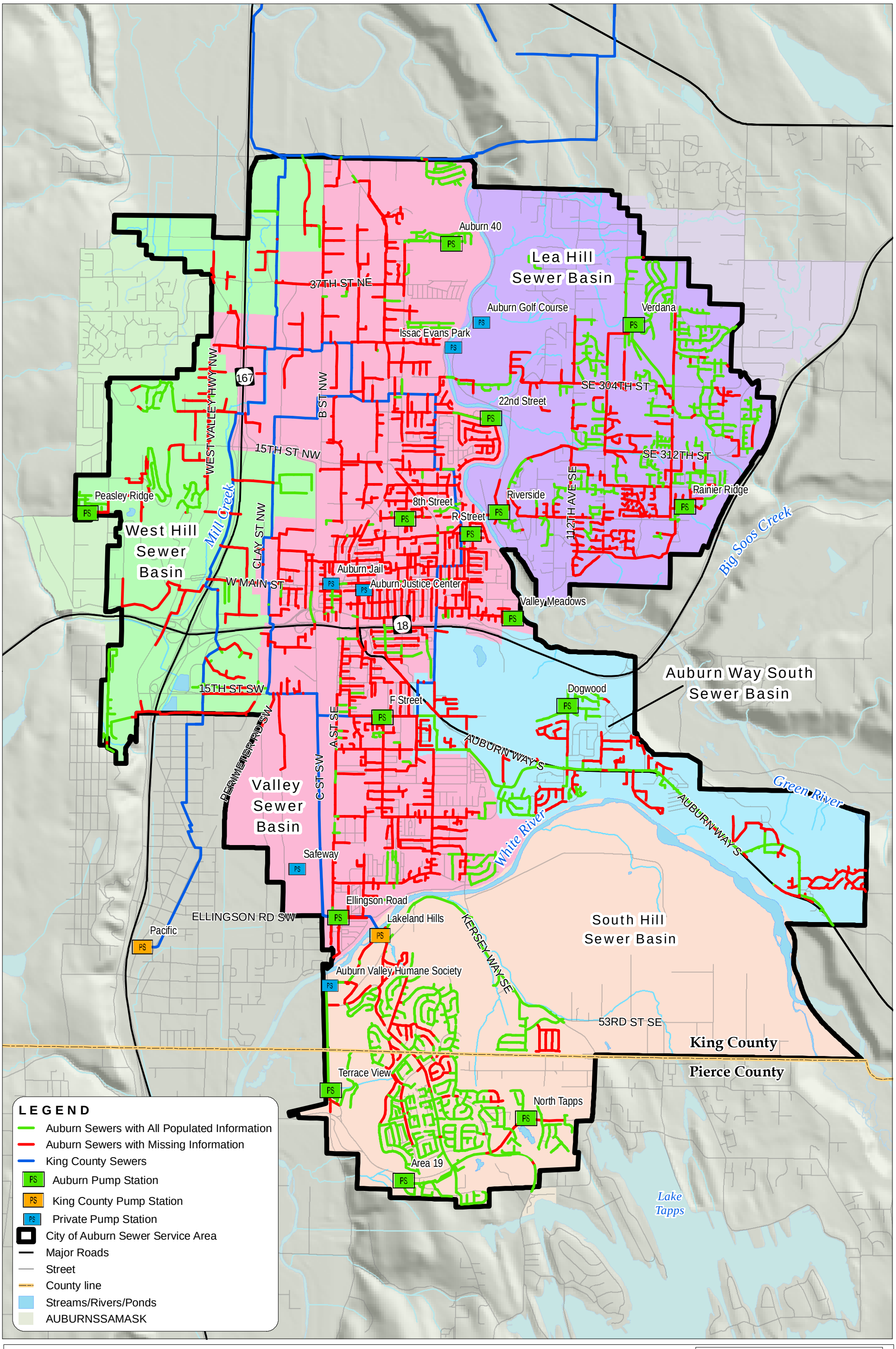
The hydraulic characteristics of exact locations should be examined prior to placement of flow meters to maximize flow metering accuracy. The City should also use the recently upgraded SCADA system to compile pump station pump run times and corresponding wet well levels.

9.3 Asset Management and Maintenance and Operation

Asset management is a defined process for managing facilities and activities that will optimize the life-cycle cost of Utility assets as well as to ensure that the Utility meets defined service levels. The economic life model developed for the 2009 *Comprehensive Sewer Plan* and the recently developed specification to migrate this model to Cartegraph is an example of a criticality-based approach to deciding the optimal timing for repair or replacement of existing utility facilities. This method can also be used for managing risks to the performance of sewers and force mains through maintenance strategies. It is recommended that the City continue the business practice of asset management. To help accomplish this, the City should fully populate its GIS information and implement the economic life model within Cartegraph.

9.3.1 Collect Asset Data

The sanitary sewer system is a complex network of pipes and pump stations that collect and convey wastewater produced within the city to the King County collection system. Not all system attributes are currently included in the City's CMMS database or GIS. Static attributes like material, size, and installation dates can be updated anytime and the condition of each asset should be updated following inspection. Figure 9-1 shows a map of the City's sewer system (pipes) that have some of the static attribute information missing and that need to be updated. Please note that an indication that asset information is missing indicates that at least one particular attribute is not currently in the CMMS database. Generally, that information exists elsewhere in City archives (as-built drawings, etc.), but will be far more useful for managing the Utility's assets when it has been compiled in the CMMS.



COMPREHENSIVE SEWER PLAN
December 2015

Brown AND Caldwell

3,500 0 3,500 7,000 Feet

N

CITY OF AUBURN WASHINGTON

FIGURE 9-1
SANITARY SEWERS
WITH MISSING ATTRIBUTE
INFORMATION

P:\Auburn\145308 Auburn Sewer Comp Plan Update_GIS\Projects\Plan Figures\fig_4-2_ExistingWastewaterConveyanceSystem11x17.mxd

9.3.2 Criticality

Criticality is determined based on the consequences of failure and the likelihood of the failure occurring. Factors that impact criticality include the age of the asset, repair history of the asset, and consequences, in terms of dollars, should a failure occur. Consequences of a system failure include such considerations as whether a failure impacts a hospital or school as compared to a residence or unoccupied property. Each asset is evaluated based on these likelihood and consequence factors and a numerical weighting assigned. The combination of these factors results in the assignment of a criticality value. Figure 9-2 depicts an example of assessing asset criticality values to a large collection system. The data on the figure are not specific to the City's sanitary sewer system.

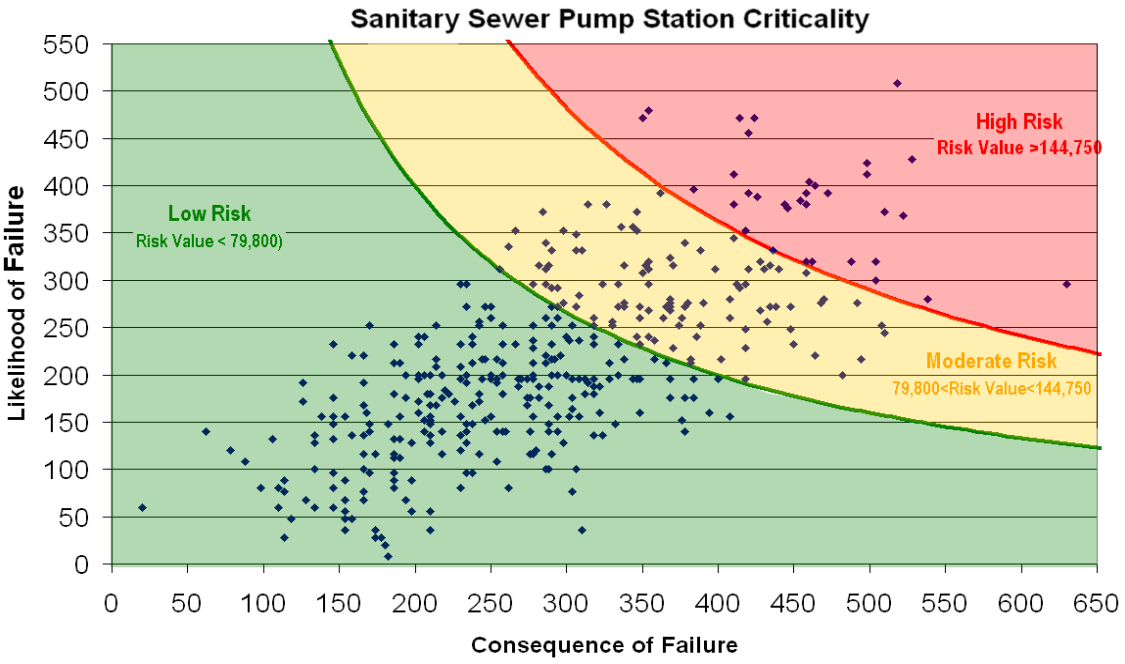


Figure 9-2. Example of identifying asset criticality

The points shown above are sample data and do not represent a specific evaluation of Auburn's sanitary sewer system.

9.3.3 Defining Maintenance Strategies

As Figure 9-3 illustrates, an asset's criticality can be used to determine the best maintenance strategy for that asset. There are four general maintenance strategies based on the risk carried by the asset and the specific maintenance strategy used should be assigned on an individual asset basis to ensure that the appropriate actions are being taken.

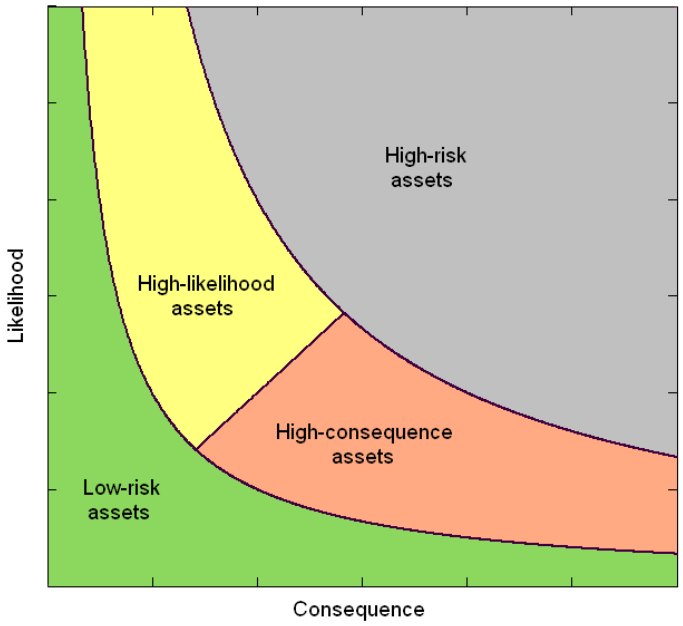


Figure 9-3. Maintenance strategies based on risk

High-risk assets are identified as having both a high likelihood of failure and a high consequence of failure. These assets should be modified in order to mitigate this risk. Risk can be mitigated by adding redundancy to reduce the consequence of failure or by selecting a more robust type of asset that can perform the same function with a lower likelihood of failure. An example of this would be adding a redundant pump to a pump station to reduce the consequence of any one pump failing, or using a different type of pump to reduce the occurrence of clogs.

Moderate-risk assets have been separated into two regions: high-likelihood/low-consequence assets and high-consequence/low-likelihood assets. The assets with a high likelihood of failure but a low consequence of failure should receive time-based maintenance care. This maintenance strategy includes preventive maintenance (PM) including inspection, calibration, oil changes, and tasks recommended by the manufacturer or other best practices. Corrective maintenance should also be conducted to address defects as they are revealed and the spare parts strategy should be prepared for the high incidence of failures. The frequency of these maintenance activities is driven by the economics of maintaining the asset; the cost of maintaining the asset should be in proportion with the cost of replacing the asset in order to optimize the life-cycle cost of asset.

An example of a high-likelihood/low-consequence asset would be a ventilation fan in a pump station. The consequence of the fan failing may be relatively low and, as a result, expensive maintenance activities should not be performed on an inexpensive fan. Instead, performing routine PM to extend the life of the fan should be done at a frequency that is cost-effective and the fan should be replaced upon failure. Spare fans may be kept on hand or an on-call contract with a vendor may be used, if appropriate.

The second region of moderate-risk assets are assets that have a high consequence of failure but are not very likely to fail. These assets should receive condition-based maintenance care. This maintenance strategy includes the same PM identified above but also includes predictive maintenance (PdM), which includes technologies and practices designed to evaluate assets in operation and, based on known failure modes, predict failures before they occur. PdM technologies include vibration monitoring, infrared detection, oil analysis, and other condition evaluative tools.

Once these measures identify deteriorating condition, corrective maintenance activities should be taken to prevent a failure and the spare parts strategy should reflect that the high consequence of failure requires that these assets be non-functional for as short a period of time as possible. The frequency of these maintenance activities should be based on the condition of the asset; as the condition declines, more frequent maintenance efforts may be required.

An example of a high-consequence/low-likelihood asset would be a new sewer line serving the City's downtown area. The sewer may be relatively unlikely to fail, but the costs of a failure are such that preventing a failure is worth the cost of PdM activities. Standard PM such as jet cleaning may still be appropriate, but PdM activities such as monitoring the line via CCTV are appropriate to identify failures before they occur. Once a failure has been identified, the spare parts strategy should be such that the time for repair or replacement minimizes the loss of service to the City's customers. This may mean keeping spare supplies on hand or having an on-call contract with a contractor for quick repairs.

The assets with the lowest risk should receive only minimal, routine PM and most maintenance activities should be reactive. It may be expected to run these assets to failure as the consequences of failure are low. Because of the low consequence and likelihood of failure, replacements for these assets should be ordered rather than kept as spare parts in order to minimize costs. A sump pump in a pump station may have a low likelihood of failing and a low consequence in case of failure. Occasional routine maintenance may be conducted on sump pumps but in general, they are allowed to run to failure. Once they have failed, it may be more cost-effective to purchase a new sump pump "off the shelf" rather than rebuild the existing pump or carry spares.

Table 9-3 summarizes the criticality-based maintenance strategies.

Table 9-3. Criticality-Based Maintenance Strategy Summary

Asset criticality	Maintenance strategy	Frequency basis	Spare parts strategy	Risk optimization
High	**Engineer-out:** mitigate risk by minimizing the likelihood and/or consequence of a failure	None	None	Unacceptable risk
Moderate (high-likelihood)	**Time-based:** routine PM sustains the asset's condition and extends its life	Economic	Prepare for high rate of failure	Minimize risk
Moderate (high-consequence)	**Condition-based:** routine PM is supplemented with PdM to identify failures before they occur	Asset condition	Minimize downtime	No unexpected failures
Low	**Reactive:** only minimal routine maintenance is done to sustain the asset's condition	Economic or as needed	No spares	Run to failure

9.3.4 Condition Assessments

For the City's roughly 5,500 pipe segments, PdM activities will require condition assessments of pipes through CCTV inspections. As with the maintenance strategies, the priority and frequency of CCTV inspections should be related to the relative criticality of the pipe being assessed. High-criticality pipes (those that are in the top 20 percent of the criticality scoring) should get the first priority in receiving inspections and subsequent inspections should be more frequent for these pipes than for less critical pipes. Moderate-criticality pipes (pipes that are in the next 30 percent of criticality scoring) should also receive inspections when available but should be on a less frequent recurring schedule than highly critical pipes. Low-criticality pipes should receive inspections only if the resources are available without hindering the inspection of high- and moderate-criticality pipes.

After condition assessments have been completed, the results should be reentered into the criticality model to either update or confirm the criticality rating. Entering condition assessment data could result in some pipes considered highly critical to be downgraded to moderately critical or could result in some pipes thought to be only moderately critical to become more critical. For example, currently there are two pipes crossing the Green River that should be included in the City's next round of CCTV inspections. If the results of the inspection show that the pipes are in excellent condition, the pipes may be considered less critical and may not need to be reevaluated for a number of years. However, if the inspection shows that the pipes are in poor condition, more frequent inspection may be needed or including a replacement/lining of the pipes in the next CIP may be appropriate.

9.3.5 Continual Improvement

Once asset criticality and the optimal maintenance strategy have been identified, continual reevaluation is important to ensure that the most appropriate strategy has been identified. This process includes reevaluating the likelihood and consequence factors to ensure that they accurately measure the risk an asset carries, recalculating each asset's criticality to identify any changes since the last evaluation, and reviewing each asset's maintenance and spare parts strategy to make certain that the appropriate level and frequency of activities are being performed. This continual improvement guarantees that the minimal life-cycle cost is being achieved for each of the City's assets while still meeting the City's desired LOS.

9.4 Discharge Quality Control

The characteristics of sewage discharged to the collection system can have negative impacts on wastewater treatment and conveyance capability. Such discharges—which include rags, diapers, harmful chemicals, pharmaceuticals, and FOG—should be minimized to the maximum extent possible.

9.4.1 Control of Fats, Oils, and Greases

Engineering currently employs a 0.25 FTE water resources technician to implement and oversee the City FOG Reduction Program. This program seeks to enforce the City's code prohibiting the discharge of FOG by restaurants and other FSEs by requiring the submittal of a FOG control plan as a requirement to obtain a business license. The control plans must outline best management practices that will be taken by the business, such as dry-wiping plates, installing and/or regularly cleaning a grease trap or interceptor, and disposing of grease by recycling it or disposing of it with solid waste. It is recommended (see Section 7.6) that the City continues the current FOG Reduction Program if not expand it to include proactive inspections and public outreach activities.

9.4.2 Industrial Waste

As applications for discharge permits are reviewed by City staff, activities, mainly industrial, that are likely to introduce chemicals or other materials to the sanitary sewer system, are identified. Applicants are directed to coordinate with the King County Wastewater Treatment Division's Industrial Waste Program for the required level of discharge authorization for that activity.

9.4.3 Public Education

The City should continue to educate the general public about what is appropriate to put in the sewer system. Continued use of bill stuffers, posters, general announcements, and other actions to inform the public about the harmful effects that some discharges have to the system is recommended.

9.5 Hazard Planning

Auburn is situated in a geographic area where natural hazards exist. Specifically, the city's proximity to the Green and White rivers presents the potential for flooding and nearby Mt. Rainier looms as a volcanic and lahar hazard. In addition, the numerous faults present in the Puget Sound lowlands increase the likelihood of an earthquake. The Utility should understand the vulnerability of facilities to such natural hazards to be prepared for responding if such an event should occur. The City has prepared a Public Works Emergency Response Manual (see Section 7.4.2) to serve as a guide on how to handle emergency situations.

An evaluation of sewer facilities for hazard planning purposes should be completed. The evaluation should identify the potential hazards for Auburn and assess the vulnerability of sewer facilities to the hazards. As a result of the evaluation, a plan outlining the hazards, facilities vulnerable to hazards, and activities for mitigating the risk associated with the hazards should be developed.

9.6 Maintenance Issues

Maintenance crews have expressed several areas of concern that did not rise to the level of a CIP project based on currently available information. However, they merit additional investigations or research to improve LOS.

9.6.1 105th Place SE and Lea Hill Road SE

The sewer running west down Lea Hill Road SE is very steep and then encounters the 8th Street siphon at the bottom of the hill. There have been odor issues/complaints at this site and it is possible that entrapped air is reducing the capacity of the pipe.

9.6.2 Sewers Crossing Freeway

Three City-owned sewers cross underneath State Route 167 with both sides of the sewers located within wetlands. There is very limited access to these sewers and they have never been inspected.

9.6.3 Sewers within Easements

Sewers that are located within easements, especially ones located in backyards of houses, are difficult to access. Either the sewers are physically constrained by fences or overgrown vegetation limits required access to the sewers for proper maintenance.

9.7 SEPA Compliance

The Washington State Environmental Policy Act (SEPA) environmental checklist was completed by the City as part of this Plan update. A letter documenting the "Determination of Non-Significance" is located in Appendix D.

9.8 Schedule

Figure 9-4 outlines the general schedule for CIP and monitoring over the next 6 years. Projects marked as potential activities are tasks that may be needed to address changing conditions or updated modeling. In cases of funding or resource scarcity, activities should be performed in the order of their impact on addressing the gap between the City's expected LOS and the actual LOS being provided.

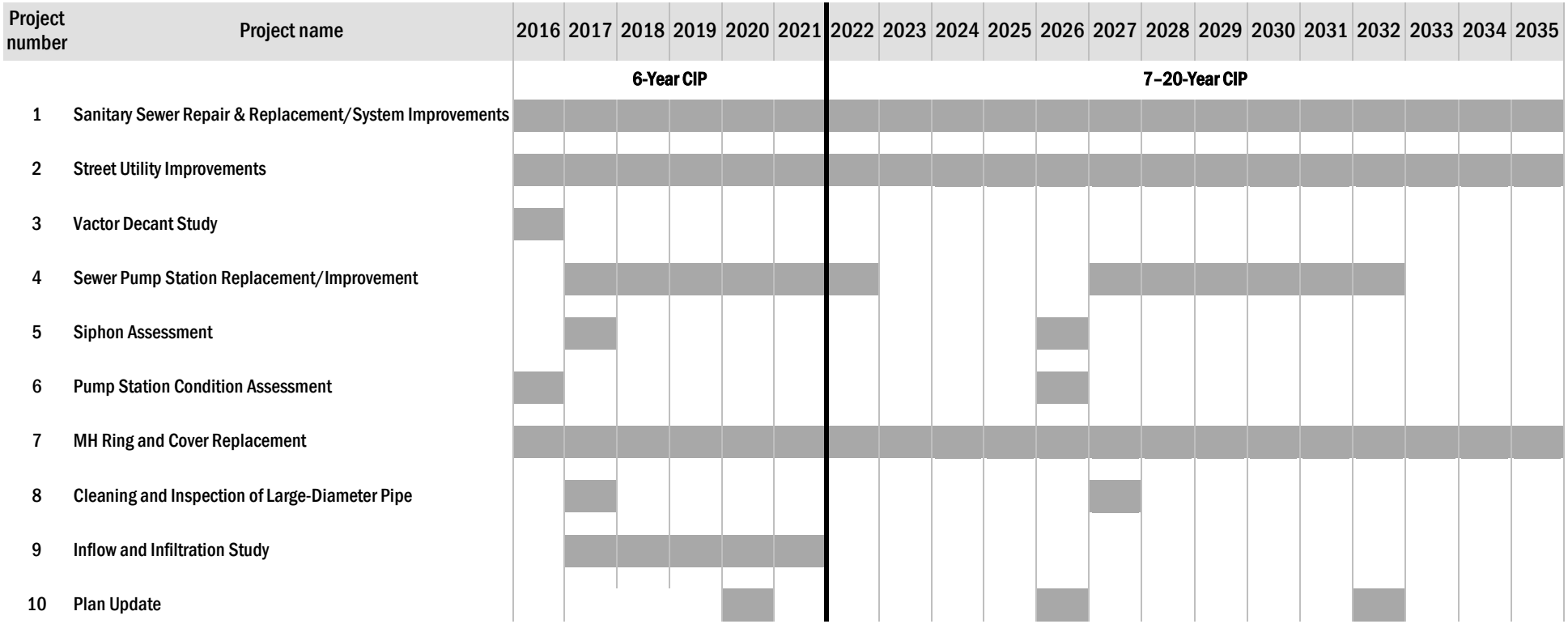


Figure 9-4. City of Auburn Sewer Plan implementation timeline

Chapter 10

Limitations

This document was prepared solely for the City of Auburn in accordance with professional standards at the time the services were performed and in accordance with the contract between the City of Auburn and Brown and Caldwell dated December 6, 2013. This document is governed by the specific scope of work authorized by the City of Auburn it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City of Auburn and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Chapter 11

References

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City of Auburn Comprehensive Plan (Comp Plan). Amended 2008. City of Auburn. http://www.auburnwa.gov/doing_business/community_development/planning/comprehensive_plan.htm

King County, 2002. *2001/2002 Wet Weather Flow Monitoring*; Regional Infiltration/ Inflow (I/I) Control Program. King county Department of Natural Resources and Parks, Wastewater Division. June 2002.

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Appendix A: Inter-local Agreements and Outside Agency Correspondence

A1. King County

- Sewage Disposal Service with Metro (Ordinance 2774, and Resolutions 1727 and 2090)
- Franchise Agreement No. 14458

A2. Soos Creek Water and Sewer District

- Service Area Boundaries (Resolution 3321)

A3. City of Kent

- Sewer Service Boundaries (Resolution 3322)

A4. City of Pacific

- Sewer Service Boundaries (Resolutions 4335 and 730)

A5. Muckleshoot Indian Tribe

- Sewer Service Boundaries (Resolution 4902)
- Wastewater Conveyance Cost Sharing (Resolution 3660)
- Temporary Sewage Lift Station Operation (Resolution 3502)

A6. Lakehaven Utility District

- Sewer Service Boundaries (Resolutions 3651, 3824, and 2005-1038)

A7. City of Algona

- Sewer Service Boundaries (Resolution 3589)

A8. City of Bonney Lake

- Sewer Service Boundaries (Resolutions 3760 and 3796)
- Right of Way Use Permits (Resolutions 3873 and 1471)

Appendix A1: Inter-local Agreements and Outside Agency Correspondence

King County

- Sewage Disposal Service with Metro (Ordinance 2774, and Resolutions 1727 and 2090)
- Franchise Agreement No. 14458

CITY OF AUBURN, WASHINGTON

ORDINANCE NO. 2774

AN ORDINANCE authorizing the Mayor and City Clerk to sign an agreement for sewage disposal between the City of Auburn and the Municipality of Metropolitan Seattle.

WHEREAS, the City of Auburn and the Municipality of Metropolitan Seattle (Metro) have engaged in extensive negotiations relating to the provision by Metro of sewage disposal service to the City; and

WHEREAS, the City Council now believes that the negotiators for the City and Metro have agreed to and have submitted to the City Council an agreement which serves the best interest of the City; NOW, THEREFORE,

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

Section 1. The Mayor and City Clerk of the City are hereby authorized to execute on behalf of the City the agreement for sewage disposal between the City and the Municipality of Metropolitan Seattle, and to cause that agreement to be transmitted to the Municipality of Metropolitan Seattle.

PASSED at a regular open public meeting of the Auburn City Council, Auburn, Washington, this 5th day of November, 1973.

Stanley P Kinsey
Mayor

ATTEST:

Lorna L Bysley
City Clerk

PUBLISHED: 3-1-74

APPROVED AS TO FORM:

City Attorney

Executed in 6 counterparts of which this is counterpart No. 6

MUNICIPALITY OF METROPOLITAN SEATTLE

CITY OF AUBURN

AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT is made as of this 1st day of March, 1974, between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington (hereinafter referred to as "Metro").

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the residents of the City and the residents of the metropolitan area require the elimination of potential sources of water pollution and the preservation of the fresh and salt water resources of the area; and

WHEREAS, the State of Washington Department of Ecology has adopted water quality standards and a plan of implementation thereof which requires that certain major sewage disposal works be constructed and operated and that the cities and special districts within the metropolitan area dispose of their sewage in accordance with a comprehensive plan for the metropolitan area; and

WHEREAS, Metro is engaged in developing and operating a metropolitan sewage disposal system and the City is engaged in developing and operating a sewage collection system; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the City, it is necessary that a contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.

b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.

c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System and all side sewers and connection fittings connected directly to such System which serve customers of the Participant.

d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the

Municipality of Metropolitan Seattle as now or hereafter constituted.

e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. On the first day of the month next following the execution of this contract or the acceptance by Metro of a federal grant by the United States Environmental Protection Agency for construction of the "Auburn Interceptor" as hereinafter defined, whichever is the later, the City shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected or received by the City, and Metro shall accept the sewage and industrial wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the City without the written consent of the City. The City shall not deliver sewage to any other agency for disposal without the written consent of Metro.

The treatment and disposal by Metro of the sewage and industrial waste delivered by the City to Metro shall comply with all applicable federal and state standards and requirements.

Section 3. Construction of Metro Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities within King County required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto. Except as otherwise provided in Sections 9 and 10 of this Agreement, Metro shall in its sole discretion determine the nature, location and the time of construction of facilities of the Metropolitan Sewerage System.

Section 4. Connection of Local Sewerage Facilities to Permanent Facilities of the Metropolitan Sewerage System. Local Sewerage Facilities of the City shall be connected to the Metropolitan Sewerage System at such time as any of the permanent facilities of such Metropolitan Sewerage System shall be available to receive sewage collected by such local facilities. The initial connection of all such local facilities existing at the time of this Agreement shall be accomplished at the expense of Metro. Subsequent connections shall be accomplished at the expense of the City in accordance with the rules and regulations of Metro and at such point or points of connection as shall be determined by Metro, except that the City shall have the right to connect any of its local facilities into any manhole of the Metropolitan Sewerage System, and such right may be exercised whether or not the same has been approved by any agency other than the parties. The City shall secure and pay for the right to use all Local Sewerage Facilities of another Participant which may be required to deliver the City's sewage to the Metropolitan Sewerage System.

Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the City and delivered to Metro the City shall pay to Metro, on or before the last day of each month during the term of this Agreement, commencing on the first day of the month next following the date of execution of this contract or the acceptance by Metro of a federal grant by the United States Environmental Protection Agency for the construction of the "Auburn Interceptor," as hereinafter defined, whichever is the later, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year, every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report of the City shall be taken from water meter records and may be adjusted to exclude water which, under the rules and regulations of Metro, needs not and in fact does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flow shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The City's first quarterly report shall cover the period from the date when sewage is first delivered to Metro to the end of the quarter in which such delivery occurs and shall be submitted within thirty days thereafter. Succeeding reports

shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area. The number thus determined is hereinafter called the "basic reported number".

b) For the initial period until the City shall have submitted six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the City is first delivered to Metro, the City shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the City during the next succeeding month. For the purpose of

determining the basic reported number of Residential Customers or Residential Customer equivalents of the City for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the City as of the last day of the next to the last preceding reported quarter. After the City shall have furnished six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in the immediately preceding subparagraph (a).

c) If the City shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the City and such estimate shall constitute the basic reported number for the purpose of determining sewage disposal charges.

d) The basic reported number of Residential Customers and Residential Customer equivalents of the City shall be further adjusted by adding thereto twenty-five percent (25%) of the number of Residential Customers or Residential Customer equivalents of the City located outside the boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number". If all of the area located within the City or any area located outside the City and served into its Local Sewerage Facilities shall be annexed to Metro at any time after the date of this agreement or if the twenty-five percent additive adjustment shall have been paid by the City for a period of ten years, said additive adjustment shall be eliminated effective as of the first day of the month following such annexation as to the number of

Residential Customers or Residential Customer equivalents located within such annexed area and in any event shall be eliminated entirely upon the tenth anniversary of the date when sewage disposal charges shall have first been paid to Metro by the City. If the additive adjustment described above shall not be applied to the Residential Customers or Residential Customer equivalents of any other Participant located outside of the present boundaries of Metro under any future agreement between Metro and such Participant or shall be applied in a lesser amount, then the additive adjustment described in this paragraph (d) shall be correspondingly reduced or deleted. The adjusted reported number of Residential Customers and Residential Customer equivalents of the City shall be the number of Residential Customers and Residential Customer equivalents reported by the City for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year, Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during

the next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st.

c) The monthly sewage disposal charges paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961, in excess of the minimum standard established by the general rules and regulations of Metro, except that any such additional charges shall be offset by any expenditures made by the City on the planning and development of facilities for the correction of inflow and infiltration into the existing sewerage system of the City. If the City shall expend more than $50,000.00 in any one year on such planning and development from any source other than categorical grants, the amount expended over $50,000.00 in that year may be credited once to any future years in which the actual expenditure was less than $50,000.00 so as to avoid the collection in those years of the additional charge provided in the immediately preceding sentence.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon the failure of any Participant to pay such amount, enforce payment by any remedy available at law or equity.

5. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues from sewage collected or received by the City. City further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the City, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of maintenance and operation of the sewer system of the City. The City shall provide in the issuance of future sewer revenue bonds of the City that expenses of maintenance and operation of the sewer system of the City shall be paid before payment of principal and interest of such bonds. The City shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

Section 6. Responsibility of City. The City shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the City, for the construction, maintenance, and operation of Local Sewerage Facilities, for the prompt connection of all premises served by such facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro and the City of the respective rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition, Metro shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System, and the City shall

keep complete records showing the amount billed to each of its customers for sewer service and the basis used for such billing including sewage flow and water consumption for each customer where applicable. The records required by this paragraph shall be available for examination by either party at any reasonable time.

Section 8. Development of Metropolitan Sewerage System It is contemplated that the Metropolitan Sewerage System will be developed in stages and, except as provided in Section 9 hereof, the nature of all facilities of the Metropolitan Sewerage System to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined in the sole discretion of Metro, it being contemplated that Metro shall ultimately provide sewage disposal for the entire Metropolitan Area and such adjacent areas as may feasibly be served into the Metropolitan Sewerage System.

Section 9. Construction of Certain Metropolitan Trunk Sewers by Metro. Metro agrees that it will design, construct and inspect facilities of the Metropolitan Sewerage System generally described on Exhibit "A" attached hereto (the "Auburn Interceptor") upon the execution of this contract and the acceptance by Metro of a federal grant by the United States Environmental Protection Agency for construction of said Auburn Interceptor. The facilities shall be connected and ready for service within twenty-four calendar months next after the execution of this contract and the acceptance by Metro of a federal grant by the United States Environmental Protection Agency for the construction of the Auburn Interceptor. The date of connection may be extended by the time consumed by acts of God, strikes, material shortages or other delays beyond the control of Metro or its contractors. In the event of a dispute

over the existence of any of the delays permitting such date to be extended or over the amount of time of such extension, either party may submit such dispute to the Superior Court of King County for arbitration. If such facilities are not completed by such date or extension thereof, the amount of Metro charges paid by the City from such date to the actual date of completion thereof may be used by the City as a credit in determining the feasibility of construction of future Metropolitan Sewerage System facilities which the City may request Metro to build. Such credit shall be applied directly against that portion of the cost of such future facilities which is borne by Metro, other than by grants, and the test of feasibility used by Metro shall be one which is then generally applied by Metro to all extensions of the Metropolitan Sewerage System.

In addition, Metro shall place in every construction contract relating to the Interceptor sewers described in Exhibit "A" a provision for the payment of each such contractor of liquidated damages to the City of $300.00 per day for each day such construction has not been completed after such date or extension thereof, and such liquidated damage provision shall provide for the enforcement thereof by the City. Metro shall not approve any such time extension without prior approval of the City, which shall not be unreasonably withheld.

Metro shall construct that portion of the West Valley Interceptor from 11th Avenue North (in Algona) to Main Street (in Auburn) within a reasonable time after the Auburn Interceptor shall have been completed and the City shall have requested such construction, and the City shall provide a pump station and force main connection from the West Valley Highway along Main Street to

the existing Boeing Trunk sewer. Metro shall approve the design of and shall operate and maintain the pump station. At such time as the pump station is no longer required by Metro, the possession of such facility and responsibility for operation and maintenance therefor shall revert to the City.

At such time as the City shall request Metro to construct additional Metropolitan Sewerage System facilities within King County and within the drainage area of the City's Local Sewerage Facilities and such construction is feasible under the test of feasibility then generally applied by Metro to all extensions of the Metropolitan Sewerage System, Metro shall construct such additional facilities within a reasonable time after such request.

The City shall grant to Metro without cost a fifteen-foot permanent easement and an adequate construction easement on City property for the construction of a portion of the Auburn Interceptor. The location of such easement shall commence at the influent structure of the existing City Sewage Lagoon, thence northerly and generally parallel to the existing City Sewage Lagoon to 30th Street Northeast, the exact location to be agreed upon by Metro and the City.

Section 10. Use by Metro of City Sewerage Facilities. Certain existing sewerage facilities of the City can serve as "temporary" Metropolitan Sewerage System facilities and certain existing sewerage facilities can serve as "permanent" Metropolitan Sewerage System facilities. Effective on the date sewage disposal charges shall first be chargeable hereunder, or such earlier date as may be mutually agreed upon (hereinafter called "takeover date"), Metro shall have the right to use and the duty to maintain, operate, repair and replace the facilities owned by the City which are described on Exhibit "B" attached hereto and by this reference made a part hereof. The City shall have the right to jointly use the interceptor sewers described on Exhibit "B" as

City trunk sewers for the delivery of any sewage collected by the City, but the making of any additional lateral and side sewer connections shall be subject to approval by Metro of the manner such connections are to be made, based on adopted Metro standards.

If sewage disposal charges are chargeable to the City and if the City shall construct an additional freeway crossing with the approval by Metro of the design and location of such facility or crossing, the City shall be reimbursed for the City's actual cost thereof (less any grants received) in addition to the amount of reimbursement set forth below. The freeway reimbursement shall be made in cash within thirty-five (35) days following completion and billing by the City, but no sooner than the takeover date. The City shall continue to own the facilities described in this Section 10 and shall continue to pay the principal of and interest on any bonds issued to pay in whole or in part the cost of acquisition and construction of such facilities, provided that facilities which are designated as "permanent" shall be conveyed by the City to Metro by quit claim deed upon payment of all presently outstanding revenue bonds or general obligation bonds of the City secured by or issued to acquire or construct said facilities.

The right of Metro to use any of the facilities which are designated as "temporary" shall expire at such time as Metro shall no longer require the use of such portion. Upon thirty (30) days' notice by Metro to the City, such temporary facilities shall be returned to the City and Metro's obligation to maintain, operate, repair and replace these temporary facilities shall cease. It is contemplated by this Agreement that the City shall, at the earliest practicable date and at its expense, separate the storm and sanitary sewage in areas of the City where storm and sanitary sewage are now combined. The right of Metro to use the

City Sewage Treatment Lagoon after interception shall terminate when the City shall have applied after the date of this contract at least $207,000 of City funds, from any source other than categorical grants, to the construction of storm sewer separation facilities. Metro shall have the right to salvage any equipment which it has installed or purchased from the City in the "temporary" facilities after the period of Metro's use, otherwise such facilities shall be returned to the City in "as then is" condition upon expiration of use by Metro.

For the privilege of using the facilities described in Exhibit "B" Metro shall pay to the City the total amount of $713,713 (hereinafter called "amount of reimbursement"). Said amount of reimbursement shall be subject to reduction and reimbursement to Metro for any grant hereafter received by the City applicable to such facilities. Metro shall also reimburse the City for the package lift station located at 41st and A Street S.E. as shown on Exhibit "B" within thirty (30) days after the City transfers title to the lift station facility and underlying property to Metro. The Metro reimubrsement shall include the actual cost of acquisition of the property plus the current depreciated value of the lift station facility which is agreed to be $37,445.00..

Metro further agrees that prior to advertisement for bids for the construction of the facilities generally described on Exhibit "A" attached hereto, or any future construction of Metropolitan Sewerage System facilities to which Local Sewerage Facilities of the City could directly connect, it will submit plans and specifications for those facilities to the City for its review and upon timely notice to the City may indicate to Metro where manhole stub connections should be installed and Metro shall thereafter install same, in anticipation of further future connections by the City at those points. The installation of such stubs will be at no cost or expense to the City. The City shall have the right to connect any Local Sewerage Facilities to those stubs. The City shall also have a right to approve the location of Metropolitan Sewerage System facilities on City-owned property or right of ways, which approval shall not be unreasonably withheld.

The City shall give written notice to Metro prior to the takeover date, setting forth the manner in which the amount of reimbursement shall be paid. The City may elect to receive all or any portion of said amount in cash within thirty (30) days following the date when sewage disposal charges shall first be chargeable hereunder (hereinafter called "cash payment date") and may elect to receive any portion which is not paid on said cash payment date together with interest thereon at the rate of 4% per annum from said date, in the form of a credit against the City's monthly sewage disposal charge in equal monthly amounts sufficient to amortize such unpaid amount of reimbursement and interest thereon prior to July 1, 1980. The City may at any time after the cash payment date elect to receive any unpaid portion of the amount of reimbursement in cash with interest at the rate of 4% per annum to date of final payment by giving written notice to Metro at least one year prior to the date such final payment is to be made.

Section 11. Joint Use of Auburn Interceptor. The City and Metro agree that the Auburn Interceptor (hereinafter called "the Interceptor") shall serve as both a Metropolitan and a Local Sewerage Facility wherever the City has authority to provide local service. The City shall have the right to make direct local connections to said Interceptor for which the City shall pay to Metro, before making said connection, the sum of $8.00 per front foot of each parcel of property served on each side of the Interceptor or a total of $16.00 per front foot of each parcel of property served if local service is given on both sides of the Interceptor. Said amount represents the estimated cost of constructing an eight-inch (8") local sewer on the same alignment as the Interceptor throughout that portion where local connections are allowed. Upon payment of said amount, the City shall own an eight-inch (8") equivalent share of the Interceptor where local service is given on both sides of the Interceptor, and one-half thereof where service is given on only one side. Local connection to the Interceptor may be made by the City in such a manner as

shall be approved by Metro. The City shall hold Metro harmless from any loss, cost, charge, liability or expense resulting from or arising out of damage to the Interceptor or to the persons or property of others caused by the making of such connections or the City's failure to observe any covenant of this Agreement relating to such connections.

Section 12. Construction and Maintenance of Local Sewerage Facilities. The City shall either construct, operate and maintain at its expense or cause others to construct, operate and maintain at their expense in a proper fashion, any Local Sewerage Facilities other than joint use facilities connected to the Interceptor up to and including the tee connection. Metro shall have no responsibility for either construction, operation or maintenance of such Local Sewerage Facilities.

Section 13. Infiltration and Inflow in Auburn System. The City shall prepare and deliver to Metro on or before April 15, 1974, an inflow and infiltration analysis and survey of the existing Auburn Sewer System which shall comply with applicable regulations of the United States Environmental Protection Agency. Metro shall include in the Auburn Interceptor grant application the grant eligible portions of the cost of such evaluation studies and the grant eligible portions of the cost of any improvements or corrections to Auburn Sewer System facilities which are tributary to such Interceptor, which are recommended by the evaluation studies and which comply with applicable United States Environmental Protection Agency regulations.

Metro shall reimburse the City for the eligible portions of the evaluation studies and improvements or corrections as grant funds are received by Metro for such purposes.

Section 14. Insurance and Liability for Damages. The City and Metro shall respectively secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the

sewerage facilities of the City and Metro respectively and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any loss or damage occurring as a result of the operation by Metro of the Metropolitan Sewerage System, the temporary facilities described in Exhibit "B" and the joint use sewers referred to in Section 10, shall be the sole liability of Metro and any loss or damage occurring as a result of the operation by the City of the Local Sewerage Facilities shall be the sole liability of the City.

Section 15. Assignment. The City shall not have the right to assign this Agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of Metro, acting reasonably, and neither party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party, acting reasonably, and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the City should be dissolved or should no longer be authorized to operate sewer facilities, the Local Sewerage Facilities owned and operated by the City shall be assigned and transferred to Metro or such other public agency authorized by law to operate sewer facilities which agrees to carry out the terms of this Agreement, subject to any outstanding debts of the City which have been incurred for the specific purpose of constructing or acquiring such facilities and subject to the acceptance by Metro or that other agency of the obligation to continue to provide sewer service to the residents served by such local facilities upon payment by such residents of sewage disposal charges determined as herein provided and the reasonable costs of local sewer service.

Section 16. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the

parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016.

Section 17. Termination of Auburn-Algona Pacific Agreement. Upon execution of this Agreement and the execution of sewage disposal agreements between Metro and the Cities of Algona and Pacific, that certain sewage disposal contract dated August 18, 1970 between the Cities of Auburn, Algona and Pacific shall be terminated by the City. This same paragraph shall be included in any subsequent contract for sewage disposal entered into between Metro and the Cities of Algona and Pacific.

Section 18. Notice. Whenever by this Agreement notice is required to be given, the same shall be given by registered mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

City of Auburn
20 "A" Street Northwest
Auburn, Washington 98002

unless a different address shall be hereafter designated in writing by either of the parties. The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 19. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 20. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 21. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 22. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN, WASHINGTON

Stanley P. Kersey

Stanley P. Kersey, Mayor

ATTEST:

Earla L. Byerley

Earla L. Byerley, City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By C. Carey Denworth

C. Carey Denworth
Chairman of the Council

ATTEST:

B. J. Carol

B. J. Carol
Clerk of the Council

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 1st day of March, 1978, before me personally appeared STANLEY P. KERSEY and EARLA L. BYERLEY, to me known to be the Mayor and City Clerk, respectively, of the City of Auburn, a municipal corporation, and acknowledged the within and foregoing 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Marian Osborn
NOTARY PUBLIC in and for the State of Washington, residing at Enumclaw

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 1ST day of MARCH, 1978, before me personally appeared C. CAREY DONWORTH and B. J. CAROL, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the Municipality of Metropolitan Seattle, a municipal corporation, and acknowledged the within and foregoing 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Jack A Hakala
NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE

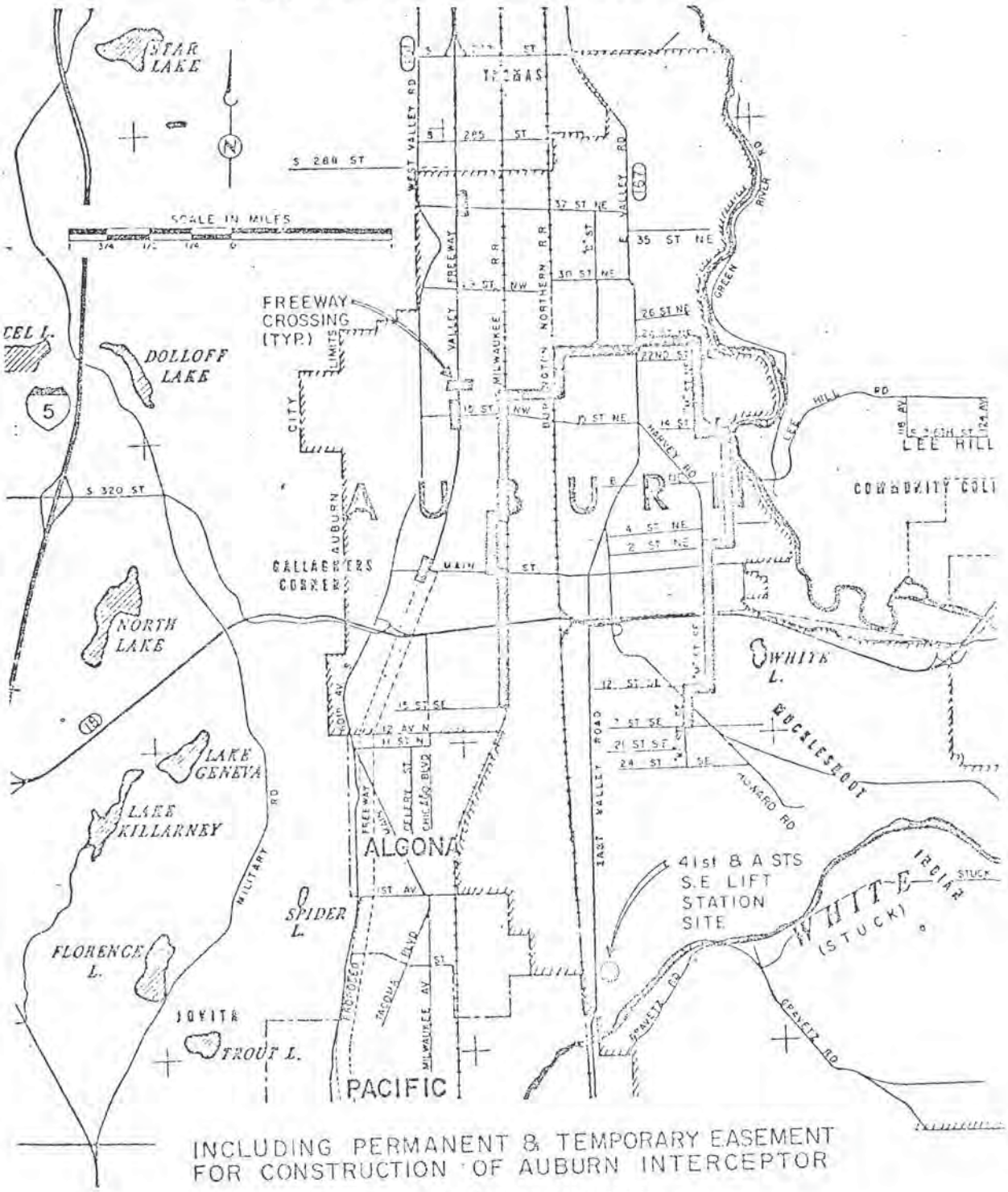
EXHIBIT "A"

The Auburn Interceptor is a permanent Metropolitan Sewerage System facility that will provide interceptor service for that portion of the Green River Valley that includes Auburn's sewer service area south and west of the Green River, the towns of Algona and Pacific, and the West Hill, South Kent and Thomas sewer service areas. The interceptor commences at the influent structure of the existing Auburn sewage lagoon, thence northerly and westerly in easement and public right-of-way through the City of Kent to a connection with the existing Metro-Kent Cross Valley Interceptor.

EXHIBIT "B"

PERMANENT FACILITIES

INTERCEPTOR SEWERS AND LIFT STATION SITE * DESCRIBED ON THE MAP BELOW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SCALE IN MILES
WEST VALLEY RD
EAST VALLEY RD
GREEN RIVER
FREEWAY CROSSING (TYP.)
CITY LIMITS
DOLLOFF LAKE
CEL L.
S 320 ST
AUBURN
GALLAGHERS CORNER
NORTH LAKE
LAKE GENEVA
LAKE KILLARNEY
MILITARY RD
FLORENCE L.
SPIDER L.
TROUT L.
ALGONA
PACIFIC
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RESOLUTION NO. 1727

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF AUBURN, TO EXECUTE AN EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL BETWEEN THE CITY OF AUBURN AND THE MUNICIPALITY OF METROPOLITAN SEATTLE (METRO), ORIGINAL AGREEMENT AUTHORIZED BY CITY OF AUBURN ORDINANCE NO. 2774 DATED NOVEMBER 5, 1973.

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

THE Mayor and City Clerk of the City of Auburn, Washington, are hereby authorized to execute an Extension of Agreement for Sewage Disposal between the City of Auburn and the Municipality of Metropolitan Seattle (METRO). (The original Agreement was authorized by City of Auburn Ordinance No. 2774, dated November 5, 1973.) A copy of said Extension of Agreement is attached hereto, denominated 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 2nd day of February, 1987.

CITY OF AUBURN

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 1727 EXHIBIT "A"

CITY OF AUBURN

MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, the City of Auburn, (the "City") and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the Agreement") dated March 1, 1974, pursuant to which the City delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the City and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in considreation of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between the City of Auburn and the Municipality of Metropolitan Seattle dated March 1, 1974, is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

IT IS FURTHER AGREED that all other provisions of said Agreement shall remain unchanged, and the Agreement dated March 1, 1974, as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.

DATED this ~~9th~~ 19th day of ~~February~~ March, 1987.

CITY OF AUBURN

MAYOR

ATTEST:

Robin Wohlhueter, City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

By: Gary Zimmerman
Chairman of the Council

ATTEST:

Bonnie Mattson, Clerk of the Council

RESOLUTION NO. 2090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF AUBURN AND METRO TO PROVIDE AN AMENDMENT TO THE SEWAGE DISPOSAL AGREEMENT.

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 are herewith authorized to execute an Interagency Agreement between the City of Auburn and METRO to provide an amendment to the sewage disposal agreement in order to implement the recommendations of the Rate Structure Advisory Committee adopted by the Metro Council July 6, 1989. A copy of said Agreement is attached hereto and denominated 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 4th day of June, 1990.

CITY OF AUBURN

MAYOR

ATTEST:

Robin Wohlhueter, City Clerk

APPROVED AS TO FORM:

Marguerite Schellentrager,
City Attorney

CITY OF AUBURN

MUNICIPALITY OF METROPOLITAN SEATTLE

AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 4th day of June, 1990 between the City of Auburn, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and the Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington (hereinafter referred to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term Agreement for Sewage Disposal dated March 1, 1974 (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected and appointed officials in the metropolitan area was appointed by the Metropolitan Council to examine the structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following extensive research, study and deliberations, has recommended certain changes in the structure of Metro's charges to its participants and implementation of said changes requires amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the recommendations are in the best public interest and therefore desire to amend said Basic Agreement to implement said recommendations;

NOW, THEREFORE, it is hereby agreed as follows:

Copy filed Pro

Pro 2091

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the City and delivered to Metro the City shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

Rev. 3/90

The City's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the City shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the City is first delivered to Metro, the City shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the City during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers and

Pos 2091

Residential Customer equivalents of the City for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the City as of the last day of the next to the last preceding reported quarter. After the City shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the City shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the City shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the City and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined

Res-2090

in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars ($2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961 in excess of the minimum standard established by the general rules and regulations of Metro.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the City shall, at Metro's request, provide such information regarding new residential customers and residential customer

P11/2097

equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The City irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the City. The City further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the City, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the City which shall constitute a charge upon such gross revenues. It is recognized by Metro and the City that the sewage disposal charge paid by the City to Metro shall constitute an expense of the maintenance and operation of the sewer system of the City. The City shall provide in the issuance of future sewer revenue bonds of the City that expenses of maintenance and operations of the sewer system of the City shall be paid before payment of principal and interest of such bonds. The City shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

Res 2197

Section 2. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 3. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF AUBURN

Mayor

ATTEST:

ROBIN WOHLHUETER, CITY CLERK

APPROVED AS TO FORM:

MARGUERITE SCHELLENTRAGER, CITY ATTORNEY

MUNICIPALITY OF METROPOLITAN SEATTLE

Gary Zimmerman
Chair of the Council

ATTEST:

Res 2090

Section 2. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 3. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF AUBURN

Mayor

ATTEST:

ROBIN WOHLHUETER, CITY CLERK

APPROVED AS TO FORM:

MARGUERITE SCHELLENTRAGER, CITY ATTORNEY

MUNICIPALITY OF METROPOLITAN SEATTLE

~~Gary Zimmerman~~
Chair of the Council

ATTEST:

Res 2090

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

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PAGE 001 OF 024
10/01/2002 14:08
KING COUNTY, WA

2002 100 1031676

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein)

24/42

1 Franchise Agreement

PNUT

Reference Number(s) of Documents assigned or released:

W4072-12

☐ Additional reference #'s on page ___ of document

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

1 King County

Grantee: (Last name first)

1 Auburn, City of

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

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

See Exhibit A

☒ Additional legal is on page 3 of the document

Assessor's Property Tax Parcel/Account Number:

King County Franchise No 14458

☐ Assessor Tax # not yet assigned

14458
July 23, 2002

Franchise No. 14458

In the matter of the application for a franchise to operate, maintain, repair, and construct and sewer mains, 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 sewer mains, 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 26th day of August, 2002 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 14458. 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"

2002 100 1031676

Res 3511

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No 14458 and Exhibit "B", and shall expire in twenty-five years on 9/14, 2027.

Dated this 4 day of September, 20___.

KING COUNTY, WASHINGTON

BY _____

TITLE King County Executive

2002 100 1031676

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 14458 and Exhibit "B"

CITY OF AUBURN
GRANTEE

BY _____

TITLE Mayor

Dated this 16th day of September, 2002

EXHIBIT " A"

Area A

BEGINNING AT THE INTERSECTION OF THE EAST-WEST CENTERLINE OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M WITH THE SOUTHEASTERLY MARGIN OF THE RIGHT OF WAY FOR PRIMARY STATE HIGHWAY NUMBER 2, AKA STATE HIGHWAY 18,
THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY MARGIN OF SAID RIGHT OF WAY FOR STATE HIGHWAY NUMBER 2 TO THE SOUTH LINE OF SECTION 34, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M ,
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 34 AND ALONG THE SOUTHERLY LIMITS OF THE CITY OF KENT TO THE SOUTHWEST CORNER OF SAID SECTION 34,
THENCE CONTINUING NORTHERLY AND WESTERLY ALONG THE WEST LINE OF SAID SECTION 34 AND THE SOUTHERLY LIMITS OF THE CITY OF KENT THROUGH SECTIONS 33 AND 32, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED BY THE CITY OF KENT BY CITY OF KENT ORDINANCE NUMBER 3171,
THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID KENT CITY LIMITS ESTABLISHED BY CITY OF KENT ORDINANCE NUMBER 3171 TO THE SOUTHEAST CORNER THEREOF, AND AN ANGLE POINT IN THE EASTERLY BOUNDARY OF THE CITY OF AUBURN CITY LIMITS AS ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4710,
THENCE SOUTHERLY ALONG THE EASTERLY CITY LIMITS OF THE CITY OF AUBURN ANNEXED TO THE CITY OF AUBURN BY ORDINANCES 4710, 3266, AND 5370 TO THE EASTERLY EDGE OF THE GREEN RIVER,
THENCE SOUTHERLY ALONG THE EASTERLY EDGE OF THE GREEN RIVER TO THE NORTHERLY LINE OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5346,
THENCE NORTHEASTERLY, EASTERLY AND SOUTHERLY ALONG THE EASTERLY CITY LIMITS OF THE CITY OF AUBURN ANNEXED TO THE CITY OF AUBURN BY ORDINANCES 5346, 5088, AND 5346 TO THE EAST-WEST CENTERLINE OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;
THENCE EASTERLY ALONG SAID EAST-WEST CENTERLINE OF SAID SECTION 17 AND ALONG THE EAST-WEST CENTERLINE OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 5 EAST, W M. TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

Area B

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 22, RANGE 4, SOUTH ALONG THE WEST LINE OF SAID SECTION TO A POINT WHERE IT INTERSECTS WITH NORTH LINE OF SECTION 2, TOWNSHIP 21, RANGE 4 EAST, THENCE SOUTH ALONG SAID LINE TO ITS INTERSECTION WITH NORTHWEST CORNER OF SECTION 11, TOWNSHIP 21, RANGE 4, THENCE SOUTH ALONG SAID LINE TO ITS INTERSECTION WITH THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 21, RANGE 4 EAST, THENCE WEST ALONG THE NORTH LINE OF SECTION 15, TOWNSHIP 21, RANGE 4, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 15, TO SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15, THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 15 TO ITS INTERSECTION WITH THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 21, RANGE 4, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 23, TO SOUTHWEST CORNER OF NORTHWEST QUARTER OF SAID SECTION 23, THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF ITS INTERSECTION WITH THE WEST LINE OF THE CORPORATE BOUNDARY OF THE CITY OF AUBURN LOCATED IN SAID SECTION 23, THENCE CONTINUING ALONG SAID CORPORATE BOUNDARY LOCATED IN SECTION 14, 11, 2 , 35, 22, 5, TO ITS NORTH LINE OF THE SOUTH HALF
OF SECTION 36, TOWNSHIP 22, RANGE 5 EAST, THENCE WEST ALONG SAID NORTH LINE TO ITS INTERSECTION WITH THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 22, RANGE 4 EAST, ALSO KNOWN AS THE TRUE POINT OF BEGINNING.

2002 100 1031676

Area C

THAT PORTION OF WHITE RIVER VALLEY HOME TRACTS SECOND ADDITION LOCATED IN THE WEST HALF OF SOUTHWEST QUARTER OF SECTION 31 TOWNSHIP 22 NORTH, RANGE 5 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3823, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3823 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4347, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4347 TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4780 AND AMENDED BY CITY OF AUBURN ORDINANCE NUMBER 4843, THENCE NORTHERLY, EASTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4843 TO THE SOUTHWESTERLY MARGIN OF

AUBURN WAY NORTH AND THE WESTERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2511, THENCE SOUTHEASTERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3621, THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3621 TO THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3621, THENCE SOUTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3621 TO THE WESTERLY LINE OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 2511; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5412, THENCE WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 5412 TO THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 5412; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 5412 TO THE BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 2511; THENCE WEST ALONG SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 2511 TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

2002 100 10031676

Area D

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 22 NORTH, RANGE 5 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED BY THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4710,
THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID AUBURN CITY LIMITS ESTABLISHED BY CITY OF AUBURN ORDINANCE NUMBER 4710 TO THE EASTERLY EDGE OF THE GREEN RIVER,
THENCE NORTHERLY ALONG SAID EASTERLY EDGE OF THE GREEN RIVER TO THE SOUTHERLY LINE OF THE CITY OF KENT CITY LIMITS,
THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE CITY OF KENT CITY LIMITS TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

Area E

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W M DESCRIBED AS FOLLOWS·

BEGINNING AT A POINT ON WESTERLY MARGIN OF THE GREEN RIVER AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 1543, THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY BOUNDARY THEREOF, TO A POINT ON THE WEST BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID WEST BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, A DISTANCE OF 320 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4317, THENCE EASTERLY AND NORTHERLY ALONG THE EASTERLY BOUNDARY THEREOF TO THE WESTERLY MARGIN OF SAID GREEN RIVER, THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF THE GREEN RIVER TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, WASHINGTON

Area F

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W M , KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 17, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF SECTION 17 A DISTANCE OF 33.01 FEET TO THE SOUTH MARGIN OF EAST MAIN STREET (SE 328TH ST.) EXTENDED TO THE WEST AND THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY ALONG SAID WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 17 TO THE NORTHWEST CORNER OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 1991, THENCE EASTERLY TO THE NORTHEAST CORNER OF SAID AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 1991, THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 1991 TO THE NORTHERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 2085, THENCE EASTERLY ALONG SAID NORTHERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 2085 AND CONTINUING EASTERLY ALONG THE NORTHERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 2229 TO THE WESTERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525, THENCE NORTHERLY ALONG SAID WESTERNMOST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525 TO THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525, THENCE EASTERLY ALONG SAID NORTH BOUNDARY OF

AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525 TO THE EAST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525, THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 3525 TO THE NORTH MARGIN OF SECOND STREET SE (SE 330TH ST) AND THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5350, THENCE EASTERLY ALONG SAID NORTH MARGIN OF SECOND STREET SE AND SAID NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5350 TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 2 OF THE PLAT OF EAST AUBURN GARDEN TRACTS AS RECORDED IN VOLUME 18 OF PLATS, PAGE 98, RECORDS OF KING COUNTY, WASHINGTON, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5350 TO THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 4605, THENCE EASTERLY ALONG THE NORTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 4605 TO THE WEST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5505, THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5505 TO THE WEST MARGIN OF THE GREEN RIVER, THENCE NORTHWESTERLY ALONG SAID WEST MARGIN OF THE GREEN RIVER TO THE SOUTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5084, THENCE WESTERLY ALONG SAID SOUTH BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5084 TO THE SOUTHWEST CORNER THEREOF, THENCE NORTHERLY ALONG THE WEST BOUNDARY OF AUBURN ANNEXATION DESCRIBED IN CITY OF AUBURN ANNEXATION ORDINANCE 5084,TO THE SOUTH MARGIN OF EAST MAIN STREET (SE 328TH ST), THENCE WESTERLY ALONG SAID SOUTH MARGIN OF EAST MAIN STREET TO THE TRUE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON

2002 100 1016 76

Area G

THAT PORTION SOUTH AUBURN GARDEN TRACTS LOCATED IN GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 30 TOWNSHIP 21 NORTH, RANGE 5 EAST, W M., DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3726; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3726 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4138, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4138 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4665; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4665 TO THE SOUTHERLY BOUNDARY THAT PORTION OF LAND ANNEXED TO THE CITY OF

AUBURN BY CITY OF AUBURN ORDINANCE 1279, THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE 1279 TO THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244, THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE 3244 TO THE SOUTHWEST CORNER OF SAID PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244, THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3244 TO THE SOUTHEAST CORNER OF SAID PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3244; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3244 TO THE SOUTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 1279; THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 1279 TO THE NORTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 1225, THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 1225 TO THE NORTHERLY BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 3839, THENCE WESTERLY, NORTHERLY AND WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3839 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4449, THENCE WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4449 TO THE SOUTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 4518, THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4518 TO THE NORTHEAST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE 4518, THENCE WEST ALONG THE NORTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 4518 TO THE EAST MARGIN OF "A" STREET SE AND THE EAST BOUNDARY OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ANNEXATION 1171, THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 1171 TO THE SOUTHWEST CORNER OF THAT PORTION OF LAND ANNEXED TO THE CITY OF AUBURN BY CITY OF AUBURN ORDINANCE NUMBER 3726; THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CITY LIMITS AS ESTABLISHED BY ORDINANCE NUMBER 3726 TO THE POINT OF BEGINNING

SITUATE IN KING COUNTY, 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 GRANTEES 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 thirty (30) days from _____, 20____, 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 sewer service to it 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 of 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.

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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 post a bond to King County in the amount necessary for road restoration. The amount of the bond shall be set by the Department of Transportation, Roads Services Division and shall be filed with the Property Services Division before the issuance of any permit.

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 State of Washington grants such taxing authority 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 County and the Grantee shall share the other costs of the proceeding equally

(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

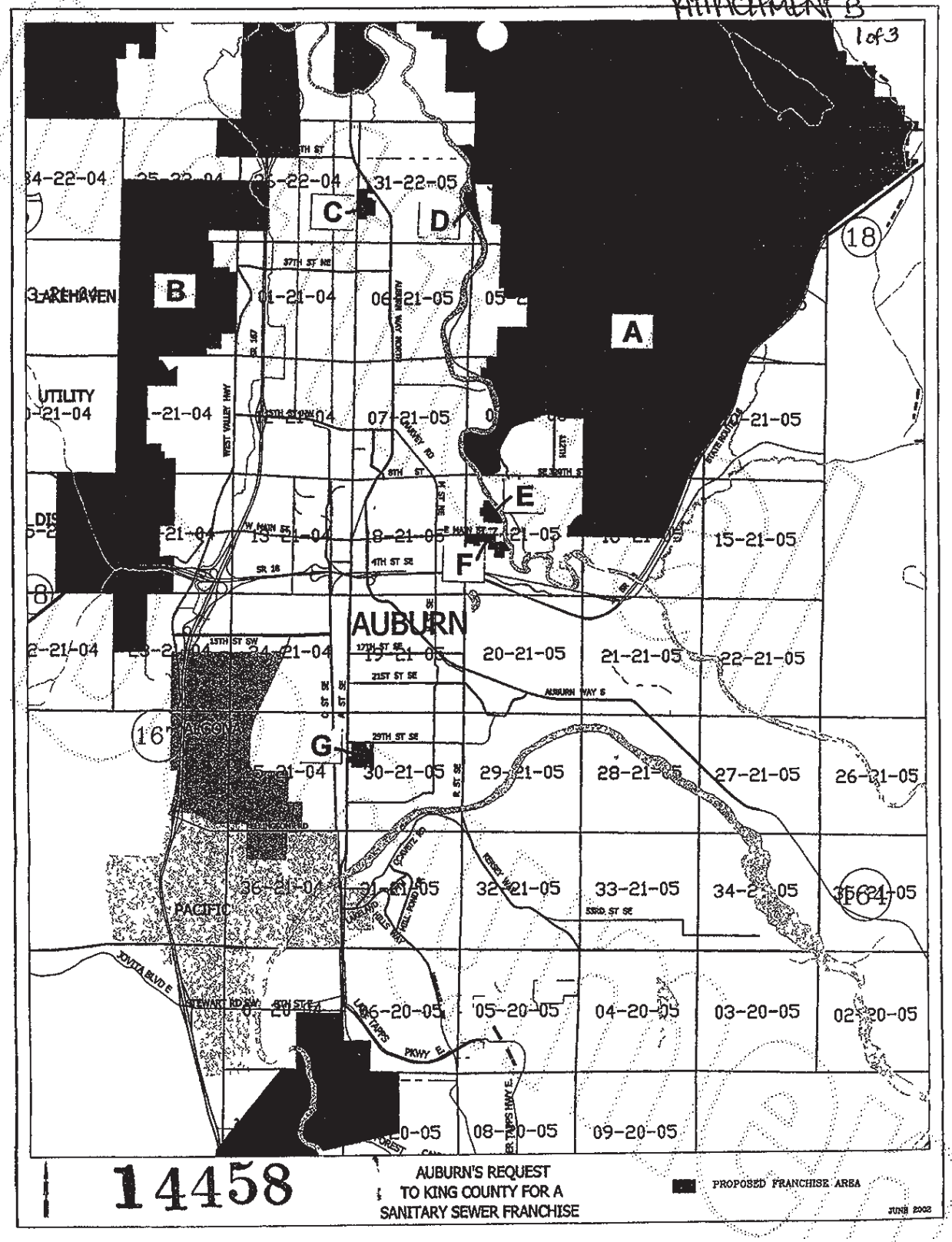
Decisions, requirements, or approvals of the Director are binding on the parties to this document Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court

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

ATTACHMENT B
1 of 3

2002 100 1001676



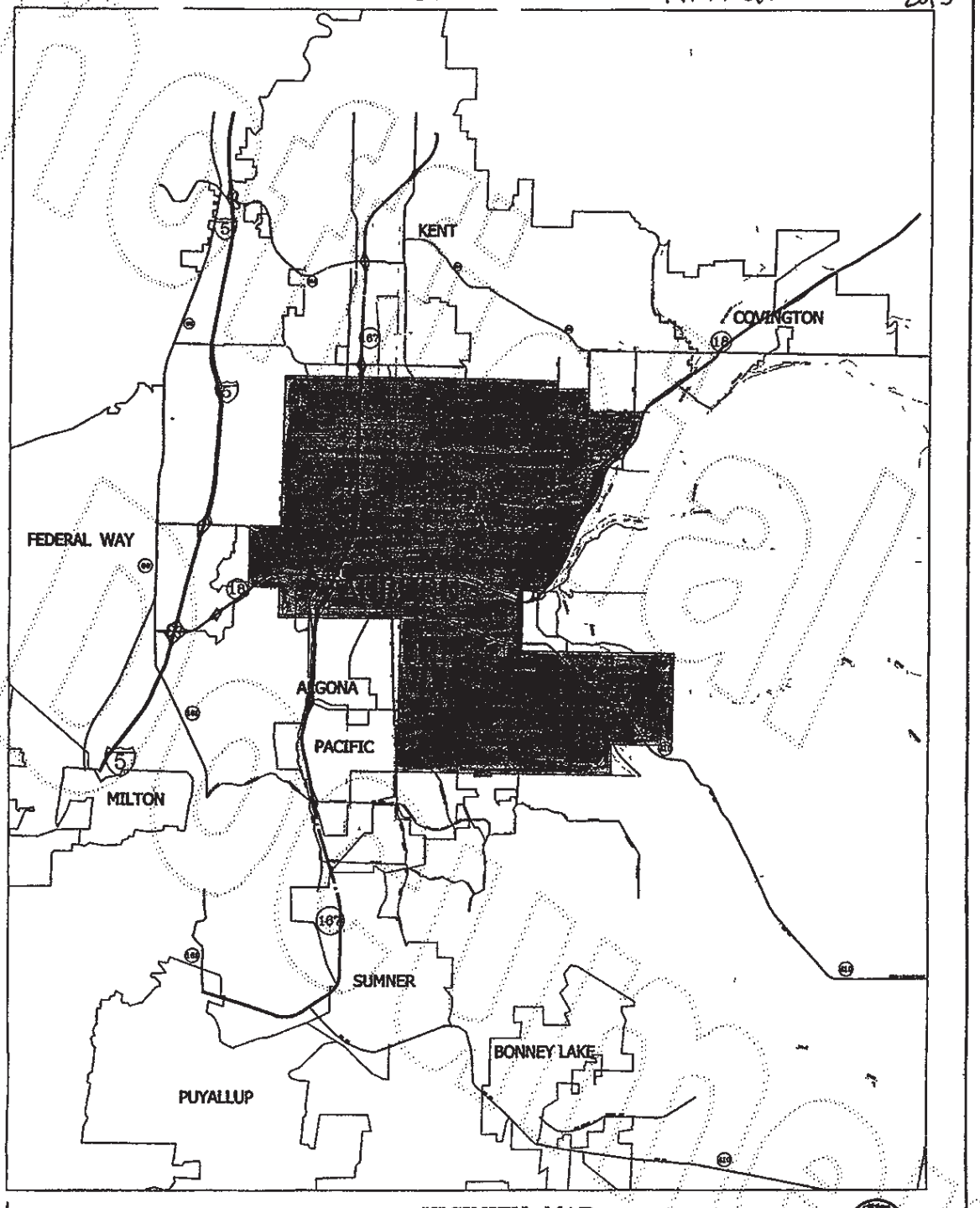
14458

AUBURN'S REQUEST
TO KING COUNTY FOR A
SANITARY SEWER FRANCHISE

14458

ATTACHMENT B 2 of 3

2002 100 1001676



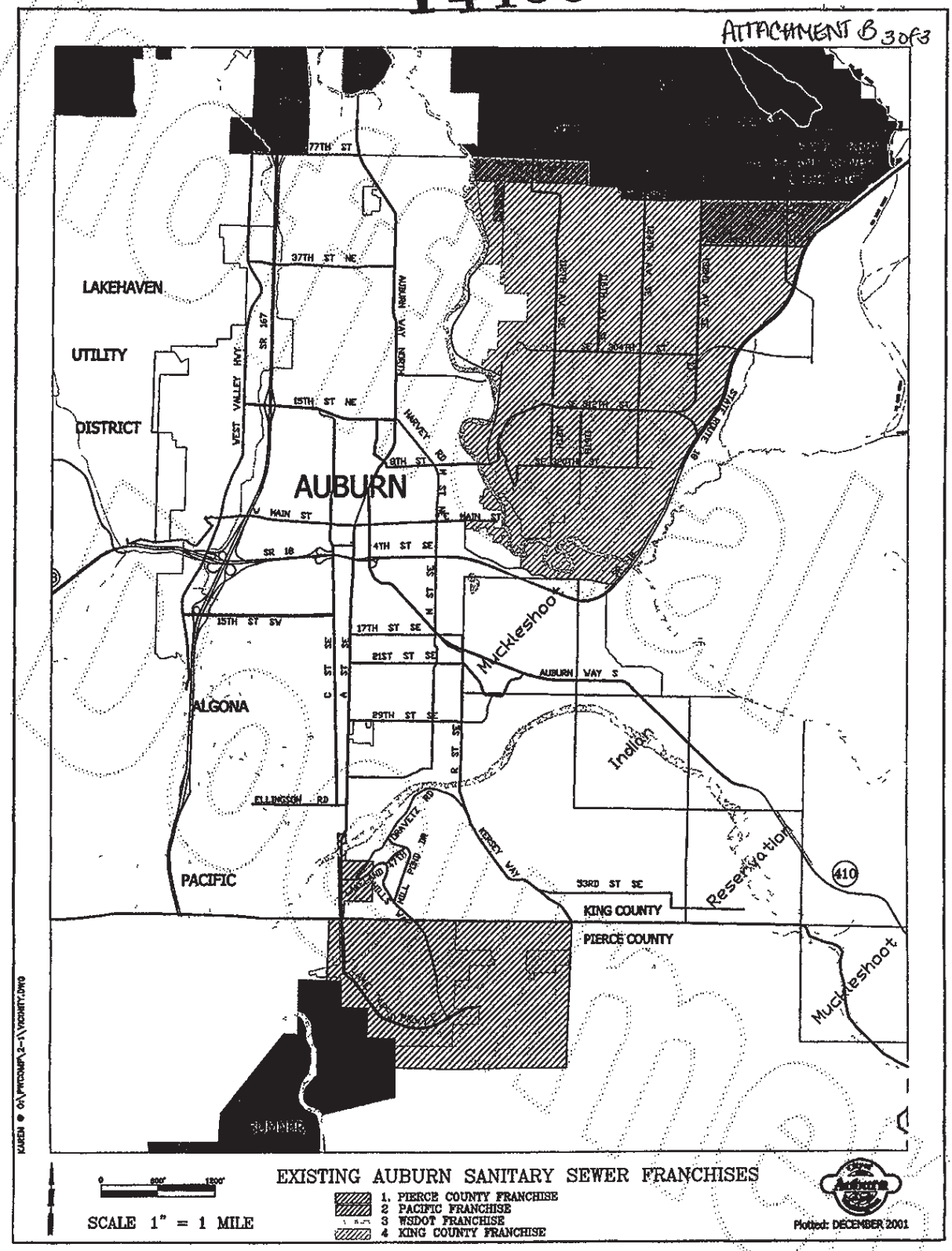
VICINITY MAP

SCALE 1" = 2 MILES

Plotted: DECEMBER 2001

14458

ATTACHMENT B 3 of 3



2002 100 1001676

Appendix A2: Inter-local Agreements and Outside Agency Correspondence

Soos Creek Water and Sewer District

- Service Area Boundaries (Resolution 3321)

RESOLUTION NO. 3321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES BETWEEN THE CITY OF AUBURN AND THE SOOS CREEK WATER AND SEWER DISTRICT.

WHEREAS, pursuant to RCW 35A.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 on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn has the legal authority to maintain a sewerage system; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek Water and Sewer District has the legal authority to provide sewer service to property owners in areas outside existing district boundaries; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek Water and Sewer District has the legal authority to enter into contracts with any municipal corporation for the purpose of providing sewer service to those property owners outside the existing district boundaries.

NOW, THEREFORE, THE 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 are herewith authorized to execute an Interlocal Agreement establishing sanitary sewer service boundaries between the City of Auburn and Soos Creek Water and Sewer District District. 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 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

DATED this 20th day of February, 2001.

CITY OF AUBURN

Charles A. Booth

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):
10/17 PNWT W-8384-12

INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND THE SOOS CREEK WATER & SEWER DISTRICT FOR THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

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)

CITY OF AUBURN & SOOS CREEK WATER & SEWER DISTRICT

Grantee/Assignee/Beneficiary: (Last name first)

CITY OF AUBURN & SOOS CREEK WATER & SEWER 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

PER RCW 39.34

☐ 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.

2001 040 6001622

SOOS CREEK WATER AND SEWER DISTRICT and CITY OF AUBURN INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 21st day of March, 2001, by and between the **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation (hereinafter referred to as "Soos Creek"), 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 35A.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 on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn has the legal authority to maintain a sewerage system; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek has the legal authority to provide sewer service to property owners in areas outside existing district boundaries; and

WHEREAS, pursuant to RCW 57.08.044, Soos Creek has the legal authority to enter into contracts with any municipal corporation for the purpose of providing sewer service to those property owners outside the existing district boundaries, and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Auburn desires new development within it's Potential Annexation Area to complete a Pre-annexation agreement with Auburn prior to receiving a certificate of sanitary sewer availability; and

WHEREAS, portions of the Soos Creek sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of Auburn's Potential Annexation Area; and

2001 040 6001622

WHEREAS, Auburn has evaluated and determined it is not cost feasible to provide sewer service to those properties located within Auburn's Potential Annexation Area adjacent to Soos Creek's sanitary sewer infrastructure; and

WHEREAS, the parties desire to allow Soos Creek to construct, reconstruct, repair and maintain sewer facilities as necessary, and to authorize connections for service to noted areas, or portions thereof; and

WHEREAS, Soos Creek's sewer service to these areas will provide for maximum efficient use of existing and future facilities together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sewer Service Area.** The parties have agreed to a permanent sewer service area boundary between them. The boundary is graphically depicted on the map attached hereto as Exhibit "A", which is by this reference incorporated herein. Both parties further agree that Soos Creek in providing sewer service to the area shown on Exhibit "A", as "Area To Be Served By Soos Creek", shall be furnishing sewer service to properties within Auburn's Potential Annexation Area. Soos Creek shall provide service in accordance with and subject to the terms and conditions of this Agreement.

2. **Service Area Responsibility.** Auburn shall have responsibility to provide sanitary sewer service to the area(s) on Auburn's side of the respective service area boundaries as delineated by this agreement, whether or not annexed to Auburn, and subject to such reasonable conditions and terms of service as Auburn deems appropriate. Soos Creek shall have responsibility to provide sanitary sewer service to the area(s) on Soos Creek's side of the respective service area boundaries as delineated by this agreement, whether or not annexed to Auburn, and subject to such reasonable conditions and terms of service as Soos Creek deems appropriate. Auburn hereby gives consent to Soos Creek for such service within Soos Creek's corporate boundaries as they presently exist, or as they may be modified in the future by annexation. Soos Creek shall be responsible for obtaining all necessary governmental franchises, approvals, easements and permits for the installation of said sewerage system within their delineated boundary.

3. **Sewer Availability Certificates.** Both parties acknowledge that Auburn may exercise planning jurisdiction over territory to which it will not provide sanitary sewer service in accordance with this agreement. Auburn hereby agrees that its planning shall be for sanitary sewer service to be provided by Soos Creek in those areas shown in Exhibit "A" as Soos Creek's service area; provided, however, that commencing on March 1, 2001, Soos Creek sewer availability certificates for all

service areas to be served by Soos Creek within Auburn and/or Auburn's Potential Annexation Area (PAA) in accordance herewith, shall be issued to applicants for sewer service only through Auburn.

4. Soos Creek Comprehensive Sewer Planning Area. The terms of this agreement will be included as an element of Soos Creek's Comprehensive Sewerage Plan. Soos Creek will submit to Auburn all Comprehensive Sewerage Plans thereto involving area and/or system improvements within Auburn's planning area. The Comprehensive Sewerage Plans and amendments shall be in compliance with Auburn's Standards for sanitary sewer service within Auburn and/or Auburn's PAA, except where preexisting facilities may differ from Auburn's standards. As facilities are replaced or as new facilities are planned and constructed within Auburn and/or Auburn's PAA, they shall conform to Auburn's service and facility standards for sanitary sewer service then in effect.

5. Auburn Comprehensive Plan. The terms of this agreement will be included as an element of the sewerage portion of Auburn's Comprehensive Plan, and Soos Creek's Comprehensive Plan.

6. Future Annexations. Each of the parties agree that Soos Creek shall provide sanitary sewer service to the areas shown in Exhibit "A" without regard to the present corporate limits of the parties, and without regard to future corporate limits as they may be amended by annexation to either party.

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. Neither party to this agreement shall be liable for any failure or interruption of service in the service area of the other party, as designated herein, except as may be specifically caused by the other party.

9. Government Approvals. The parties 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 or mission relevant to the terms hereof, and shall cooperate and assist 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 hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Soos Creek or Auburn, the parties will at the time of such service jointly seek approval of the King County Boundary Review Board in accordance with R.C.W. 36.93.090.

11. Service Amendments. Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Auburn's Director of Public Works and Soos Creek's District Manager.

12. Alteration, Amendment, Modification, or Termination. Soos Creek and Auburn hereby reserve the right to alter, amend modify or terminate the terms and conditions of this Agreement upon consent of both Parties given in writing.

13. 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.

In the event either Party incurs any costs including attorney fees to enforce the provisions of this article and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

The provisions of this section shall survive the expiration or earlier termination of this agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

14. Dispute Resolution. In the event that any dispute arises between the Parties, either Party may request in writing that the issue in dispute be resolved by Mediation and, if necessary, binding Arbitration. In the event the matter cannot be resolved by the mediation process then it shall go promptly to binding Arbitration with no right of appeal. Arbitration shall be by the American Arbitration Association, or by such other entity as the Parties agree.

15. Sanctity of Agreement. 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.

16. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Soos Creek or Auburn regarding provision of sewer service, except as specifically set forth herein.

SOOS CREEK WATER AND SEWER DISTRICT

Approved by Resolution No. 2141-S of the Soos Creek Water and Sewer District, Washington, at its regular meeting held on the 21st day of March, 2001.

By:

~~Ben Spear~~, President of Board
Karen L. Webster

Attest:

Secretary of Board
Philip W. Sullivan

Approved as to form:

Soos Creek Attorney
Michael R. Harris

2001 040 6001622

CITY OF AUBURN

Approved by Resolution No. 3321 of the City of Auburn, Washington, at its regular meeting held on the 20th day of February, 2001.

By:

Charles A. Booth, Mayor

Attest:

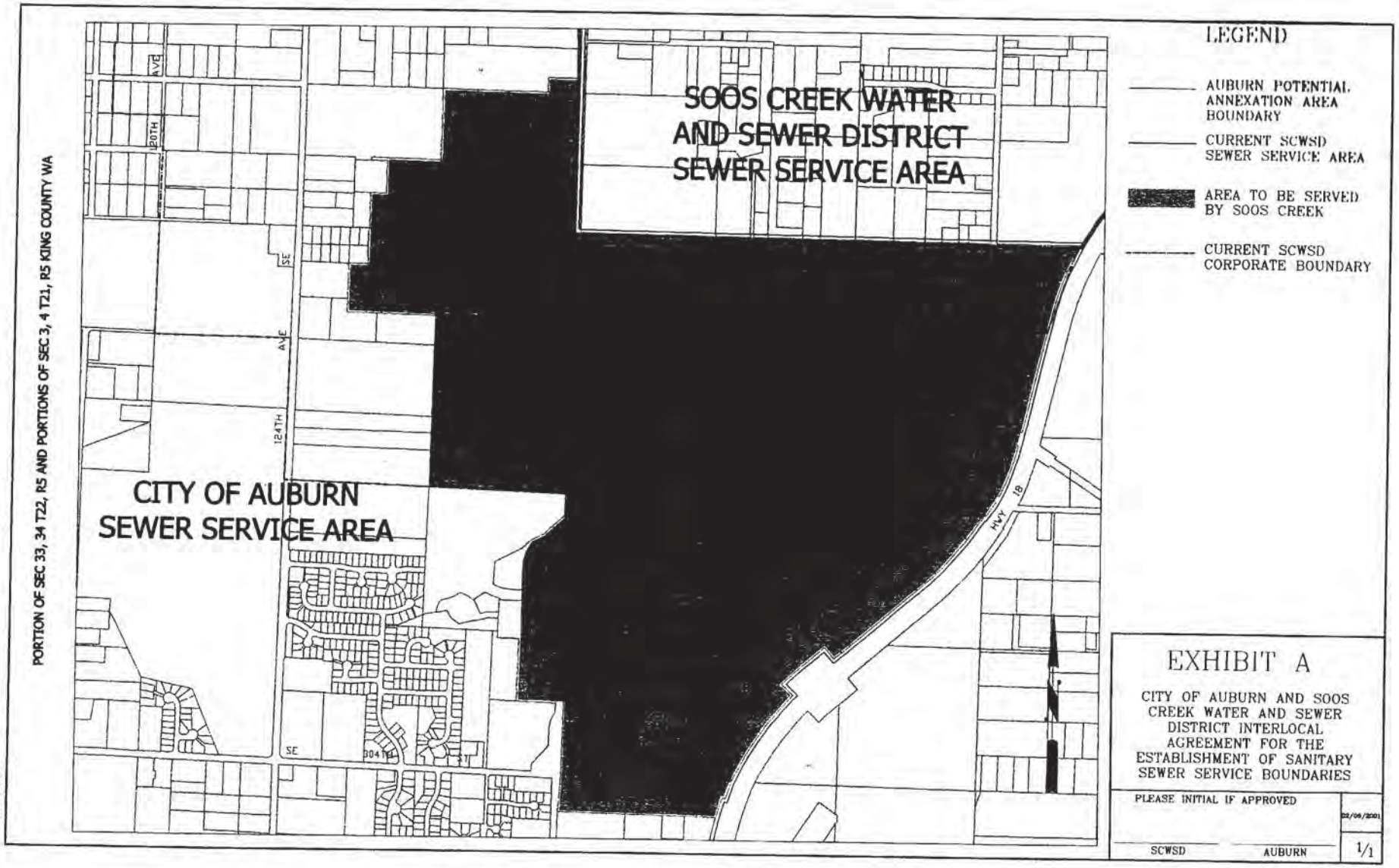
Danielle Daskam, City Clerk

THE CITY OF AUBURN CORPORATE SEAL

Approved as to form:

Michael Reynolds, City Attorney

2001 040 6001622



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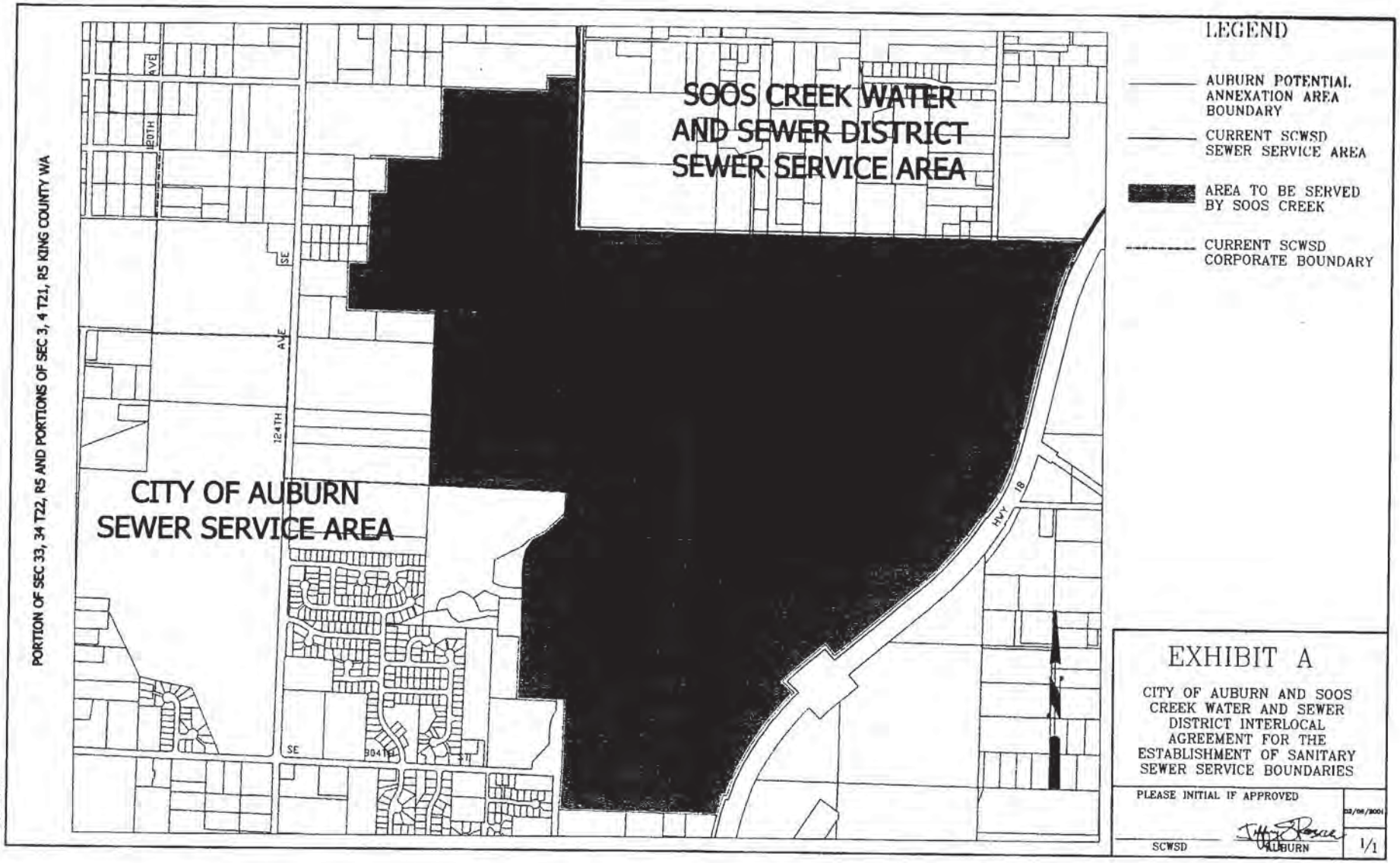


JUNE 2000

LEGEND

- SCWSD CORPORATE BOUNDARY
- SCWSD SEWER PLANNING AREA BOUNDARY
- CITY OF KENT CORPORATE BOUNDARY
- CITY OF AUBURN SEWER SERVICE AREA BOUNDARY
- SEWER SERVICE DIVISION LINE

EXHIBIT "A"

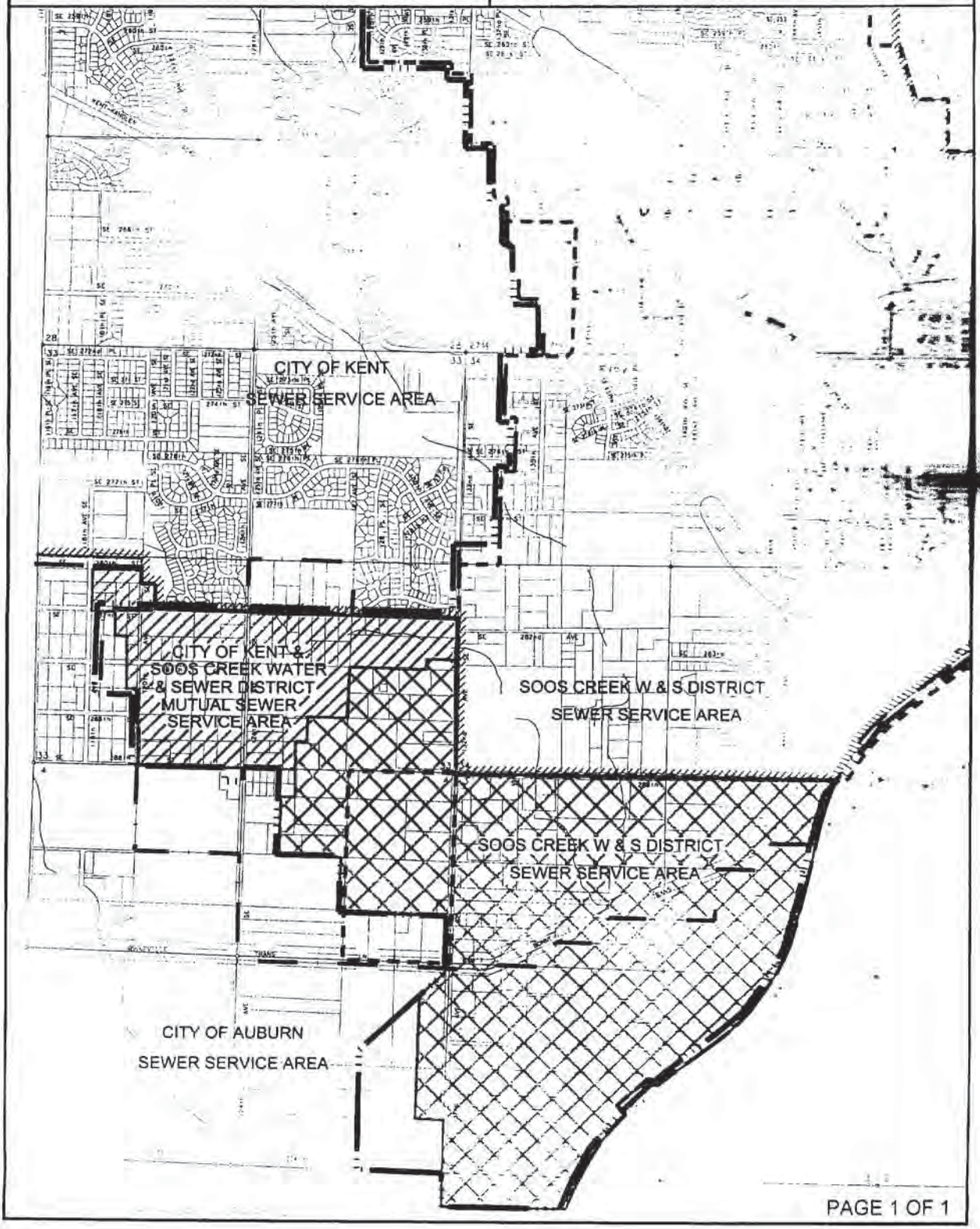
CITY OF AUBURN / SOOS CREEK WATER & SEWER DISTRICT INTERLOCAL AGREEMENT

PROPOSED SEWER SERVICE PLANNING AREAS

APPROVAL

SOOS CREEK W & S DISTRICT

CITY OF AUBURN



Appendix A3: Inter-local Agreements and Outside Agency Correspondence

City of Kent

- Sewer Service Boundaries (Resolution 3322)

RESOLUTION NO. 3322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES BETWEEN THE CITY OF AUBURN AND THE CITY OF KENT.

WHEREAS, pursuant to RCW 35A.11.040 Auburn and Kent have the 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 the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn and Kent have the legal authority to maintain a sewerage system.

NOW, THEREFORE, THE 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 are herewith authorized to execute an Interlocal Agreement establishing sanitary sewer service boundaries between the City of Auburn and the City of Kent. 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 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

DATED this 20th day of February, 2001.

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,
City Attorney

20010406001623
PACIFIC NW TIT AG 14.00
PAGE 001 OF 007
04/06/2001 15:37
KING COUNTY, WA

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

2001 040 6001623

RECORDER'S COVER SHEET

Document Title(s) (or transactions contained therein):
7/14 PNWT W-8385-12

INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND THE CITY OF KENT FOR THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUDNARIES

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)

CITY OF AUBURN & CITY OF KENT

Grantee/Assignee/Beneficiary: (Last name first)

CITY OF AUBURN & CITY OF KENT

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

PER RCW 39.34

☐ 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.

CITY OF KENT and CITY OF AUBURN INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 5th day of March, 2001, by and between the **CITY OF KENT**, a Washington municipal corporation (hereinafter referred to as "Kent"), 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 35A.11.040 Auburn and Kent have the 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 the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn and Kent have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Auburn desires new developments within it's Potential Annexation Area to complete a Pre-annexation agreement with Auburn prior to receiving a certificate of sanitary sewer availability; and

WHEREAS, portions of the Kent sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of Auburn's Potential Annexation Area; and

WHEREAS, Auburn has evaluated and determined it is not cost feasible to provide direct sewer service to Auburn's Potential Annexation Area property existing adjacent to Kent's sanitary sewer infrastructure; and

2001 040 0001623

WHEREAS, the parties desire to allow Kent to construct, reconstruct, repair and maintain sewer facilities as necessary, and to authorize connections to Kent's sewer system for service to noted areas, or portions thereof; and

WHEREAS, Kent's sewer service to these areas will provide for maximum efficient use of existing and future facilities together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Sewer Service Area. The parties have agreed to a sewer service area boundary between them. The boundary is graphically depicted on the map attached hereto as Exhibit "A", which is by this reference incorporated herein. Both parties further agree that Kent in providing sewer service to the area shown on Exhibit "A", as Area To Be Served By Kent, shall be furnishing sewer service to properties within Auburn's Potential Annexation Area. Kent shall provide service in accordance with and subject to the terms and conditions of this Agreement.

2. Management, Regulation and Control of Sewer System. Kent shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its sewerage system as installed within the area described in Exhibit "A", together with any additions, extensions and betterments thereto. Kent shall also be responsible for obtaining all necessary governmental franchises, approvals, easements and permits for the installation of said sewerage system as described above.

3. Service Rates and Connection Charges.

a) **Permit Required.** No connection shall be made to Kent's sanitary sewer system unless the property owner first pays the associated fees and submits the proper information to obtain a Kent sanitary sewer connection permit. The connection shall be subject to inspection and approval for compliance with Kent's Sanitary Sewer Standards as adopted at the time the connection is made.

b) **Rates.** The rates charged to the sanitary sewer customer by Kent within the area described in Exhibit "A" shall be fixed, altered, regulated and controlled by Kent pursuant to all applicable laws or regulations promulgated on the subject of rates and charges for sewer service. No surcharge shall be charged to the customers served under this agreement on the sole basis that those customers are within Auburn's Potential Annexation Area.

4. **Planning Areas.** Kent hereby acknowledges the region to be within Auburn's Potential Annexation Area. Both parties acknowledge that Auburn desires a Pre-annexation Agreement from property seeking a sewer certificate of availability within Auburn's Potential Annexation Area.

5. **Sewer Availability Certificates.** Commencing on March 1, 2001, Kent shall issue sewer availability certificates for property within the area described in Exhibit "A". Kent agrees not to issue the availability certificate or any side sewer permit in the case of an existing development until Kent receives a copy of the City of Auburn Pre-Annexation Agreement in a form accepted and approved by the City of Auburn.

6. **Future Annexations.** Each of the parties agree that Kent shall provide sanitary sewer service to the areas shown in Exhibit "A" without regard to the present corporate limits of the parties, and without regard to future corporate limits as they may be amended by annexation to either party.

7. **Kent Comprehensive Sewer Planning.** The terms of this Agreement will be included as an element of Kent's Comprehensive Sewerage Plan. Kent will submit to Auburn all Comprehensive Sewerage Plans and amendments thereto involving area and/or system improvements within Auburn's planning area.

8. **Auburn Comprehensive Planning.** The terms of this Agreement will be included as an element of the sewerage portion of Auburn's Comprehensive Plan.

9. **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.

10. **Liability.** Neither party to this agreement shall be liable to the other party for any failure or interruption of service in the service area of the other party.

11. **Government Approvals.** The parties 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 or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

12. **Boundary Review Board.** In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Kent or Auburn, the parties will at the time of such service jointly seek approval of the King County Boundary Review Board in accordance with R.C.W. 36.93.090.

13. **Service Amendments.** Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a

case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of the Director of Public Works from both jurisdictions.

14. Alteration, Amendment or Modification. Kent and Auburn hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification.

15. Sanctity of Agreement. 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.

16. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Kent or Auburn regarding provision of sewer service, except as specifically set forth herein.

2001 040 0001623

CITY OF KENT
Approved by ~~Resolution No~~. MOTION of the City of Kent, Washington, at its regular meeting held on the 6TH day of FEBRUARY, 2001.

By:

Mayor

Attest:

Brenda Jacober
City Clerk, City of Kent

Approved as to form:

Kent City Attorney, DEPUTY

CITY OF AUBURN
Approved by Resolution No. 3322, of the City of Auburn, Washington, at its regular meeting held on the 20th day of February, 2001.

By: Attest:

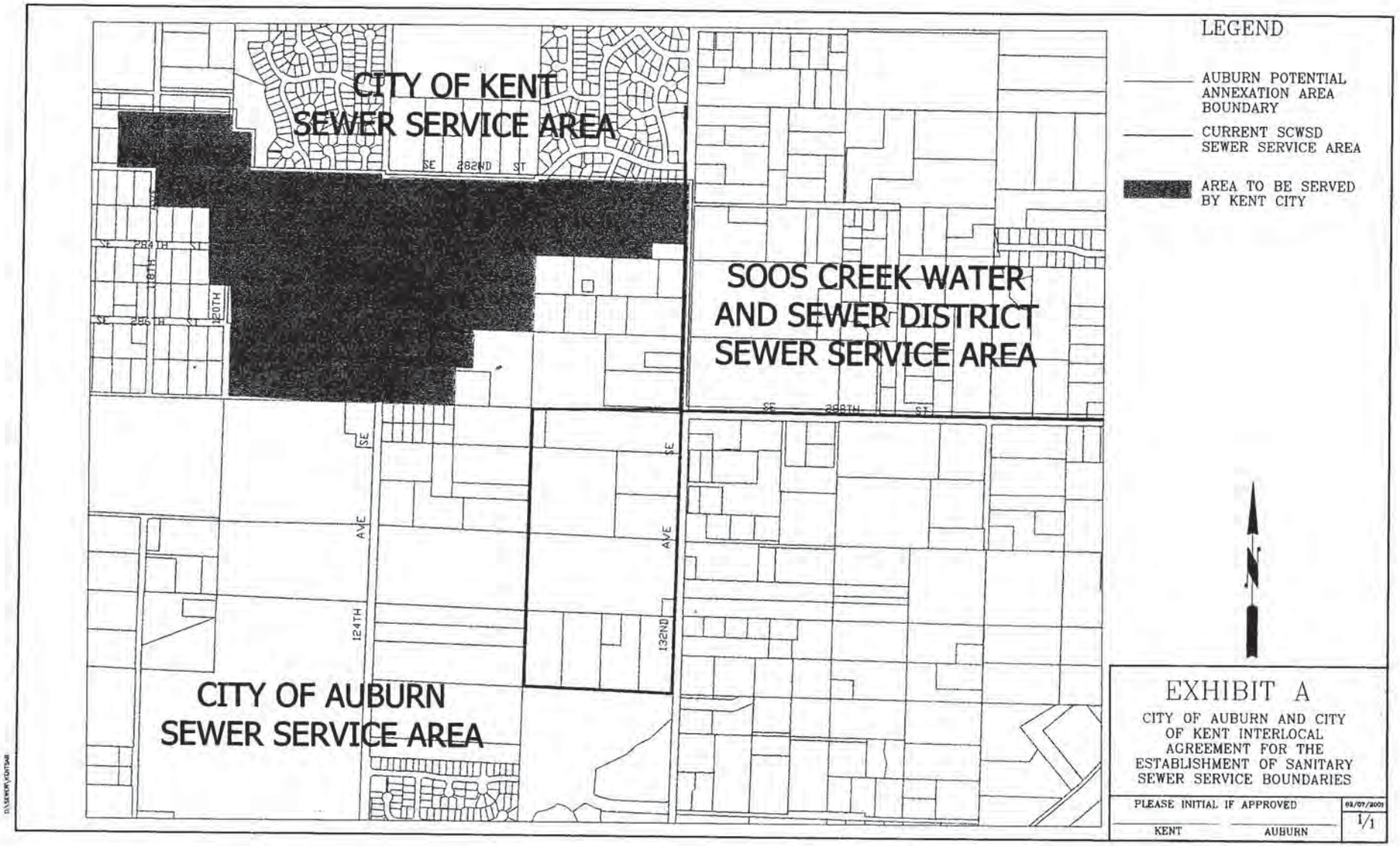
Charles A. Booth
Charles A. Booth, Mayor

Danielle Daskam
Danielle Daskam, City Clerk

Approved as to form:

Auburn City Attorney

2001 040 6001623



Appendix A4: Inter-local Agreements and Outside Agency Correspondence

City of Pacific

- Sewer Service Boundaries (Resolutions 4335 and 730)

RESOLUTION NO. 4335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC

WHEREAS, pursuant to RCW 35A.11.040 and RCW 35A.21.150 the City of Auburn ("Auburn") and the City of Pacific ("Pacific") have the authority to exercise a wide variety of municipal powers, including providing sewer service; and

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

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized and are situated so as to be capable of affording public sanitary sewer service to a portion of Pacific; and

WHEREAS, Pacific has evaluated and determined it is in Pacific's best interest to allow Auburn to provide sanitary sewer service to property within

Pacific's municipal boundary that lies in the vicinity of Auburn's sanitary sewer infrastructure; and

WHEREAS, Auburn has sufficient wastewater conveyance capacity within their sanitary sewer facilities to support these adjustments to the existing sanitary sewer service areas; and

WHEREAS, Auburn's delivery of sanitary sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE, THE 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 are herewith authorized to execute an Interlocal Agreement establishing sanitary sewer service boundaries between the City of Auburn and the City of Pacific, which agreement shall be in substantial conformity with the Agreement a copy of which is 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 May, 2008.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

INTERLOCAL AGREEMENT
between
CITY OF PACIFIC and CITY OF AUBURN
for the
THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into by and between the **CITY OF PACIFIC**, a Washington municipal corporation (hereinafter referred to as "Pacific"), 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 35A.11.040 Auburn and Pacific have the 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 Pacific have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn and Pacific have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized and are situated so as to be capable of affording public sanitary sewer service to a portion of Pacific; and

WHEREAS, Pacific has evaluated and determined it is in Pacific's best interest to allow Auburn to provide sanitary sewer service to property within Pacific's municipal boundary that lies in the vicinity of Auburn's sanitary sewer infrastructure; and

WHEREAS, Auburn has sufficient wastewater conveyance capacity within their sanitary sewer facilities to support these adjustments to the existing sanitary sewer service areas; and

WHEREAS, the parties desire to allow Auburn to construct, reconstruct, repair and maintain sewer facilities, and to authorize connections to Pacific's sewer system for service to the areas noted in Attachment "A"; and

WHEREAS, Auburn's delivery of sanitary sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sewer Service Area.** The parties have agreed that Auburn will provide sanitary sewer service to a portion of Pacific as graphically depicted on the map attached hereto as Attachment "A", which is by this reference incorporated herein. Both parties further agree that Auburn, in providing sewer service to the area as shown on Attachment "A", shall be furnishing sewer service to properties within Pacific's water service area and Pacific's municipal jurisdiction in accordance with and subject to the terms and conditions of this Agreement.

2. **Management, Regulation and Control of Sewer System.** Auburn shall have the sole responsibility and authority to construct, maintain, manage and operate its sewerage system as installed within the areas described in Attachment "A", together with any additions, extensions and betterments thereto. Auburn shall also be responsible for obtaining all necessary governmental franchises, approvals, easements and permits for the installation, maintenance, and operation of said sewerage systems as described above.

3. **Rates, Charges, Permits, and Billing Responsibilities.** Through this Agreement Auburn will be responsible to own, operate, and maintain the sanitary sewer system including private side sewers within the public right of way. Auburn shall issue certificates of sewer availability when requested by the property owners.

No connection or modification shall be made to Auburn's sanitary sewer system and or private side sewer services connected to Auburn's sewer system unless the property owner first pays the associated fees and submits the proper information to obtain an Auburn sanitary sewer permit. Sanitary sewer permits shall be subject to inspection and approval for compliance with Auburn's Sanitary Sewer Standards as adopted at the time the connection is made.

The rates charged to Auburn's sanitary sewer customers shall be fixed, altered, regulated and controlled by Auburn pursuant to all applicable laws or regulations promulgated on the subject of rates and charges for sewer service. No surcharge shall be charged to the customers served under this agreement on the sole basis that those customers are outside of Auburn's city limits.

To establish a quantitative usage, Pacific shall provide to Auburn the quantity of potable water used by those properties connected to Auburn's sanitary sewer system. Pacific shall provide water usage information every other month to Auburn and Auburn shall send a bill every other month for sewer service. Pacific shall give Auburn the right to read water meters described in Attachment "A" manually if desired by Auburn. Auburn shall also have the ability to annually request water usage data from Pacific for said properties.

4. Boundary Review Board. Pacific and Auburn will, at the time of service through this agreement provide a copy of to the King County Boundary Review Board in accordance with R.C.W. 36.93.090.

5. Comprehensive Sewer Planning. The terms of this Agreement will be included as an element of Auburn and Pacific's Comprehensive Sewerage Plans.

6. Reliance. Each party hereto acknowledges that the other will rely upon the terms of this agreement in its comprehensive planning to meet the needs of the service area designated herein.

7. Indemnification. Pacific agrees to indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees, and/or officers, from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering this agreement except as expressly provided herein.

Auburn agrees to indemnify and hold Pacific and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever king or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees, and/or officers, from any claims arising from the sole negligence of

Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering this agreement except as expressly provided herein.

8. Assignment. The parties shall not assign this agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. Attorney's Fees. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, 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.

10. Government Approvals. The parties will give notice of the adoption of this Agreement to King County's Department of Natural Resources – Wastewater Treatment Division, to the Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

11. Service Amendments. Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Auburn's Director of Public Works and Pacific's Director of Public Works.

12. Notices. 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 Pacific
Director of Public Works
PO Box 250
100 3rd Avenue SE
Pacific, WA 98047
253-833-2741

City of Auburn
Director of Public Works
25 west Main Street
Auburn, WA 98001
253-931-3010

or to such other representative 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.

13. Alteration, Amendment or Modification. Pacific and Auburn hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification. Such written consent(s) shall be filed with this agreement for future reference.

14. Sanctity of Agreement. 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.

15. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Pacific or Auburn regarding provision of sewer service, except as specifically set forth herein.

16. Miscellaneous.

A. The captions in this agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.

B. This agreement is established in perpetuity. Modifications can be established upon written agreement between both parties.

C. The purpose of this agreement is to clarify Pacific and Auburn's sanitary sewer responsibilities for providing service and maintaining public sewer facilities.

D. If any term, provision, condition or portion of this Agreement is held to be invalid, or unenforceable by a final decision of any court having jurisdiction on the matter, the remaining of this Agreement or the application of such term or provision to persons or circumstances other then those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Auburn or Pacific shall have the right to terminate the Agreement.

E. No modifications or amendments of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

CITY OF PACIFIC
Approved by Resolution No. 730 of the City of Pacific, Washington, at its regular meeting held on the 12th day of May, 2008.

By:

RICHARD HILDRETH,
Mayor, City of Pacific

Attest:

SANDY PAUL-LYLE,
City Clerk, City of Pacific

Approved as to form:

ALBERT A ABUAN,
City Attorney, City of Pacific

CITY OF AUBURN
Approved by Resolution No. 4335, of the City of Auburn, Washington, at its regular meeting held on the 5th day of May, 2008.

By:

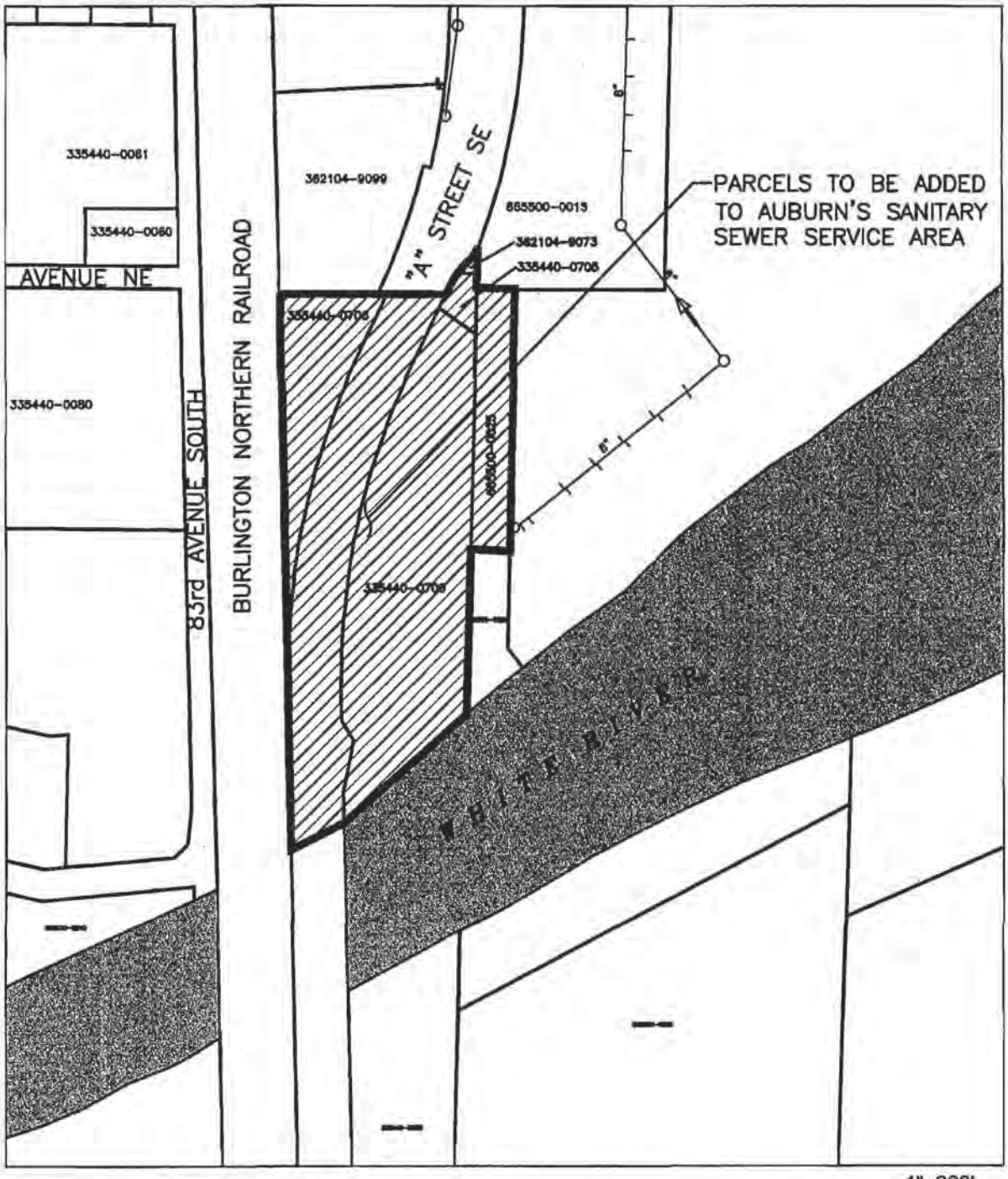
PETER B. LEWIS,
Mayor, City of Auburn

Attest:

DANIELLE DASKAM,
City Clerk, City of Auburn

Approved as to form:

DANIEL B. HEID,
City Attorney, City of Auburn



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CITY OF AUBURN WASHINGTON

ATTACHMENT A

PACIFIC - AUBURN
SANITARY SEWER SERVICE AGREEMENT

CITY OF PACIFIC
WASHINGTON

COPY

RESOLUTION NO. 730

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES BETWEEN THE CITY OF PACIFIC AND THE CITY OF AUBURN

WHEREAS, pursuant to RCW 35A.11.040 Pacific and Auburn have the 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 Pacific have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn and Pacific have the legal authority to maintain a sewerage system.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The Mayor and City Clerk of the City of Pacific are herewith authorized to execute an Interlocal Agreement establishing sanitary sewer service boundaries between the City of Pacific and the City of Auburn. A copy of said Agreement is attached hereto, as Exhibit "1" 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.

PASSED BY THE PACIFIC CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 12TH DAY OF MAY, 2008.

CITY OF PACIFIC

Mayor Richard Hildreth

ATTEST/AUTHENTICATED:

Sandy Paul CMC

Sandy Paul - Lyle, City Clerk

Approved as to form:

Albert Abuan, City Attorney

Filed with the City Clerk: May 1, 2008
Passed by the City Council: May 12, 2008
Resolution No. 730
Effective: May 12, 2008

Appendix A5: Inter-local Agreements and Outside Agency Correspondence

Muckleshoot Indian Tribe

- Sewer Service Boundaries (Resolution 4902)
- Wastewater Conveyance Cost Sharing (Resolution 3660)
- Temporary Sewage Lift Station Operation (Resolution 3502)

RESOLUTION NO. 4902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MASTER AGREEMENT/PROVISIONS FOR MUNICIPAL UTILITY SERVICES ON TRUST LANDS, REPLACING AND SUPERSEDING THE AGREEMENT PREVIOUSLY APPROVED AND AUTHORIZED BY RESOLUTION NO 4883

WHEREAS, the City of Auburn has been approached by representatives of the Muckleshoot Indian Tribe with a request for an agreement whereby the City would provide municipal utilities to the Tribe for property being developed by the Tribe, and

WHEREAS, representatives of the City and the Tribe have negotiated an agreement that accommodates that request and that addresses the relationship of the City and the Tribe in connection with the provision of such utilities, the terms of which are beneficial to both parties, and

WHEREAS, in connection herewith, the Auburn City Council heretofore approved and authorized an agreement for municipal utility services on Tribal or Indian Trust lands through Resolution No 4883, and

WHEREAS, following the passage of said Resolution No 4883, representatives of the City of Auburn and the Muckleshoot Indian Tribe discussed some changes to the agreement authorized by resolution No 4883, which changes are acceptable to both the City and the Muckleshoot Indian Tribe

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

Section 1. That the Mayor and City Clerk, or designees, are hereby authorized to execute the Master Agreement/Provisions for Municipal Utility Services on Trust

Lands in substantial conformity with the Agreement marked as Exhibit A attached hereto and incorporated herein by this reference, replacing the Agreement approved and authorized by Resolution No 4883

Section 2 That the Mayor is 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 22nd day of January, 2013

CITY OF AUBURN

PETER B LEWIS, MAYOR

ATTEST

Danielle E Daskam, City Clerk

APPROVED AS TO FORM

Daniel B Heid, City Attorney

CITY OF AUBURN WASHINGTON

MASTER AGREEMENT/PROVISIONS FOR MUNICIPAL UTILITY SERVICES ON TRUST LANDS

City of Auburn
Engineering Division
Development Section
Public Works Department

25 West Main St.
Auburn, WA 98001-4998
(253) 931-3010
FAX (253) 931-3053

MASTER AGREEMENT FOR MUNICIPAL UTILITY SERVICES ON TRUST LANDS

The **CITY OF AUBURN** ("City"), and the **MUCKLESHOOT INDIAN TRIBE** ("Tribe" - also hereafter referred to in this agreement as "Developer") enter into this Municipal Utilities Service Agreement ("Agreement"), and make the following expressed mutual promises and covenants regarding the Developer's proposed Public Facility Extension ("Extension(s)")

The City agrees to accept the Extension(s) for operation and maintenance if the Developer, at the Developer's expense, designs, constructs, conveys and transfers said Extension(s) to the City pursuant to the terms and conditions of this Agreement. This Agreement is valid and binding for the Developer's Extension(s) serving Indian owned lands within the Muckleshoot Indian Reservation and the City of Auburn's municipal water and sewer service area.

I. DEFINITIONS

For the purposes of this agreement the terms in this Section shall have the following meanings

- **Public Facilities.** City sanitary sewer facilities (sewer mains, manholes, and appurtenances) and water facilities (water mains, service lines between mains and water meters, meter services including setter, meter and box, fire hydrants, and appurtenances)
- **Utility Right-of-Way Easement.** A nonexclusive perpetual right-of-way easement on the Property granting the City the right to operate, maintain, repair, replace, improve, remove, enlarge Public Facilities and the right to access the Property for providing Solid Waste services.
- **Indian Property.** For the purposes hereof, Indian Property refers to residential properties owned by the Tribe or held in Trust by the Bureau of Indian Affairs (BIA) for the benefit of the Tribe or individual Indians.
- **Utility Services.** City water, sanitary sewer, storm drainage, and solid waste services, pursuant to Chapters 13 06, 13.20, 13 48 and 8 08, respectively, of the Auburn City Code (ACC)

II. CITY RESPONSIBILITIES

Pursuant to the terms and conditions of this agreement the City agrees to·

A. Provide municipal Utility Services to the Property in conformance with City regulations governing Utility Services.

B Comply with the Utility Right-of-way provisions herein.

III. TRIBE RESPONSIBILITIES

Pursuant to the terms and conditions of this agreement the Tribe shall be responsible for the following:

A. Complying with the Utility Right-of-way provisions herein.

B Extending Public Facilities in compliance with terms herein.

IV. INDIAN PROPERTY RESIDENT RESPONSIBILITIES

Those people who reside on the residential properties of the Tribe and who receive utility services from the City pursuant to this Agreement shall comply with and be subject to, the ACC provisions and requirements for the construction, operation, maintenance, and payment for the above described Utility Services, and their receipt of and eligibility for City Utilities shall be conditioned on and subject to the following:

A. City Utility Customers who are residents of Indian Property shall, in advance of the City initiating new City Utility Services or re-initiating previously established City Utility Service that has been cancelled or suspended for nonpayment, deposit with the City the amounts of Utility Service Deposits required for City Utilities. The deposit for residents of Indian Property may be made in the form of cash, cash equivalent, or a bond or guarantee for the deposit amount in a form acceptable to the City, whereby the Tribe is guaranteeing the deposit amount._Residents of Indian property who cannot pay the deposit amount, or provide the City with a bond or guarantee of the deposit amount by the Tribe in a form acceptable to the City, may request that the City grant a full or partial waiver(s) to the Utility Customer from the deposit requirement because of special humanitarian or health circumstances. The City shall have the sole discretion to grant such waivers, and determine if they shall be full or partial waivers. If the waiver is granted by the City, no deposit or only a reduced deposit shall be required.

B City Utility Customers who are residents of Indian Property shall agree to pay, and shall execute documents evidencing such agreement to pay, the utility bills in accordance with the requirements of Chapter 8 08 [Solid Waste Utility], Chapter 13 06 [Water Utility], Chapter 13.20 [Sewer Utility] and Chapter 13.48 [Storm Drainage Utility] of the Auburn City Code (ACC).[1]

V. EXTENSION FEES

City of Auburn Ordinance No 5819 amended ACC13 40 050, Utility Extension Fees, so that fees for private streets or private drainage associated with Planned Unit Developments or Gated

[1] The form of the Agreement for Payment of Utilities shall be in a form devised by the City, such as the sample set forth herein as Exhibit "F" APPLICATION FOR UTILITY SERVICE & DEPOSIT AGREEMENT, Provided that the City reserves the right to modify or amend the Agreement as it deems advisable, to accomplish the purposes intended.

Communities can be included in the Facility Extension Fees. The Developer agrees to pay applicable City Utility Extension Fees as calculated by the City in accordance with applicable City Codes, generally as indicated herein below in Exhibit D hereto

The Developer shall also pay reasonable additional fees to the City in the event the City needs to obtain consulting support services to assist the City when the scope of the Extension is beyond the City's normal area of expertise or the City's ability to review within a reasonable time.

Furthermore, the Developer is responsible to pay fees associated with the Valley Regional Fire Authority's (VRFA) review of plans as requested by the City The City will allocate these fees, as established by the Auburn Fee Schedule; at the time the 40% Extension Fee is submitted. If extended review is required additional fees will be collected prior to Construction.

VI. CONSTRUCTION DRAWINGS

The Developer shall submit construction drawings ("plans") and supporting technical documents designed and developed by a professional engineer registered in the State of Washington to the City for review and approval at the time of application.

The plans and supporting materials shall comply with the City of Auburn's Design Standards and Construction Standards for water, sanitary sewer, and storm water drainage utilities. For all work conducted in City streets and rights-of-ways, and for work to be conducted in the portion of any tribal or private road or right of way immediately abutting City streets or rights-of-way, the plans shall also be in compliance with City design and construction standards for City streets and rights-of-way.

If design or construction activities on the extension(s) become inactive on the Developer's part for a period of six months, the City may require the plans be revised to conform to existing field conditions, or to meet current City design standards and regulations. The City may also require the execution of a new Agreement, in which case, this Agreement shall become null and void.

After all plan reviews have been completed and corrections made, and if all other requirements have been met, the City will request that the Developer/Engineer submit a full set of plans on mylar for City approval and signature. The Developer/Engineer shall also submit AutoCAD electronic files with the mylar. The signed mylar shall then be used to make all plan copies for use during the construction process.

VII. UTILITY RIGHTS-OF-WAY EASEMENT

At the Developer's expense, a nonexclusive perpetual right-of-way easement on the Property shall be granted to the City giving the City the right to operate, maintain, repair, replace, improve, remove, enlarge Public Facilities and the right to access the Property for providing Solid Waste services. The Utility Right-of-way or Easement shall be in a form acceptable to the

City Recording of the Utility Right of Way or Easement shall take place upon acceptance by the City of affected Public Utilities.

VIII. PAYBACK AGREEMENT

The City may enter into a Payback Agreement, if applicable, with the Developer pursuant to the requirements of RCW 35 91, RCW 35 72, and ACC 12.70 and 13 40.060. The Developer must submit a complete application to the City no later than 90 calendar days of the acceptance of the facility improvements. The City shall not consider an application for a payback agreement that is submitted later than 90 days after acceptance of the facility improvements. If the City has agreed to a warranty acceptance as provided for in Section XIII of this Agreement, the Developer must file an application for a payback agreement no later than 90 days after the warranty acceptance date for those improvements accepted under the warranty application, and no later than 90 days after final acceptance for the remaining improvements. After a complete application has been accepted the City will then work with the Developer to determine the appropriate cost allocation method and evaluate the eligibility of the submitted costs. A standard form of the agreement and an application handout outlining the payback process are available upon request.

IX. INSURANCE

Throughout the period of performance of this Agreement for all construction related activities, the Developer or Contractor shall carry and maintain commercial general liability insurance with limits of not less than one million dollars ($1,000,000 00) per occurrence for bodily injury, including death, and one million dollars ($1,000,000.00) per occurrence for property damage or, alternatively, one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury and property damage combined, and two million dollars ($2,000,000.00) general aggregate.

This insurance shall be in a form and with an insurer acceptable to the City, and shall contain coverage for all premises and operation, broad form property damage, contractual liability (including without limitation that specifically mentioned in the Agreement, and products and contemplated operations insurance.

This insurance shall provide coverage for explosion, collapse, underground excavation, and lateral support.

Any policy or policies that provide the insurance required in this Agreement shall name the City as an additional insured on a separate endorsement, to the extent of the contractual obligations set forth here. If the Contractor, as the Agent of the Developer, provides the required insurance, then such insurance shall name both the Developer and the City as additional insured.

Before the beginning of the period of performance under this Agreement, the Developer shall provide for City review and approval, a certificate of insurance reflecting full compliance with

the requirements set forth in this Agreement. The certificate shall be kept current and in compliance throughout the period of performance until final acceptance by the City (and for two years thereafter for products and contemplated operations liability), and shall provide for 30 days advance written notice to the City if cancellation or material change adversely affect the interests of the City

Throughout the period of performance of the Agreement, the Developer shall cover or maintain insurance in compliance with the applicable worker's compensation laws, with respect to all of its respective employees working on or about the facility site, regardless of whether such coverage or insurance is mandatory or merely elective under the law

For the purposes hereof, the period of performance of this Agreement includes and refers to the time during which any party hereto is obligated to perform tasks required herein.

X. INDEMNIFICATION

The Developer shall defend, indemnify and hold the City, its elected and appointed officials, employees, and agents harmless from any actions, causes of action, liabilities, claims, suits, judgments, liens, awards, demands, and damages of any kind including, property damage, personal injury, or death (including any claims brought by employees of the Contractor or any subcontractor) arising out of or in connection with the performance of this Agreement, to the extent that such claims arise out of the negligent act or omission or willful misconduct of the Developer, Contractor, any subcontractor, or their employees arising out of, or in any way related to, their performance of the Agreement, including without limitation the provision of services, personnel, facilities, equipment, support, supervision or review. The City shall be indemnified and held harmless for all expenses, costs of litigation, and reasonable attorney's fees, expert witness fees, and costs of services of engineering and other personnel related to any such action, or incident to establishing the right to indemnification, to the extent such claims arise from any negligent act or omission or willful misconduct of the Developer, Contractor, any subcontractor, or their employees arising out of, or in any way related to, their performance of the Agreement, including without limitation the provision of services, personnel, facilities, equipment, support, supervision, or reviews. The City's obligations herein are subject to judicial, legislative, and regulatory restrictions beyond the City's control (Including, but not limited to the Endangered Species Act) The applicant releases the City from any and all direct or indirect liability or damages related to actions beyond the City's control.

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 Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability hereunder shall be only to the extent of the Developer's negligence. The Developer expressly waives any immunity under industrial insurance, whether arising from RCW Title 51 entitled "Industrial Insurance" or any other statute or source as provided in Article IX solely for the benefit of the City and solely to the extent of the indemnity set forth in this Agreement. This waiver has been mutually agreed by

the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Developer shall, at the City's request, furnish comprehensive evidence that all obligations of the nature designated in this agreement have been paid, discharged, or waived.

XI. CONSTRUCTION

All of the following applicable conditions shall be satisfied before a notice to start construction will be issued to the Contractor·

A. Approved Plans have been copied and distributed to all applicable parties and the signed original mylars returned to the City (see Article VI herein)

B Attend a Pre-construction Meeting between the City and the Developer's contractor

C Provide a Performance Bond or Assignment of Funds to the City in an amount and fashion that would adequately cover any work needed in any City right-of-way or on City utility lines.

D Provide Certificate of Insurance to the City naming the City (and Developer if Contractor supplies insurance) as an additional insured (see Article IX herein)

E. Non-Indian Contractors Possess an Active Contractor's Labor & Industry license; and Indian Contractors Possess an Active Contractor's Labor & Industry license if they are going to do any work in or on the City's right-of-way or City utility lines.

F Provide an Emergency Call List for Contractor and Subcontractors.

G Obtain a Business License with the City for all non-Indian contractors and subcontractors when working within the City limits, and for all contractors and subcontractors who will do any work in or on the City's right-of-way or City utility lines.

H. Obtain Authorized Construction Period for construction work to be completed within the existing public right-of-way (see additional information in Article VII herein), if applicable.

I. For work outside of Auburn's City limits, adequate County permits/approvals must be in place. The City will apply for the right-of-way permit(s) once plans are approved.

J If sewer extension, King County Waste Water Treatment Division approval is needed. The City will submit for approval, once plans are approved.

K. Provide Proof of Contract for Private Utility Relocates. The Developer acknowledges the obligation to enter into a separate contract, at the Developer's

expense, to relocate private utility facilities as necessary to comply with City Standards where applicable.

The City shall provide part-time inspection of the public and private Extension, to assist in determining that the work and materials meet the City's design standards and construction standards. The City shall also assist the Developer in complying with the present City rules, regulations, and resolutions and the terms of this Agreement. This assistance does not relieve the Developer of responsibility for complying with the plans, specifications, or terms of this Agreement, or any rules and regulations imposed by the City, County, or other agencies.

All construction performed by the Developer shall be in compliance with City design and construction standards for water, sanitary sewer and storm drainage utilities. For all work conducted in City streets and rights-of-ways, and for work to conducted in the portion of any tribal or private road or right of way immediately abutting City streets or rights-of-way, the work shall also be in compliance with City design and construction standards for City streets and rights-of-way

The Developer shall be responsible for acquiring the City's Construction Standards and having a copy on-site during construction.

The Developer agrees to comply with all Federal, State, County, and City regulations applicable to the Developer while construction is in progress in public rights-of-way

For public extensions that include construction within the existing public right-of-way or work on City utility lines, the City shall determine a reasonable time frame in which the Developer will complete all work within the existing right-of-way, including final clean up This time frame shall be the Authorized Construction Period for such work, and it shall be designated in calendar days and will be determined at the pre-construction conference. The Authorized Construction Period shall start when work first begins on this phase of the project or on a date specific set to minimize any public inconvenience. If the required work is not completed within the allotted time, the City will suspend all public and private Extension-related work other than those activities necessary to complete the required right of way improvements. If the restoration of the existing public right-of-way is not completed within the time period defined above, the Developer agrees that the City may hire an independent contractor to complete the necessary work and bill the Developer for the actual costs.

The City has the authority to decide all questions regarding the quality and acceptability of the materials furnished and of the work performed for the construction of the improvements. The City shall also have the authority to suspend construction work, in whole or part, for the failure of the Developer/Contractor to carry out the work in conformance with City development regulations, City construction standards, and approved plans.

The Developer's contractor shall make a written request to the City a minimum of 72 hours in advance when work is to be performed on Saturdays, Sundays, Holidays, or other than normal working hours. Written permission from the City shall be required before the contractor is allowed to work during any such requested hours. Approval of the contractor's request shall be dependent on the City's ability to provide adequate construction project monitoring during the requested time.

XII. ACCEPTANCE OF EXTENSION FOR OPERATION AND OWNERSHIP

The City agrees to accept the Extension for operation and ownership upon approval of the completion of all the facilities and the full compliance of the terms and conditions of this Agreement, including the following requirements

A. Approved Maintenance Guarantee (see Section XIII herein)

B. Executed Bill of Sale (see Section XIV herein)

C Certified and Approved Record Construction Drawings on Mylar & a copy of the Electronic CAD Drawing File(s) (see Section XV herein).

D. Executed Public Utility Right of Way or Easement (see Section XVII herein and Exhibit A).

E. Approved Developer Contribution Document provided for all facilities involving work in City right-of-way or on City utility lines (see Section XIV herein)

F Final Storm Water Site Plan (Report) and Cover Letter. This letter shall address any changes between the project's original storm water site plan (report) and the final construction of detention/retention and water quality facilities (see Section XVI herein).

Upon approval and acceptance, the City shall send a letter to the Developer accepting the system for ownership and operation.

If a Payback Agreement is applicable, the Developer will be required to provide the City with cost data within 90 calendar days of project acceptance. The City will provide sample cost data documentation for information.

The City shall release the Performance Guarantee, if applicable, to the Developer within 30 days of the letter of acceptance.

XIII. MAINTENANCE GUARANTEE

Before the City accepts the public portion of the Extension for operation and ownership, the Developer shall provide a one-year Maintenance Guarantee in the amount of two thousand dollars ($2,000.00) or ten percent (10%) of the City's estimated replacement costs of the

improvements, whichever is greater For some facilities, the City may require the Developer to provide a Maintenance Guarantee beyond the one-year period. If the City elects to so require, the City shall notify the Developer before the start of construction.

Two forms of Maintenance Guarantees are acceptable: 1) a Maintenance Bond or 2) an Assignment of Funds. Any request to use other forms of Maintenance Guarantee will be determined on a case by case basis by the City Engineer

The Developer may designate an Agent, such as a contractor or engineer, to provide the required Maintenance Guarantee to the City In such event, the Developer shall remain responsible for the contractual obligations set forth in this agreement. If the Agent defaults on the Maintenance Bond, this authorization for designation of an Agent does not preclude the City proceeding to foreclosure or demanding forfeiture of the bond against the Developer

The Developer shall bear the expense of the bond. If at any time a surety on any such bond is declared bankrupt, loses its right to do business in the State of Washington, or is removed from the list of Surety companies acceptable on Federal bonds, the Developer shall substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The Developer shall pay all premiums on these bonds.

The Assignment of Funds will be in a required amount held in a Financial Institution acceptable by the City and secured under the use of the City of Auburn Standard Assignment of Funds form. During this maintenance guarantee period, the Developer shall warrant that the materials and equipment furnished by the Developer for the Extension are in normal working order and condition except where abused or neglected by the City The Developer shall guarantee that it will repair or replace at its own expense any work or material that proves to be defective during such warranty period.

Two months prior to the end of the maintenance guarantee period (usually one year), the Developer will be required to have all public sanitary sewer and storm lines cleaned and then inspected with a remote television unit by an approved firm, **at Developer's expense**. The video will then be compared to the tape made prior to acceptance to ensure that no substantial change has occurred. The City shall then re-inspect the Extension for warranty compliance. If this re-inspection determines that the Extension functions as intended at the time of acceptance, the City shall release the Maintenance Bond. If the re-inspection determines that the Extension is not functioning as intended at the time of acceptance, the Developer shall replace or repair said Extension and the City, at its option, may extend the maintenance period for such replacement or repair for another one year. After an acceptable maintenance inspection, the City will release the Maintenance Bond and accept the facility for maintenance.

XIV. BILL OF SALE

Before the City accepts the public portion of the Extension for operation and ownership, the Developer agrees to execute an approved Bill of Sale (the City will prepare this document, once information is received, for Developer's signature) for the improvements that are to be dedicated to the City The Bill of Sale will provide for the transfer of title of the public portion of the Extension from the Developer to the City and will further include the following items.

A. The Developer is the lawful Owner of the public portion of the Extension and it is free from all encumbrances.

B The Developer has paid all bills for all labor and material used during construction of the Extension or has obtained lien wavers from all persons who have not been paid for their labor or material.

C. The Developer has the right to transfer the public portion of the Extension to the City for the consideration of incorporation into the City system.

D The Developer will warrant the public portion of the Extension and defend the same against lawful claims and demands of all persons for one year from the date the Bill of Sale is accepted by the City

XV. RECORD CONSTRUCTION DOCUMENTS

Before the City accepts the public portion of the Extension for operation and ownership, the Developer agrees to provide the City with certified record construction drawings and related electronic file information.

The Certified Record Construction Drawing comes in a **two-step process** as follows

Step 1: The certified paper (red-line) record drawings for all facilities shall be submitted for review and approval using the Engineer of Record as the point of contact. These drawings must accurately reflect all field design revisions made to the Extension during the construction process. The changes shall be in conformance with the City's record construction drawing requirements, available upon request from the City. The revisions shall be noted on the approved paper plan set.

Step 2: Once the City approves the certified paper (red-line) record drawings, then all required record drawing information shall be clearly shown on the original approved mylars. The electronic record drawing file shall also be provided at this time.

XVI. FINAL STORM WATER SITE PLAN (REPORT)

A certified and final storm (drainage) water site plan (report) and cover letter will also be required. Document the as-constructed changes to the storm improvements, not included in the original approved report. Record construction document requirements are available upon request from the Public Works Department.

It is provided, however, that insofar as the Developer provides Low Impact Development, as defined in the ACC, the Developer shall be entitled to the fee structure and adjustments included therewith.

The City and Tribe further agree that should the Tribe in the future desire to provide comparable municipal solid waste service to Indian property within Auburn's utility service area, the Tribe and the City will engage in good faith discussions on the discontinuance of City solid waste service to persons on Indian property eligible to receive tribal solid waste service.

XVII. PUBLIC UTILITY RIGHTS OF WAY OR EASEMENTS

The plan approval process may require providing utility rights of way or easements(s) for the facility extension. The Developer shall provide a legal description and an exhibit of the affected property, an updated title report, plat certificate (current to within 30 days), or other documentation acceptable to the City demonstrating its authority to convey a utility right of way or easement, and documentation of signatory authority (whether representative, individual, partnership or corporation) All legal descriptions must be signed and stamped by a professional Land Surveyor The City and Tribe will then draft the required legal documents and return them to the Developer for signatures and approval by the Bureau of Indian Affairs. The signed documents shall then be returned to the City where, concurrent with City acceptance of the utility improvements the documents will be sent to the Bureau of Indian Affairs and King County for recording. If during construction, changes are made that affect the right-of-way dedication and/or easement(s), corrections will be made and the documents will be re-recorded.

NOTE.

- King County or Pierce County Recorder's offices require a specific format on submittals. All attachments submitted shall be provided electronically in the following formats; Legal Descriptions in MS Word, and Exhibits in AutoCAD PDF is also acceptable provided the county specific format is followed. All attachments shall be formatted to 8 ½ x 11-inch and 8 ½ x 14-inch paper size and have a minimum margin of 1-inch top, bottom and sides. Use of 8 ½ x 14-inch paper size shall be limited to exhibit attachments.
- Any writing or markings, including the notary stamp, which intrudes into the document's margin area, may be cause for the document to be returned. Original documents used for recording **shall not** be stapled.

XVIII. SERVICE CONNECTIONS

There will be no water meter installation or usage of the public portion of the Extension before the City accepts the Extension for operation and ownership or the Developer has entered into the Warranty Acceptance of Partial Extension (Alternative Process), as described above.

The Developer shall notify the City in writing of any intent to make service connections to the public portion of the Extension or any existing City system. No connections to, nor utilization of, the public portion of the Extension or any existing City system shall be made without the express written consent of the City Note that certain other utility permit fees and system development charges may be required prior to service connection. In addition, the City shall supervise all service connections.

Connections to and utilization of the public portion of the Extension shall not relieve the Developer of the obligation to correct defects in labor or materials as provided in the Maintenance Bond section of this Agreement. All City-authorized connections shall be subject to the control, use, and operation of the City, which shall be subject to all regulations and conditions of service.

XIV. DEVELOPER CONTRIBUTION DOCUMENTATION

As per ACC 13 40 040, a written statement as to the actual cost of the public utility and street extension(s) shall be provided at the time the public utility extension(s) is turned over to the City This is to be turned in on the Developer Contribution Document at the time the Bill of Sale and/or Record Drawings are turned in.

XX. STATE LAW REQUIREMENTS

Nothing herein shall be construed as to limit the City of Auburn's ability to take such actions as it deems necessary to comply with the requirements of Washington state law in implementing this Agreement, provided that, nothing herein shall be deemed as granting or expanding the jurisdiction of the City of Auburn to regulate the use of Indian lands or Indian activity within the Muckleshoot Indian Reservation, or the City of Auburn's authority to tax Indian lands or activities.

XXI. AGREEMENT ALTERATIONS OR AMENDMENTS

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the parties under this Agreement.

XXII. ASSIGNMENT BINDING ON SUCCESSORS AND ASSIGNS

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties, except as provided in Article XXIII.

The tenants and occupants of the residences to be served by the Grantee's utilities shall execute an agreement agreeing to be bound by the terms hereof, including the provisions of Article XXV, Governing Law, and agreeing to comply with the utility payment obligations in accordance with City of Auburn City Codes.

XXIII. NO THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties and the owners and occupants of residences served by City utilities who have executed an agreement to be bound by the terms of this Agreement. No third party other than an owner or occupant of a residence who has executed an agreement to be bound by this Agreement shall be entitled to claim or enforce any rights here under.

XXIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

XXV. GOVERNING LAW

This Agreement and the rights of the parties hereunder , including actions to enforce the terms of this Agreement and actions to collect monies due as utility payments including utility deposits provided in connection herewith, shall be governed by the interpreted in accordance with applicable provisions of the Auburn City Code and the laws of the State of Washington and venue for any action hereunder shall be in the courts of King County State of Washington in which the project is located, provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the final acceptance date of the Extension or, if the City declines to accept the extension, the date of the letter from the City declining to accept the Extension.

The Developer (Muckleshoot Indian Tribe) does hereby expressly waive its right to sovereign immunity and its right to assert sovereign immunity defense in the courts of the State of Washington for the limited purpose of any legal claim or complaint for the interpretation and/or and/or enforcement of this Agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any breach of this Agreement, and/or for the enforcement of any

final judgment by any court of the State of Washington regarding such matters. This limited waiver of immunity is solely for the benefit of the City of Auburn for the purposes stated herein, and the Tribe does not waive its sovereign immunity as to any party other than the City.

XXVI. SEVERABILITY AND SURVIVABILITY

If any provisions of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

In addition to the length of time elements of this agreement remain in force and effect, some provisions hereof shall remain in full force and effect indefinitely, for as long as utility services are provided by the City to the property owned by or under the influence or control of the Developer, including, but not limited to the obligations to pay City Utility Fees and Indemnify the City per Article X.

XXVII. ATTORNEY FEES

In the event of litigation or other legal action to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees.

XXVIII. CAPTIONS, HEADINGS AND TITLES

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

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XXIV. ENTIRE AGREEMENT

This Agreement with Exhibits A through D contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

DATED this 8th day of March, 2012.

CITY OF AUBURN

Peter B. Lewis, Mayor

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Peter B Lewis Mayor ~~Dennis Selle,~~ to me known as the ~~City Engineer~~ representing the City of Auburn's ~~Department of Public Works~~, who acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated March 3, 2013

Shawn Campbell

Shawn Campbell
Notary Public in and for the State of Washington
residing at Auburn WA
My appointment expires April 9, 2016

SHAWN K. CAMPBELL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 4-09-16

SIGNATORY - INDIVIDUALS

DATED this _____ day of _____, 20____

_____

_____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ and _____ is/are the person(s) who appeared before me, and said **individuals(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 _____

SIGNATORY - PARTNER

DATED this _____ day of _____, 20____.

_____

_____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ and _____ is/are the person(s) who appeared before me, and said **partner(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 _____

SIGNATORY - TRIBAL

DATED this 1st day of March, 2013

Virginia Cross
Chairperson

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Virginia Cross 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 Chairperson of the Muckleshoot Indian Tribe, a federally recognized Indian tribe, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated 3/1/2013

Bobbie Jo Norton
Notary Public in and for the State of Washington
residing at Auburn, WA
My appointment expires 7/25/2015

BOBBIE JO NORTON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
07-27-15

SIGNATORY – TAX EXEMPT AGENCY

DATED this _____ day of _____, 20___

_____
Representative

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

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 Representative _____ of _____ _____, a **Tax Exempt Agency**, 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 _____

SIGNATORY - LLC

DATED this _____ day of _____, 20____

_____
Authorized Signature

_____
Authorized Signature

STATE OF _____)
)ss.
COUNTY OF _____)

I certify I have know or have satisfactory evidence that _____
_____
_____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument on oath stated that he/she/they was/were authorized to execute the instrument and acknowledge as the _____ of the _____, a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____

_____

_____
Notary Public in and for the State of Washington
residing at _____
My appointment expires_____

EXHIBIT A

GRANT UTILITY SERVICES EASEMENT FOR RIGHT OF WAY ON TRUST LANDS

REFERENCE #·
GRANTOR. **THE MUCKLESHOOT INDIAN TRIBE**
GRANTEE **CITY OF AUBURN**
SHORT LEGAL. NE ¼ SE ¼ SEC 20, TWN 21N, R5E
ASSESSOR'S PROPERTY TAX PARCEL. 202105-9001
TRUST ALLOTMENT #· 109-2

For and in consideration of the CITY OF AUBURN'S Agreement to provide municipal water sanitary sewer, storm drainage and solid waste services to lots adjacent to this Right of Way, One Dollar ($1 00) and other valuable consideration in hand paid, **THE MUCKLESHOOT INDIAN TRIBE** ("Grantor" herein), hereby apportions, conveys and warrants to **THE CITY OF AUBURN,** a Washington Municipality ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual municipal utilities right-of-way easement over, under, along, across and through the following described real property (the "Property" herein) in King County, Washington.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows.

SEE EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor also conveys to Grantee all of its right, title, and interest in the water service lines, meters, valves, and other portions of the water distribution system located within the Right of Way.

1. **PURPOSE.** In order for the City of Auburn to provide municipal utilities to properties that are held in Federal Trust status, the parties to this agreement hereby set forth the terms and conditions that are required for such services to be provided. Grantee shall have the right to operate, maintain, repair, replace, improve, remove, enlarge one or more water distribution or sanitary sewer utility facilities to include but are not limited to underground pipes,

lines, vaults, manholes, meters and valves within the easement defined in Exhibit D for the purposes of serving the properties described in this agreement.

The Utilities shall be designed and constructed in conformance with the City of Auburn Design and Construction Standards to secure the payment of all City utility fees & charges for existing and new developments on Federal trust lands within the city, the city will establish a security account that will be applicable to all new utility accounts effective with the date of approval of this agreement.

2. SPECIFIC PROVISIONS. The parties agree to the following terms

GRANTOR AGREES

A. The Grantor agrees to construct all Utilities and upon acceptance by the City, grant ownership to the Grantee.

B. The Grantor agrees all Utilities shall be designed and constructed in accordance to City of Auburn Design and Construction Standards.

C The Grantor agrees to obtain all permits and approvals from the Grantee for the extension of the Utilities including water connection permits, sanitary sewer connection permits and the execution and compliance with the Public Facility Extension Agreement.

D. Conservation. Grantor will be responsible for any and all soil and resource conservation and protection measures, including weed control, on the land covered by the Right-of-Way

GRANTEE AGREES:

A No Compensation; Damages. Grantee owes no compensation to Grantor or any third parties for the rights herein granted.

B Indemnification. Grantee agrees to indemnify the Grantor, against any liability, personal injury and property damage to the extent caused by the negligent acts or omissions of Grantee in the re-construction, maintenance, occupancy or use of the Right-of-Way by Grantee, its employees, contractors and their employees, or subcontractors and their employees. Provided, however, that nothing herein shall require Grantee to indemnify, defend, and hold the Grantor, harmless for any such liability attributable to the negligence of the Grantor

C. Restoration. Grantee agrees to restore the easement area as nearly as reasonably possible to their original condition upon the completion of construction or maintenance activities to the extent compatible with the purpose for which the

Right-of-Way was granted, however, Grantee has no obligation for preservation or repair beyond the area directly impacted by said activities

D Revocation/Abandonment/Termination. Grantee agrees that upon termination of the Right-of-Way by mutual consent Grantee shall, be responsible for abandoning the utility services in place.

3. USE. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted and Grantee agrees not to interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the Right-of-Way is granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Right-of-Way. Grantor's use of the Right-of-Way may include, but is not limited to, use for an existing or future Tribal or Bureau of Indian Affairs roadway and for the installation, operation and transmission of utility services by third parties, including Tribal utilities once by mutual consent the parties agree to terminate City utility services.

4. ACCESS. Grantee shall have the right of access to the Right-of-Way over and across the Easement Property to enable Grantee to exercise its rights hereunder, provided that Grantee shall reasonably compensate Grantor for any damage to the property caused by the Grantee in exercise of such right of access. To the extent reasonably practicable, Grantee shall use Grantor's right of way for such access, and shall utilize portions of the Property outside Grantor's right of way only when and to the extent additional access is reasonably necessary or in the event of an emergency

5. CUTTING OF TREES. Grantee shall have the right to cut or trim any and all brush or trees or other vegetation standing or growing upon the Right-of-Way pursuant to section 2(e) above. However, any trees upon property outside of this Right-of-Way which, in falling, could in Grantee's reasonable judgment, be a hazard to Grantee's facilities may not be cut absent permission of the property owner, except in the case of any overhead facilities, if any, Grantee reasonably believes an emergency exists that requires the cutting of such trees.

6. SUCCESSORS AND ASSIGNS. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

7. TERMINATION AND ABANDONMENT. This Right of Way may be terminated or abandoned as follows:

A. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of two (2) successive years, in which event this agreement shall terminate and all rights hereunder, and any improvements remaining in the Right-of-Way shall revert to or otherwise become the property of Grantor

B The Right of Way may be terminated by mutual consent in a written agreement.

8. GRANTOR'S LIMITED WAIVER OF SOVEREIGN IMMUNITY. Grantor voluntarily grants Grantee a waiver of its sovereign immunity and its right to assert a sovereign immunity defense in the Courts of Washington for for the limited purpose of any legal claim or complaint for the interpretation and/or enforcement of this agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any breach of this agreement, and/or for the enforcement of any final judgment entered by any court of the State of Washington regarding such matters. Grantor consents to jurisdiction of the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees concerning the interpretation of this agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any final judgment entered by any court of the State of Washington regarding such matters. The limited waiver of sovereign immunity set out in this paragraph is solely for the benefit of Grantee. This agreement is not intended to and shall not be interpreted or construed to create any rights, benefits or interests in any person or entity other than the parties hereto

DATED this _____ day of _____, 2012.

GRANTOR.
The Muckleshoot Indian Tribe

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of THE MUCKLESHOOT INDIAN TRIBE that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said TRIBE for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument on behalf of THE MUCKLESHOOT INDIAN TRIBE.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)
***NOTARY PUBLIC** in and for the State of Washington,*
residing at _____
My Commission expires _____

Notary seal, text and all notations must be inside 1" margins

APPROVAL.
United States Department of the Interior
Bureau of Indian Affairs

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4, 4a.

BY: _____

TITLE: _____

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT ATTACHED AND ADDED AS THE NEXT PAGE

EXHIBIT C

SURVEYOR'S EASEMENT AND LEGAL DESCRIPTION

EXHIBIT ATTACHED AND ADDED AS THE NEXT PAGE

EXHIBIT D

PUBLIC FACILITIES EXTENSION FEES

The Public Facilities Extension Fees shall be generally calculated as follows:[2]
The extension fee shall be the greater of the sum of the categories (a+b+c+d) as shown below, for a total of $_____ (the amount of the extension fee shall be as calculated per the formulas below) This fee pays for the detailed plan review, field inspections and other City Administrative costs accrued during this project. The fee is based on the preliminary plan information provided by the Developer. The parties agree that the City may require an adjusted fee in addition to the fee calculated in this section based on the final improvement quantities at the time of approval of the construction drawings if the improvement quantities have changed from those indicated above.

The Developer shall pay forty percent (**40%**) of this extension fee $_____ (the amount of the extension fee shall be as calculated per the formulas below) before the City will begin detailed plan review

a) For water, sewer, & storm facilities the extension fee is based on the combined linear footage of all utilities and is determined by:

   The first 0 LF to 1000 LF will be charged at $5.50 per LF plus,

   The next 1001 LF to 2500 LF will be charged at $2.80 per LF plus,

   Any additional over 2500 LF will be charged at $1 65 per LF

b) For street facilities the extension fee is determined by:

   The first 0 LF to 500 LF will be charged at $6 90 per LF plus,

   The next 501 LF to 1000 LF will be charged at $4 10 per LF plus,

   Any additional over 1000 LF will be charged at $1 10 per LF

[2] It is provided, however, that in the event of any inconsistency or discrepancy between the above provisions and provisions of the Coty Code, the City Code shall control.

c) For non-linear extension such as pump stations and traffic signals the extension fee will be determined by the City Engineer based on an estimate of the City's labor cost associated with the plan review, inspection, and administration of the application.

d) For that portion of the water and sewer facility located outside City limits, but within existing County (King or Pierce) right-of-way, an additional fee is determined by:

$444 00 plus $5 00 per LF of the combined water and sewer extension located in existing County (King or Pierce) right-of-way

The remaining sixty percent **(60%)** of the extension fee $_____ (the amount of the extension fee shall be as calculated per the formulas above) and any fee adjustment, shall be paid upon approval of the construction drawings and prior to the start of construction.

EXHIBIT E

PERFORMANCE GUARANTEE

Before construction starts, the Developer will be required to furnish an approved Performance Guarantee based on one hundred twenty-five percent (125%) of the City-estimated installation costs for the public improvements constructed within the existing **City** right-of-way, easements, or when the City Engineer deems it to be in the City's best interest to secure a Performance Guarantee.

Two forms of Performance Guarantees are acceptable· 1) a Performance Bond or 2) an Assignment of Funds. Any request to use other forms of Performance Guarantee will be determined on a case by case basis by the City Engineer

The Developer may designate an Agent such as a contractor or engineer to provide the required Performance Guarantee to the City. In such event, the Developer shall remain responsible for the contractual obligations set forth in this Agreement:

The Performance Bond in a penal sum equal to a minimum of the amount described above shall be conditioned upon the performance by the Developer of all undertakings, covenants, terms, and conditions of the Agreement relating to the Extension. The Developer or Agent shall execute such bond and a corporate bonding company licensed to transact such business in the State of Washington, and who are named on a current list of surety companies acceptable as published by the Insurance Commissioner's office, shall act as surety.

The Developer shall bear the expense of the bond. If at any time a surety on any such bond is declared bankrupt, loses its right to do business in the State of Washington, or is removed from the list of approved surety companies, the Developer shall substitute an acceptable bond or bonds in the form and sum and signed by another surety or sureties as may be satisfactory to the City. The Developer shall pay the premiums on such bonds.

The Assignment of Funds will be in a required amount held in a Financial Institution acceptable by the City and secured under the use of the City of Auburn Standard Assignment of Funds form.

EXHIBIT F
CITY OF AUBURN
25 W MAIN STREET
AUBURN, WA 98001

APPLICATION FOR UTILITY SERVICE & DEPOSIT AGREEMENT

Service Address _____ Phone _____ Own _____ Rent _____

Name of Landlord _____ Mailing Address _____

Applicant One

Name _____ Phone _____ Date of Birth _____

Current Employer _____ Employer Phone _____

Employer Address _ _____

Applicant Two

Name _____ Phone _____ Date of Birth _____

Current Employer _____ Employer Phone _____

Employer Address _____

In case emergency services are required, and we are unable to locate you, please list a friend or relative whom we could contact:

Name _____ Phone _____ Address _____

I/we agree to pay all required utility deposits and to pay service fees for utilities provided to me by the City of Auburn, including water, sanitary sewer, storm drainage, and solid waste services, pursuant to Chapters 13.06, 13.20, 13 48 and 8 08, respectively, of the Auburn City Code (ACC). I/we further agree to comply with the requirements of said chapters of the ACC If I/we fail to pay bills on a timely basis, I/we understand that utility service may be discontinued. Should I/we leave the City of Auburn service area with an outstanding utility balance due, or should my service be disconnected/discontinued for non-payment, my deposit will be applied to said outstanding account, and the balance (if any) forwarded to me/us. In case of disconnection for non-payment, I/we understand that full payment of any outstanding balance up to and including the date of disconnection, and service charge(s) will be required in order to have utilities reconnected at the location or for me/us to get utility service at a new location in the service area. I/we understand that in the event that I/we are renting, our landlord may request information or be notified of the status of my/our account. I/we further agree that in the event that any action is taken to collect payments due for utility services or for enforcement of any other requirement or obligations of the City utility services, or my/our rights thereto, venue for such action shall be in the courts of King County, Washington.

Date _____ Signed _____

Date _____ Signed _____

FOR OFFICE USE

Application taken by _____ *Deposit Amount $*_____ *Date Deposit Received* _____

Customer Moved, Applied on Final Bill _____ *Date* _____ *Check #*_____

Customer Move, Refunded Full Deposit _____ *Date* _____ *Check #*_____

RESOLUTION NO. 3660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE MUCKLESHOOT INDIAN TRIBE FOR THE COST SHARING IN THE REPLACEMENT AND MAINTENANCE OF A NEW WASTEWATER CONVEYANCE FACILITY CONVEYING WASTEWATER FROM MUCKLESHOOT INDIAN TRIBE PARCELS LOCATED OUTSIDE CITY LIMITS TO KING COUNTY CONVEYANCE AND TREATMENT FACILITIES

WHEREAS, both the City and the MIT are agencies qualified to engage in furnishing sanitary sewer service within their approved service areas; and

WHEREAS, the King County Department of Natural Resources, Water Pollution Control Division is engaged in developing and operating a regional sewage disposal system and the City and the MIT are engaged in developing and operating a sewage collection system; and

WHEREAS, the City and MIT intend to replace the Auburn Way South Sanitary Sewer Conveyance System (hereinafter AWSCS); and

WHEREAS, the replaced AWSCS is the subject of this Agreement, and is intended to be consistent with applicable law and comprehensive planning for sewage disposal; and

WHEREAS, the MIT desires to provide sewer service only to customers within the MIT's approved sewer service area; and

WHEREAS, Auburn's existing wastewater conveyance facility surcharges and requires improvements to allow for additional flow capacity and avoiding potential overflow of sewage and the damages associated with said overflows; and

WHEREAS, the MIT desires ownership of a portion of the capacity within a sanitary sewer conveyance facility extending from that portion of the MIT service area, outside of the City's service area, into King County's wastewater conveyance system; and

WHEREAS, this agreement shall supercede the existing Auburn – MIT sanitary sewer Agreement, executed in accordance with City Ordinance No. 4967; and

WHEREAS, to provide wastewater conveyance and ownership responsibilities of the public sanitary sewer facilities that extend from the boundary of the City's service area along Auburn Way South to King County's conveyance facilities at the corner of 17th Street SE and K Street SE, it is necessary that this agreement be entered into between the City and the MIT, establishing the rights and duties of the parties; and

WHEREAS, the Muckleshoot Indian Tribe, and the City of 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 MIT received approval from the Bureau of Indian Affairs, hereinafter referred to as "BIA", for this agreement, pursuant to Title 25, Section 81, of the U.S. Code, or the BIA has determined and so informed the MIT that approval of this Agreement is not required under 25 USC 81.

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 interlocal agreement with the Muckleshoot Indian Tribe, in substantial conformity with the

agreement attached hereto, marked as Exhibit 1and 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 March 2004.

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 (RES 3660)

41/59 PNWT
W9276-12

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. Muckleshoot Indian Tribe

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 1

AUBURN - MUCKLESHOOT INDIAN TRIBE SANITARY SEWAGE AGREEMENT

(Auburn Way South Sanitary Sewer Conveyance System)

For the construction, ownership, and maintenance of the sanitary sewer conveyance facility that provides service to Muckleshoot tribal property located outside of Auburn's municipal limits to King County's wastewater conveyance and treatment facilities.

This Agreement is entered into in King County, Washington, between the City of Auburn, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City" and the Muckleshoot Indian Tribe, a federally recognized Indian Tribe located on the Muckleshoot Indian Reservation, hereinafter referred to as the "MIT"

WHEREAS, both the City and the MIT are agencies qualified to engage in furnishing sanitary sewer service within their approved service areas; and

WHEREAS, the public health, welfare and safety of the residents of the City, the MIT and the residents of their service areas require the elimination of potential sources of water pollution and the preservation of the fresh water resources of the area; and

WHEREAS, the King County Department of Natural Resources, Water Pollution Control Division, hereinafter referred to as "King County", is engaged in developing and operating a regional sewage disposal system and the City and the MIT are engaged in developing and operating a sewage collection system; and

WHEREAS, consistent with the standards prescribed by the State of Washington, Department of Ecology, hereinafter referred to as "DOE", for the collection and disposal of sewage effluent within the State, the City and the MIT are improving a sanitary sewage conveyance system that conveys wastewater from the MIT and the City service areas to King County's facilities; and

WHEREAS, the City and MIT intend to replace the Auburn Way South Sanitary Sewer Conveyance System (hereinafter AWSCS); and

WHEREAS, the replaced AWSCS is the subject of this Agreement, and is intended to be consistent with applicable law and comprehensive planning for sewage disposal; and

WHEREAS, the MIT desires to provide sewer service only to customers within the MIT's approved sewer service area; and

WHEREAS, Auburn's existing wastewater conveyance facility surcharges and requires improvements to allow for additional flow capacity and avoiding potential overflow of sewage and the damages associated with said overflows; and

WHEREAS, the MIT desires ownership of a portion of the capacity within a sanitary sewer conveyance facility extending from that portion of the MIT service area, outside of the City's service area, into King County's wastewater conveyance system; and

WHEREAS, to provide for the conveyance and disposal of sewage conveyed to King County from properties located within City's service area and from that portion of the MIT service area located outside of the City's service area, the two parties are entering into contracts with King County; and

WHEREAS, this agreement shall supercede the existing Auburn – MIT sanitary sewer Agreement, hereinafter referred to as the "1997 Auburn MIT Agreement" executed in accordance with City Ordinance No. 4967; and

WHEREAS, the City and MIT are entering into this Agreement, on a government to government basis, with the intention of cooperatively and equitably designing, and constructing the AWSCS and thereafter assuring that its operation meets the needs of the parties, as more fully set out in this Agreement; and,

WHEREAS, to provide wastewater conveyance and ownership responsibilities of the public sanitary sewer facilities that extend from the boundary of the City's service area along Auburn Way South to King County's conveyance facilities at the corner of 17th Street SE and K Street SE (the King County M Street Trunk Line), it is necessary that this agreement be entered into between the City and the MIT, establishing the rights and duties of the parties; and

WHEREAS, the MIT has determined and so informed the City that approval of this Agreement is not required by the Bureau of Indian Affairs under Title 25, Section 81, of the U.S. Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in order to provide a connection between the City's, the MIT's and King County's wastewater conveyance facilities, IT IS HEREBY AGREED AS FOLLOWS:

I. SEWAGE FLOW CAPACITY

1.1 MIT's comprehensive planning has determined that the portion of MIT service area located outside of Auburn's municipal city limits (south of the south section line to Section 27, Township 21, Range 5) will require a maximum peak capacity of 7.85 CFS within the AWSCS.

1.2 The City's comprehensive planning has determined that the City's maximum peak capacities within the AWSCS are as set out in Exhibit "A". The AWSCS shall be sized to convey the MIT's and the City's combined maximum peak capacities consistent with this Agreement. A table listing the capacity requirements for the AWSCS is provided in Exhibit "A", a copy of which is attached hereto and is incorporated herein by this reference.

2. MIT/CITY RELATIONSHIP FOR WASTEWATER CAPACITY AND NATURE OF PARTICIPATION

2.1 Ownership and Participation: The MIT and the City shall each own a portion of the capacity of the AWSCS as shown in Exhibit "A". MIT affirms that the City shall have the administrative role for the implementation of the AWSCS and the City affirms that MIT may, in its discretion, maintain active participation in the implementation consistent with the terms of this Agreement and the equity provided by the MIT to the AWSCS project.

2.1.1 Nature of capacity ownership: The respective capacity ownership interests of the MIT and City in the AWSCS shall be determined by the maximum capacity contribution that each makes to the AWSCS, as noted in Exhibit "A". The MIT and City have agreed on wastewater conveyance capacity maximums at specific locations along the sections of AWSCS. Those maximum capacity estimates are set out in Exhibit "A". Until changed by mutual agreement of the parties the capacities set out in Exhibit "A" shall govern the capacity ownership under this Agreement. The parties will share equally in the project costs.

2.1.2 Additional Capacity: Should either party desire to increase its respective capacity in the AWSCS beyond the maximum capacities set out in Exhibit A, the party seeking the additional capacity shall be responsible for the costs associated with the facilities necessary to provide the additional capacity. Either party may rent, assign or convey to the other a portion of the capacity that a party has as set out in Exhibit A if a party has no need for the capacity. Any conveyance of capacity may be for an agreed period or may be a permanent transfer. If a party does convey a portion of its capacity to the other party the parties shall agree on fair compensation for the transferred capacity. In the absence of an agreement between the parties, no party may take any

action that would use, or appropriate to itself any of the unused capacity that the other party may have in the AWSCS; nor take any action that would limit, reduce or interfere with the ability or right of the other party to fully use the full capacity that the party owns under this Agreement. The right held by both parties to this Agreement to use its full ownership interests in the AWSCS shall not be subject to modification under Section 10.

2.1.3 Total Capacity: The City's maximum capacity and the MIT's maximum capacity shall be equal to 100% of the AWSCS capacity. Any remaining excess capacity within the AWSCS due to pipe sizing shall be owned by the parties based upon their respective percentage contributions determined from the maximum capacities as set out in Exhibit "A".

2.1.4 City and MIT Representation: The City and MIT will each designate a representative who may be assisted by other employees and/or project advisors, to assure that each may fully participate as provided under this Agreement. The representatives and advisors will work to minimize areas of dispute, and to resolve all implementation issues as they arise and, as far as possible, minimize the need for recourse to dispute resolution provisions of this Agreement.

2.2 Project Costs and Responsibilities: For purposes of this Agreement, the MIT and City have agreed upon a plan as outlined in Exhibit "A", for the upgrade of the AWSCS to meet the needs of both the City and MIT. Only costs directly attributable to the AWSCS shall be considered as Project Costs. Activities, responsibilities, and costs not directly attributable to the AWSCS are not to be considered Project Costs and shall not be included in the allocation of costs under this Agreement.

2.2.1 Allocation of Costs: The parties have agreed to share equally (50%-50%) in the costs required to upgrade the AWSCS. The capacity each party will have in the upgraded system is as noted in Exhibit "A". "Project Costs" subject to allocation include the following: design engineering, construction, permitting, inspection, contract administration services, and other cost items agreed to by the parties. Each party will be responsible for payment of its share of the actual agreed costs. An estimate of the agreed costs for each segment is set out in Exhibit "A". The following costs incurred by the City prior to the execution of this Agreement shall be included in the allocated costs between the parties, subject to the cost allocation formula set out in this section:

Consoer Townsend Envirodyne Engineers, Inc. for Section B design plans and a preliminary design for the entire AWSCS, $276,585.16.

Pentec Environmental, Inc. for a wetland assessment for Section B's proposed alignment, $3,499.75.

2.2.2 Invoicing and Fund Distribution: The City shall provide to the MIT an invoice for the design, construction and project management and inspection work of the AWSCS done pursuant to Section 2.3 of this Agreement. The MIT shall provide for a fund transfer of the MIT's share of the invoice amount to a financial institution of the City's choice within 5 calendar days of the date that the MIT receives the invoice. To the extent that the MIT disputes the amount of the invoice, or whether the contract or the work performed is in conformity with this Agreement and the approved contract documents, that dispute shall be resolved under Section 10 of this Agreement. Interest of 5% shall be added to any invoice that is 30 days past due and found to be properly owed.

2.2.3 Alternative Invoicing and Fund Distribution: At the option of the City, it may elect to receive the MIT share of the design, construction, project management work and inspection of the AWSCS done pursuant to Section 2.3 and this section, but not under Section 2.2.2. The City shall make its election in writing to the MIT at the same time that the design or construction contracts to design or build each segment of the AWSCS is executed by the City. Once the City makes election it may not change its decision during the design or construction of the segment awarded without the consent of the MIT.

(a) Prior to letting of the consultant contract or the request for bids and upon notification by the City that the City has committed funds to meet its payment obligations under this Agreement, the MIT shall deposit their share of the estimated project costs into a bank account that Auburn can draw from to pay for work related to the AWSCS segment being constructed or the consultant contract. The parties agree that costs incurred in design and construction of the AWSCS will be paid equally by the City and MIT as the costs are incurred, except as otherwise set out in this Agreement. Once funds are deposited into this account they will be unavailable for MIT until project completion or if the project is terminated early, upon termination. The account will earn interest for the MIT. Payment from this account does not guarantee MIT approval or waive the MIT's right to protest any expenditure by the City.

(b) MIT approved contract changes may require additional funds be deposited into this account to ensure sufficient funding to support MIT's portion of said change. Account adjustments shall occur within 10 calendar days of MIT approval for said change.

(c) To the extent that the MIT has provided construction funds that remain unexpended at the end of the construction of a segment of

the AWSCS, any remaining funds shall be carried forward and shall be used to fund a portion of the MIT's share of a subsequent section. When the entire AWSCS is completed or upon termination if terminated early with funds remaining in the MIT's account, those funds, with accrued interest, shall be refunded to the MIT. The City shall provide periodic reports, no less frequently than quarterly on the expenditure of funds for the project, as noted in Section 2.2.4 and at the completion or termination of each segment a final accounting of the funds expended will be provided.

(d) To the extent that the parties to this Agreement have a dispute with respect to invoices, the reasonableness of costs associated with a segment or other matters related as a party's duty to fund, that dispute shall be resolved under the procedures set out in Section 10 of this Agreement.

2.2.4 Final Accounting: The City shall provide periodic reports, no less frequently than quarterly on the expenditure of funds for the project, as noted in Sections 2.2.1 and 2.2.2. At the completion or termination of each segment the City will provide a final accounting of the funds expended.

2.3 Design and Construction Contract Development: The City shall be the contracting agent responsible for managing contracts with design and construction professionals consistent with the terms of this agreement and applicable laws. Direction to the consultant and contractor shall be through the City, which is the contracting party.

2.3.1 Reviews: The MIT shall have the opportunity to participate in the review and approval of: (1) the selection of any consultants, contractors, consistent with any bid documents and bid procedures, and the development of their corresponding contracts for work to be paid by allocated funds under this Agreement; and (2) design documents (including any intermediate designs that require approval) bid documents, construction plans, budgets, sequencing changes, schedules, project specifications, and similar documents. MIT review(s) and approval(s) shall take place prior to the time that such document(s) are considered final by the City and prior to the time that such documents are submitted by the City to the contracting party for signature. The parties shall work cooperatively to assure that all relevant comments are considered in the contract development process. MIT shall provide its approval, disapproval, comments, or notice of its intention to waive its rights to approve within 15 calendar days of the date that the documents are submitted for MIT review and approval. Failure to respond in the time set out in this section shall constitute approval of the document. Once MIT approval is granted, no further changes to the contract shall be allowed without further concurrence between both parties.

2.3.2 Correspondence and Meetings: The MIT shall receive pertinent copies of project correspondence and may, at its option, audit the City's project file and participate in any matter relating to the project including work schedules, project meetings, project reports, change orders, claims, pay estimates, billings, project close out, provision for continuation of services, and related matters. The City shall inform the MIT of all progress and design meetings with the consultant/contractor and MIT may, at its option, attend these meetings. The MIT may contest any billing as not being consistent with applicable contract documents or the terms of this Agreement and take any actions necessary to protect its interests if claims are filed. Progress meetings will be established regularly but no less frequently than monthly to confer on the construction project and any other aspect of the AWSCS project. To the extent that the MIT believes that the City is not complying with the terms of any construction contract or the terms of this Agreement and the dispute is not resolved, either party may seek to resolve the dispute under Section 10 of this Agreement.

2.3.3 Scheduling: The proposed construction sequencing for improvements to the AWSCS is as identified in Exhibit A. Approval of this Agreement confirms the parties' agreement with the sequencing and grants the City authority to begin processing bills for funds expended on the design of the AWSCS consistent with the provisions set out in Section 2 of this Agreement.

To the extent the parties are unable to reach agreement or any party believes the other is acting inconsistent with the terms of this section, the dispute shall be resolved under Section 10 of this Agreement.

2.4 Actual Construction: The City shall be responsible for the actual construction of the AWSCS, paying all construction related costs consistent with the construction/bid documents and assuring that construction of each segment is completed pursuant to the contract terms and consistent with the terms of this Agreement and Exhibit "A". The City shall be responsible for preparing record drawings and providing one full and complete copy to the MIT within 90 calendar days of final project acceptance by the City. The City shall follow normal contracting rules, procedures, and standards as commonly accepted by the public works industry, except as might be modified by this Agreement.

2.4.1 Project Monitoring: The City shall be responsible for monitoring construction, and shall assure that all contractors, subcontractors and material men are paid and any liens are discharged as required in the respective contracts, or by operation of law. MIT shall not be liable for any cost, expense or liability associated with the failure to pay any contractor, subcontractor or material man.

The MIT shall have access to the project site at all times that construction operations are underway for the purpose of monitoring the project progress and ensuring compliance with contract documents and the terms of this Agreement. The MIT shall follow appropriate safety requirements for construction zones and shall report any concerns to the City Project Manager or Project Inspector consistent with Section 2.3.

2.4.2 The City shall indemnify MIT against any loss, cost or expense arising out of any action brought against MIT seeking payment for work done on the AWSCS based on a contract that is not approved by MIT.

2.5 Contract Changes: The City may, without MIT prior concurrence, approve changes for consultant and construction contracts up to 5% of original contract costs. The 5% of an approved construction contract may be set out in any one segment as either,

(a) minor changes (individual changes under $5,000 each),
(b) line item quantity changes (changes to a line item quantity on the bid form), or as
(c) a change order (if the individual change exceeds $5,000).

Changes in bid quantities, minor changes, or change orders shall all be brought to the MIT's attention no later than the next scheduled progress meeting between the City and MIT. A description of the change along with an explanation for the change shall be supplied to the MIT for its concurrence. If MIT determines that the change was not proper it may refuse to pay that portion of the cost of the change that would otherwise be allocated to the MIT. If the parties do not agree on this issue then the issue or disagreement shall be resolved under the procedures set out in Section 10.

Contract changes exceeding 5% of the total contract estimate shall require City and MIT approval prior to implementation. All changes that require City council approval shall also require MIT approval without regard to the amount. City and MIT shall provide their approval, disapproval, comments, or notice of its intention to waive its rights to approve within 15 calendar days of the date that the change is submitted in writing to each of the agencies. Failure to respond in the time set out in this section shall constitute approval of the document.

2.6 Final Inspection: Every contract let to construct, modify, or repair the AWSCS shall provide for a final inspection of the work done prior to any final payment under the contract or the release of any funds held back. The City shall take the lead in providing a final inspection. The MIT shall be informed of any final inspection or testing events at the time of scheduling, or 5 calendar days prior to any scheduled inspection, whichever is the shorter. The MIT may provide input and options, on the methods and means to be used to

inspect the completion of each segment; the entire AWSCS; and during the life of this Agreement, any repairs or modifications done to the AWSCS. The MIT, in its discretion, may participate in or monitor the final inspection. If the parties cannot agree on the methods and means of any final inspection the dispute shall be resolved under the procedures set out in Section 10 of this Agreement.

3. OPERATIONS AND MAINTENANCE

3.1 Operation and Maintenance Duty: The City shall be responsible for undertaking all the routine operation and maintenance associated with the AWSCS. Routine operations and maintenance shall consist of inspection and cleaning of the trunk line together with the activities set out in Exhibit "B. The MIT's duty to contribute to operations and maintenance shall commence when the MIT and King County execute the Agreement set out in Section 4.

3.2 MIT Contribution: MIT's maximum obligation to contribute towards the operations and maintenance set out in Section 3.1 shall be $600.00 (six hundred dollars) per year. This fee shall be payable within the month of January of each year. The MIT shall have no other financial obligation to fund operation and maintenance set out in Section 3.1.The MIT shall begin making this contribution upon the establishment of the MIT as a King County Component Agency for the conveyance and treatment of wastewater flows to King County. This fee shall be reviewed after 15 years from the date of this Agreement. If an increase in the annual fee is determined justifiable then the City and the MIT shall negotiate the new fee.

3.2.1 In order to measure MIT wastewater volume and contribution, MIT shall install and maintain a flow meter to be located at the southern terminus of the AWSCS. The meter shall have a totalizer that records the volume of wastewater conveyed to the AWSCS. This meter shall be used in quantifying MIT wastewater flow into King County's system.

3.2.2 If requested by MIT, the City will install, at the City's expense and at a location designated by the MIT, a temporary flow monitor to sufficiently capture the cumulative City and MIT flows in the conveyance piping. The meter will be installed at a frequency not to exceed once every 20 months. The City shall have three months to establish the meter upon receipt of written request by the MIT. All information concerning the flows from said meter shall be provided to the MIT. Any information provided from King County to City concerning the flows from the AWSCS shall be forwarded to MIT for their records within 15 calendar days of receipt.

3.3 Extraordinary Repair: Should the AWSCS require additional repair or maintenance or upgrade over and above the routine maintenance

described in part 3.1, in order to meet the requirements of the MIT and City, and where the need for maintenance is not caused by the negligence of either party, the City and MIT shall meet together to agree on the nature and cost of the repair or upgrade. Upon reaching agreement on the nature and costs of the repair, each party shall contribute to the repair and/or upgrade in the same percentage as each contributed to the construction of the AWSCS. The City may complete repairs without concurrence from MIT where the failure to immediately complete the repairs would create a public health hazard caused by the release of wastewater outside of the sewer system. When the City acts without the concurrence of MIT, the City shall document the reasons for such repair and costs. MIT may contest the need for the emergency repair and or the amount expended. If the parties are unable to reach agreement on the nature of Extraordinary Repairs, the costs associated with such repairs, or any dispute than resolution will be sought under Section 10 of this Agreement.

3.4 Coordination of Operation and Maintenance: The parties shall each name one representative to coordinate operation and maintenance matters and to serve as a medium of communication on such matters. The representatives shall meet at least monthly to examine and agree on maintenance schedules, cost items and similar matters relating to the operation and maintenance of the AWSCS. Neither representative shall have the power to bind or commit a party to costs that exceed the operation and maintenance fund established in the Agreement. Disputes shall be resolved under the procedures set out in Section 10.

3.5 Effective Date: The duty of the MIT to contribute to Extraordinary Repairs under Section 3.3 shall apply only to those segments of the AWSCS that are replaced under this Agreement and only when the replacement is complete. The MIT shall not be responsible for the cost of ordinary repairs and maintenance under Section 3.1 on Segments of the AWSCS that have not been replaced under this Agreement where the cost of ordinary maintenance and repair is related to the age of the AWSCS extant as of the date of this Agreement.

4. SEPARATE AGREEMENT BETWEEN KING COUNTY AND TRIBE.

4.1 The MIT shall execute a separate interlocal agreement with King County for King County's conveyance and treatment of the MIT's wastewater.

4.2 The MIT shall be governed by the existing conditions of the 1997 Auburn MIT Agreement for wastewater conveyance established with the City as noted in Exhibit "C", a copy of which is attached hereto and is incorporated herein by this reference, until an agreement is established between the MIT and King County for the conveyance and treatment of

wastewater. Upon the establishment of said agreement with King County the MIT shall begin paying Operation and Maintenance fees as set out in Section 3.2 of this Agreement.

4.3 Upon the establishment of said agreement with King County the City shall provide the MIT with a final monthly sewer bill based upon all the facilities that have connected to the sanitary sewer pipe that drains into Auburn. The MIT shall supply documentation detailing all of the MIT connections to the wastewater conveyance facility.

4.4 Upon the execution of this Agreement, Section 5.1 of the 1997 Agreement shall not apply, and the MIT may continue to move wastewater through the existing and when completed new AWSCS without regard to the number of MIT hook-ups or the source of the wastewater so long as the wastewater meets the standards set out in the 1997 agreement and capacity within the AWSCS is not exceeded. Prior to the completion of the AWSCS, if capacity within the existing AWSCS is exceeded then the MIT shall be required to delay their peak flows until off-peak hours or until the problem lines are repaired. For the purpose of this Section 4.4 off-peak hours shall be defined as weekends and anytime except 6:30 AM to 6:30 PM.

4.5 The parties agree that upon establishment of the MIT as a King County wastewater agency, the MIT will no longer be subject to any City fees including but not limited to monthly service fees and new connection system development charges, unless otherwise noted in this Agreement. All fees associated with conveyance, treatment, and disposal of wastewater shall be billed from King County directly to the MIT except the maintenance and operational costs outlined in Section 3.2 above.

4.5.1 The King County capacity charge shall continue to be billed directly to the MIT from King County for new connections to the sanitary sewer system.

5. WASTEWATER COLLECTION LIMITATIONS

5.1 The MIT agrees to limit its local sanitary sewer service area for sewer connections to Indian lands located on or near the MIT Reservation located outside of the City's service area as defined as of the effective date of this Agreement. This region is consistent with the area used to define the peak flows noted in Exhibit "A".

5.2 The capacity required by the City for the AWSCS shall provide service to those properties within the City's approved service area based upon existing zoning, future growth projections, and topographical features.

5.2.1 Nothing in this Agreement is intended to apply City zoning to MIT owned lands within the City.

5.3 The MIT and City may agree in the future to add MIT land located within the City's service area to the MIT's service area. If the MIT and the City so agree, the respective Operation and Maintenance obligation of the parties set out in Section 3 shall be adjusted.

6. WASTEWATER OPERATIONAL LIMITATION

6.1 The MIT and City agree to maintain soluble hydrogen sulfide levels in the City's and MIT's wastewater below 0.5 ppm over a six-hour average. Each will provide chemical addition to its wastewater infrastructure if sulfide is determined to be creating a corrosive environment. In addition, the parties shall require pretreatment of industrial wastes to King County standards and shall require grease traps to be installed and maintained by all restaurants.

6.2 The MIT and City shall enforce all sewage collection and transmission system wastewater quality standards required by King County Department of Natural Resources and Parks, Wastewater Treatment Division and/or the EPA, as applicable, for all wastewater discharged into the AWSCS. To the extent that the City imposes additional limits on sewage that may be accepted into the City's sanitary sewer system, those additional limitations shall apply to the MIT so long as they (a) address the quality of effluent accepted into the system; and (b) apply to all customers served by the City either directly or by contract. Provided, that prior to the imposition of any limit, the City shall confer with the MIT and provide assurances to the MIT that any change will not affect or otherwise limit existing MIT services. Provided further, the City may not impose any additional limit that would affect the right of the MIT to fully utilize its capacity ownership rights in the AWSCS, or that would be inconsistent with the express provisions and limits set out in this Agreement. The MIT shall deliver to the AWSCS only such sewage collected or received by the MIT as is in conformity with the rules and standards set out in this section. The MIT shall not accept sewage or wastes from any person, firm, corporation, or other entity that is located outside of its service area boundaries, without written consent of the City. Should the MIT or the City at any time suspect that the wastewater is not meeting these standards, the party suspected of being in violation shall make every effort to locate and eliminate the source of contamination.

6.3 Damage to the AWSCS resulting from wastewater from either the MIT or City collection systems that does not meet the standards of Section 6.1 and 6.2, shall be addressed as follows: Where the MIT is the offending party, it will reimburse the City for any and all such damages; where the City is the offending party it shall be responsible for repairing any damage at its sole

cost and expense. In addition, either party that believes that the other party is delivering wastewater to the AWSCS that does not meet the standards set out in this section may seek injunctive relief under Section 10.3 against the offending party to enjoin the violation without first complying with the requirements of Sections 10.1 and 10.2.

6.4 MIT specifically agrees that should the City believe that the MIT is delivering wastewater that does not meet the standards set out in this Agreement and the City does not take action permitted under Section 6.3, the failure to take such action shall not be deemed a waiver of any of the City's rights under this Agreement and the MIT will not assert the doctrine of wavier, estoppel, or laches against the City in any subsequent action relating to the delivery of wastewater that does not meet the standards under this Agreement.

7. RESPONSIBILITY FOR DAMAGES

7.1 The City and the MIT shall each be responsible for any damage that is caused to the AWSCS (not including routine maintenance and repair) by their respective negligent acts or the acts of their customers. In such case the cost of repair shall be born by the negligent party.

7.2 The City shall perform repairs to the AWSCS as noted in Section 3.3. Where the repair was necessitated by the negligent actions of the MIT as described in Section 7.1 above, the reasonable cost for such repairs will be billed to the MIT, and shall bear interest, at the then existing ninety (90) day Treasury Bill rate, after thirty days from the date of billing. Where the repairs to the AWSCS are caused by the City, the City shall complete the repairs, at its sole expense, in a reasonable time so as not to interfere with the continued operation of the AWSCS. Where the damage is caused by both the MIT and City, each shall be equally (50%-50%) responsible for its share of the damage repair costs. Questions as to whether particular damage is the result of the negligence of either or both parties and the needed repairs to fix the damage shall be resolved under Section 10.

8. CAPACITY RIGHTS

Payment of invoices associated with the design, construction, inspection and project management of AWSCS's sewer improvements entitles the MIT to ownership of capacity within the AWSCS as outlined within Exhibit "A".

9. TERMINATION OF AGREEMENT

It is the intention of the parties that this Agreement shall not terminate during its term. If a party believes that the other party is in violation of this Agreement, that party may seek redress under Section 10. Provided, that the

parties thereto may agree in writing to terminate this Agreement on whatever terms and conditions they determine to be acceptable. Provided further, that neither party may force the other party to terminate this Agreement, nor shall the failure to agree to terminate this Agreement be subject to the procedure setout in Section 10.

10. DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

10.1 **Dispute Resolution - Mediation.** In the event the MIT and the City are engaged in a dispute, which relates to or arises under this Agreement, and they are unable to resolve said dispute within 30 calendar days, either party may request mediation.

10.1.1 The party requesting Mediation shall notify the other party in writing of its request to mediate a dispute identified in Section 10.1. If the parties agree to enter into mediation within 20 calendar days from such request the matter shall be deemed stayed and the arbitration clause contained herein shall not be put into effect. Mediation shall continue for no more than 90 calendar days at which point the mediation shall be deemed failed unless the parties have reached an agreement and have had such agreement approved by the governing bodies of each respective party and, if applicable, the Bureau of Indian Affairs. The parties may agree to continue mediation for a longer period. If such agreement is not approved by the governing bodies of each respective party or is not enforceable in the United States District Court for the Western District of Washington, the mediation shall be deemed failed and the unresolved issue shall be submitted to binding arbitration as set forth herein.

10.2 **Failure to mediate:** In the event that the parties do not reach an agreement to mediate within 20 calendar days of receipt of the notice requesting mediation by the non-requesting party, the matter shall be submitted to binding arbitration as set forth herein.

10.3 **Arbitration:** Any controversy or claim that relates to or arises under this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules. Judgment on the decision rendered by the arbitrator may be entered into the United States District Court for the Western District of Washington. The arbitrator shall not have authority to enter an order terminating this Agreement.

10.4 **Attorney fees and costs:** Each party shall bear its own costs of mediation and arbitration.

10.5 **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction of Federal Court.** The MIT hereby waives its sovereign immunity and consents to the jurisdiction of the United States District Court for the Western District of Washington concerning disputes regarding the interpretation of this Agreement and the enforcement of any rights, obligations or liabilities, in law or in equity, pertaining to hold harmless provisions of this Agreement. Such waiver of Sovereign Immunity and Consent to jurisdiction shall apply to no other court. This Limited Waiver of Sovereign Immunity and Consent to Jurisdiction has been specifically negotiated by the parties and the decision of the City to enter into this Agreement was made in part based on this limited waiver of sovereign immunity.

10.6 **Disclaimer of MIT Tribal Court Jurisdiction.** The MIT agrees that the MIT Tribal Court has no jurisdiction over the force, effect, and interpretation of this Agreement, nor the resolution of disputes that pertain to its implementation. The MIT further agrees that it has no authority to submit the City to the jurisdiction of the MIT Tribal Court with regard to any sewer-related matters or disputes that may arise between the parties under this Agreement.

11. PERFORMANCE, AMENDMENT, AND INTERPRETATION

Each party agrees that it will execute any and all instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

This Agreement may be modified only if such modifications are written and approved by written resolutions adopted jointly by the Auburn City Council, the MIT Tribal Council, and the BIA, if required.

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

This document has been mutually negotiated between the parties. No adverse inference or ambiguity shall be construed against the party preparing this document for signature. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different portion of this Agreement.

12. TERM OF AGREEMENT

The initial Term of this Agreement shall continue until the AWSCS constructed under this Agreement is replaced in its entirety or 50 years whichever is the longer. If the parties jointly agree to replace the AWSCS the

parties shall negotiate the terms and conditions of a new agreement that provides for both MIT and City ownership and use of capacity in the new sewer line. If the parties can not reach an agreement on the terms of a new agreement with respect to the new AWSCS, then the MIT may continue to have the right to use the AWSCS in the same manner and under the same conditions as set out in this Agreement until the existing AWSCS is fully replaced or until the 50 year term referred to above ends, whichever is longer.

13. INDEMNIFICATION

The MIT agrees to indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tribe's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tribe; and provided further, that nothing herein shall require the Tribe to hold harmless or defend the City, its agents, employees, and/or officers, from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering this Agreement except as expressly provided herein.

The City agrees to indemnify and hold the MIT and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages or costs, of whatsoever kind or nature, brought against the MIT arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the MIT, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend the MIT, its agents, employees, and/or officers, from any claims arising from the sole negligence of the MIT, its agents, employees, and/or officers. No liability shall attach to the MIT by reason of entering this Agreement except as expressly provided herein.

Each party shall maintain in full force and effect throughout the term of this Agreement a policy of comprehensive general liability insurance, or demonstrate that the party is self-insured, with minimum coverage of one

million dollars per occurrence / two million dollars aggregate for personal injury, including death, and property damage. The parties may agree to increase the coverage limits set out in this section or if no agreement on different limits can be reached, any party can submit the issue for resolution under Section 10. If insurance is provided the insured party shall include the other party as an additional named insured. If a party relies on self-insurance, the other party shall be named as a third party beneficiary with enforcement rights to seek indemnification.

The City and MIT agree to hold each other harmless from third-party claims arising from the use of wastewater conveyance facilities within the respective jurisdictions and service areas.

14. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

15. ATTORNEY'S FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, 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.

16. NOTICES

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

Muckleshoot Indian Tribe
Assistant Tribal Operations Manager
Community Development
39015 172nd Ave. S.E.
Auburn, WA 98092
253-876-3104

or to such other representative addresses as either party may hereafter from time to time designate in writing. All notices and payments mailed by first class mail, postage prepaid 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.

17. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with statutes, executive orders and such rules as are promulgated there under that are applicable to a party to assure that no person shall on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

18. 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.

19. OBLIGATION INTACT.

Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the MIT or the City regarding provision of sewer service, except as specifically set forth herein.

20. OBLIGATION TO COMPLETE PROJECT.

The Parties expect that the AWSCS shall be constructed in substantially the same form as described in Exhibit A. The parties expect that, absent an unforeseen intervening event that is outside the control of the parties, that could not be avoided by the use of due care, that all segments of the AWSCS will be completed within six years of the effective date of this Agreement, unless otherwise agreed upon by the parties. Should either party fail to take any action required under this Agreement such that the AWSCS is delayed or its construction stopped, the other party may seek injunctive relief under Section 10 to compel the other party to undertake any required action under this Agreement to complete the AWCSC. Provided, that if the City is the non-complying party, the MIT may continue to transport effluent through the existing Auburn Way South sewer line to accommodate at least a peak flow of 1.34cfs without any limitation on the source of such effluent so long as it comes from the MIT service area and meets effluent standards set out in this Agreement until the AWSCS is completed. Provided further, unless a court holds otherwise, should the City be held to be legally incapable of completing the AWSCS the MIT may transport effluent through the existing Auburn Way South

sewer line to accommodate at least a peak flow of 1.34cfs without any limitation on the source of such effluent so long as it comes from the MIT service area and meets effluent standards set out in this Agreement. Provided further, to the extent that the MIT has paid any money to the City as required under this Agreement and the City has become legally incapable of completing the AWSCS, the City shall return to the MIT any funds paid by the MIT, including accrued interest, without regard to whether the funds have been expended by the City, unless some other agreement between the MIT and the City can be established.

IN WITNESS TO THE TERMS OF THIS AGREEMENT, the parties hereto have subscribed their names:

MUCKLESHOOT INDIAN TRIBE

3-19-04

John Daniels Jr. Date
Chairperson, Muckleshoot Tribal Council

CITY OF AUBURN

3/26/04

Peter B. Lewis, Date
Mayor, City of Auburn

ATTEST:

Danielle Daskam,
City Clerk, City of Auburn

APPROVED AS TO FORM:

Daniel B. Heid
City Attorney, City of Auburn

Exhibit A
Auburn - Muckleshoot Indian Tribe Sanitary Sewage Agreement
Auburn Way South Conveyance System (AWSCS)

Section	Begin SSMH	End SSMH	Length of Pipe (ft)	Peak Flows (cfs)			Pipe Size (in)	Flow Allocation (%)		Estimated Construction Cost ($)
				MIT	Auburn	Total Accum.		MIT	Auburn	
	1216-20	1216-18	680	7.85	1.10	8.95	21			
A	1216-18	1216-13	1,090	7.85	1.10	8.95	21	86.6%	13.4%	$ 693,700
	1216-13	1216-63	410	7.85	1.75	9.60	21			
	1216-63	1115-13	1,330	7.85	2.24	10.09	24			
	1115-13	1115-11	640	7.85	2.85	10.70	24			
B	1115-11	1115-28	2,080	7.85	3.98	11.83	24	69.2%	30.8%	$ 2,481,800
	1115-28	1114-07	1,780	7.85	3.98	11.83	24			
	1114-07	1114-04	1,000	7.85	3.98	11.83	24			
	1114-04	1013-15	2,490	7.85	6.63	14.48	24			
C	1013-15	1012-36A	1,310	7.85	7.02	14.87	24	53.6%	46.4%	$ 1,500,800
	1012-36A	1012-35	330	7.85	7.02	14.87	24			
	1012-35	1012-33	350	7.85	7.43	15.28	24			
D	1012-33	1012-17	630	7.85	10.67	18.52	24	43.3%	56.7%	$ 1,217,000
	1012-17	1011-07	2,370	7.85	10.67	18.52	24			
	1011-07	1010-44	2,610	7.85	11.4	19.25	24			
E	1010-44	1010-31	1,400	7.85	13.69	21.54	27	38.3%	61.7%	$ 2,612,000
	1010-31	910-29	2,010	7.85	13.69	21.54	36			
Total			22,510	7.85	13.69	21.54				$ 8,505,300

Priority Schedule:

Priority 1	MH 1216-13 to MH 1114-04
Priority 2	MH 1114-04 to MH 1010-44
Priority 3	MH 1010-44 to MH 910-29
Priority 4	MH 1216-20 to MH 1216-13

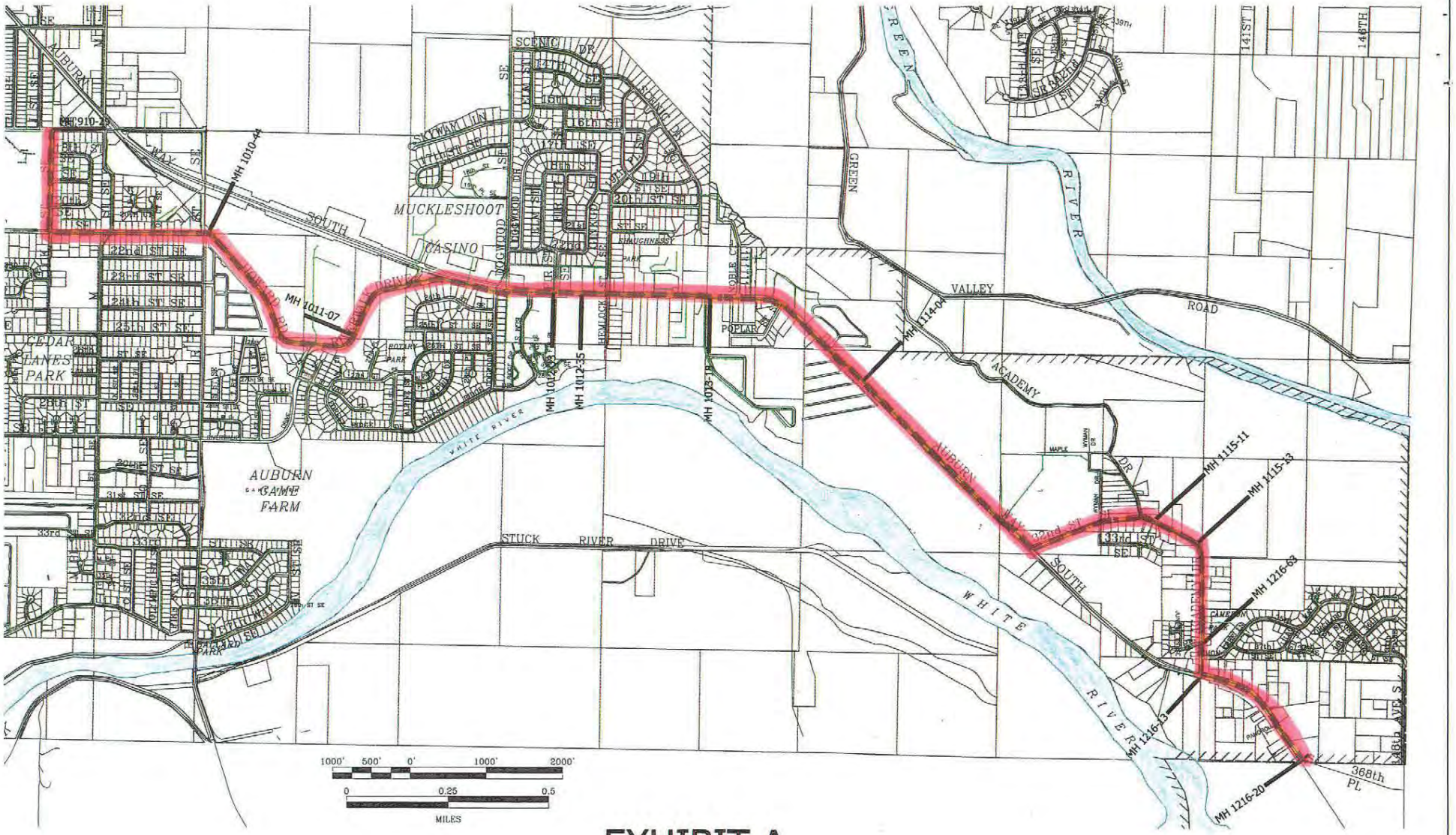

EXHIBIT A

AUBURN MUCKLESHOOT INDIAN TRIBE SANITARY SEWAGE AGREEMENT

AUBURN WAY SOUTH CONVEYANCE SYSTEM

Existing Sanitary Sewer

Proposed Replacement

Auburn City Limits

Plotted: December 2003

Exhibit B
Auburn-Muckleshoot Indian Tribe Sanitary Sewage Agreement

Auburn Way South Conveyance System (AWSCS) Operation and Maintenance Activities

Line Locates
Locate sewer lines for construction activities that take place near existing sewer pipes.

High Velocity Jetting
Use high-pressure water discharged from a nozzle to scrub the internal surfaces of the AWSCS.

Vacuum Cleaning
Vacuum clean the AWSCS to collect solids, fats, oils and possibly grease that may have accumulated. This will typically be done in conjunction with high pressure cleaning.

Rat Baiting
Place rat poison in manholes to eliminate existing or potential problems.

Visual Inspection of AWSCS
Pull manhole lids to visually observe the flow and assess whether capacity problems are being experienced. This will be done most frequently during storm events.

Smoke Testing
Smoke test AWSCS to determine if any cracks or broken pipe exist.

TV Inspection
Inspect AWSCS for breaks, bellies or other pipeline problems.

Manhole Maintenance
Re-grout AWSCS manhole collars that may have shifted and cracked allowing ground water to enter the manhole. Add a riser ring if needed due to manhole settlement.

Repairs and Replacement
Repairs and replacement to the AWSCS shall be made consistent with the terms of the Agreement.

Exhibit C

SANITARY SEWAGE CONNECTION AGREEMENT

between the

CITY OF AUBURN

and the

MUCKLESHOOT INDIAN TRIBE

of the

MUCKLESHOOT INDIAN RESERVATION
KING COUNTY, WASHINGTON, USA

This Agreement is entered into on this ___ day of _____, 1997, in King County, Washington, between the City of Auburn, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and the Muckleshoot Indian Tribe, a federally recognized Indian Tribe located on the Muckleshoot Indian Reservation, hereinafter referred to as the "MIT" and "MIT Reservation" respectively.

WHEREAS, in order to meet the standards prescribed by the State of Washington, Department of Ecology, for the collection and disposal of sewage effluent within the State, the City constructed a sanitary sewage collection system including transmission facilities to the King County Department of Natural Resources, Water Pollution Control Division, hereinafter referred to as "Metro", wastewater treatment plant; and

WHEREAS, the MIT has identified the need for community sewage collection and disposal facilities to resolve current sanitation needs of the MIT Reservation not currently served by a sanitary sewage collection system; and

WHEREAS, the Indian Health Service, hereinafter referred to as "IHS," the Environmental Protection Agency, hereinafter referred to as "EPA," the MIT and the City concur in the need for a sewage collection, treatment and disposal system to protect the health of MIT members and to safeguard the environment in and around the MIT Reservation; and

WHEREAS, the IHS, the EPA, the MIT and the City have entered into a separate Memorandum of Agreement to provide for the construction of a sewage collection and transmission system on the MIT Reservation and for connection of this sewage system to the City's sewage system utilizing funding from the Indian Set-Aside Program of the Clean Water Act - 1987 amendments, through the EPA and funding from the IHS through Sanitation Facilities Construction Program, Public Law 86-121, under Project PO-94-690; and

WHEREAS, this Agreement is required by EPA and IHS for the MIT to obtain the funding to resolve its current residential sanitation needs; and

WHEREAS, the consideration the City will receive from this Agreement is enhancement of public health by connecting current septic systems to a new sewer system; and

WHEREAS, furtherance of public health and safety of area inhabitants requires that all sewage collected by the MIT and discharged into the City's system of sanitary sewers be both non-harmful and non-toxic to both the City's system of sanitary sewers and area residents, as well as in conformity with reasonable rules and regulations; and

WHEREAS, the Auburn City Council has by Resolution No. 2800 and 2671, a copy of which ~~is~~ attached hereto and is incorporated herein by this reference, expressly reviewed and reaffirms the policy set forth in Resolution No. 2671 authorizing the execution of the September 6, 1995, Memorandum of Agreement Among the IHS, the EPA, the City, and the MIT of the MIT Reservation, also identified as Public Law 86-121, Project PO-94-690 ("Four Party Agreement" herein), and thereby authorized its Mayor to execute this Agreement which authorizes sanitary sewage connections for residential, single family housing units and specific existing non-residential facilities;

WHEREAS, all parties agree that this Agreement is solely for the purpose of protecting public health and contemplates only the connection of the 40 existing homes in the Skopabsh Village, up to 230 units of residential housing, and those other facilities set forth in the City's Resolution No. 2671, page two, which are defined as "Tribal administration, Tribal school, library, senior center, Tribal store, churches";

WHEREAS, the MIT Tribal Council has by Resolution No. 97-188, a copy of which is attached hereto and is incorporated herein by this reference, expressly reviewed and approved this Agreement and secured Bureau of Indian Affairs, hereinafter referred to as "BIA", approval pursuant to Title 25, Section 81, of the U.S. Code; and

WHEREAS, the dispute resolution provisions of this Agreement shall apply to all issues arising between the parties which relate to sewer and sewer related services; and

NOW, THEREFORE, in order to provide for connection and continued use of the MIT's sewage collection and transmission system to the City's sewage system, the parties mutually agree:

I. CONNECTION AUTHORIZED

1.1 MIT is authorized to connect to City sewer line to service only 40 existing homes in Skopabsh Village, MIT residential units in existence at the time of City Resolution No. 2671 passage (estimated to be approximately 130 units), up to a maximum of 100 additional units of single family housing, and MIT governmental or community facilities such as administration, school, library, senior center, store, and churches.

II. CITY'S SYSTEM DEVELOPMENT CHARGE

2.1 **Determination of System Development Charge.** That the MIT agrees to provide the City with a listing of all connections to the MIT's sewage system and agrees to pay the City a one-time System Development Charge, hereinafter referred to as SDC, for each connection to the MIT's sewage system. This listing will be updated by the MIT as needed on a monthly basis as an attachment to the monthly utility fee paid to the City. The SDC for each connection shall be as calculated utilizing Metro forms 1057, 1058, and 0461, latest revisions, copies of which are attached hereto, for Residential Customer Equivalents, hereinafter referred to as "RCE's". The MIT has already pre-paid the SDC's for 230 RCE units with IHS funds in April, 1996. The current charge for a single family residential and every other RCE connection is $840.

2.2 This SDC rate is subject to change as described in Article XIV. of this Agreement.

2.3 The City agrees to waive the SDC for the 40 existing MIT homes in the Skopabsh Village housing area due to these homes being connected to the City sewage system since 1977.

III. CITY'S USER FEE

3.1 Because the MIT has responsibility for ownership, operation and maintenance of the MIT's sewage collection and transmission system, the parties agree that the MIT will provide the City with a monthly user fee equivalent to fifty percent (50%) of the user fee charged to City customers.

3.2 The MIT will provide the City with 50% of the City monthly user fee as charged to the City customers. For other than single family residential connection, this will include an additional volume amount per month. The volume amount shall be calculated as follows:

V = monthly volume from water service meter, in cubic feet
R = current applicable rate, in dollars

$$\text{Volume amount billing} = \frac{[V - 750] * R * (0.5)}{(100) * (7.5)}$$

3.3 Each connection other than single family residential shall have a water service meter installed prior to sanitary sewer connection. Each single family residential connection shall have a water service meter installed prior to 1 September 1997, or prior to sanitary sewer connection thereafter.

3.4 This rate and the applicable percentage to ownership, operation, and maintenance is subject to change as described in Article XIV. of this Agreement.

IV. METRO'S USER FEE

4.1 The MIT will provide the City with the Metro monthly user fee as charged to the City customers. For other than single family residential connection, this will include an additional volume amount per month. The volume amount shall be calculated as follows:

V = monthly volume from water service meter, in cubic feet
R = current applicable rate, in dollars

$$\text{Volume amount billing} = \frac{[V - 750] * (R)}{(100) * (7.5)}$$

4.2 Each connection other than single family residential shall have a water service meter installed prior to sanitary sewer connection.

4.3 This rate is subject to change as described in Article XIV. of this Agreement.

V. QUALITY OF SEWAGE

5.1 The MIT agrees to connect only the 40 homes in the Skopabsh Village, up to 230 units of residential housing, and those other facilities set forth in the City's Resolution No. 2671, page two, which are defined as "Tribal administration, Tribal school, library, senior center, Tribal store, churches ..." that discharge domestic type sewage into the City's sewage system. The MIT will not permit industrial waste producing developments to connect to their community sewage system. For

purposes of this Agreement domestic type sewage shall be defined as that type of sewage which is contributed by a residential user.

5.2 The MIT agrees to enforce all sewage collection and transmission system effluent quality standards as required by the City, Metro and/or the EPA for all effluent discharged into the City's sewage system. The MIT shall deliver to the City sanitary sewer system only such sewage collected or received by the MIT as is in conformity with and subject to such reasonable rules and regulations as currently exist or as may be adopted from time to time by the City, Metro, or the EPA. The MIT shall not accept sewage or wastes from any person, firm, corporation, or other entity which is located within or without it boundaries, or is otherwise delivering its sewage into the MIT's sanitary sewer system, without written consent of the City. Should the MIT or the City at any time suspect that the effluent from the MIT collection system is not meeting these standards, the MIT shall make every effort to locate and eliminate the source of contamination.

5.3 Should damages to the City system result from effluent from the MIT's collection system that does not meet the standards of Section 5.2, the MIT will reimburse the City for any such damages.

5.4 The MIT's transmission of effluent to the City which does not meet the effluent quality standards as required by the City, Metro, and/or the EPA shall constitute a material breach of this Agreement by the MIT entitling the City to immediately terminate this Agreement for cause. Without terminating this Agreement, the City may in its sole discretion and upon provision of notice to the MIT refuse to accept any effluent it believes is not meeting the effluent quality standards as required by the City, Metro, and/or the EPA and continue to accept effluent which does meet applicable standards. In such event, the MIT specifically agrees that the City shall not be deemed to have waived any of its rights under this Agreement and the MIT will not assert doctrines of waiver, estoppel, and laches against the City in any subsequent action pertaining to this Agreement and the rejection and acceptance of conforming and non-conforming effluents.

VI. ~~SEWER COMMISS~~SYSTEMS COORDINATION

6.1 In the interest of continuing to promote better communication and cooperation between the MIT and the City, both parties agree to send a representative to participate in all regular and special meetings of the MIT's Utility District and the City's Public Works Committee. Both parties shall notify the other party in writing of all such meetings.

6.2 The MIT and the City agree to provide technical and operational assistance to the other party upon request and as resources of manpower or equipment or plant may be available on a cost reimbursable basis. If one party assists the other, the party assisted agrees to honor payment of billings for labor and equipment rental. Both parties will make available established hourly rates for purposes of encouraging this program.

VII. SEWAGE FLOW MEASUREMENT

7.1 The quantity of sewage entering the City's collection system shall be measured by a flow meter located in the City's regulation station. The proper calibration of this flow meter will be the responsibility of the City. The MIT shall keep monthly records of the sewage pumps running time hour meters and of the average pumping rate for each pump for comparison and confirmation of the flow meter calibration on an annual cycle. In the event that the flow meter appears to have malfunctioned, the hour meter readings and the corresponding flow rates shall be used to determine the amount of sewage that has been pumped to the City's sewage system until the flow meter repairs are completed. The MIT will report the total sewage flow as measured utilizing the pump running time hour meters estimated method to the City monthly, as an attachment to the monthly user fee payment.

VIII. TRIBAL OR CITY OWNERSHIP AND MAINTENANCE

8.1 The MIT shall own, operate and maintain all gravity collection lines, sewage lift stations and force main piping located upstream of the City's regulation station and generally within the southeastern portion of the MIT Reservation in Sections 1, 2 and 12 of Township 20 North, Range 5 East, W.M., but, also including the gravity and force main piping located outside of the MIT Reservation boundaries in Section 35 of Township 21 North, Range 5 East, W.M., upstream from the City's regulation station.

8.2 The gravity and force main line located downstream from the City's regulation station to the connection manhole at the corner of Auburn-Enumclaw Highway and 368th Street shall be conveyed to and be owned, operated and maintained by the City provided however that MIT residential connections will be permitted, but no non-MIT connections will be authorized without MIT written approval.

8.3 The MIT operations staff shall operate their facilities in conformance with the Plan of Operation developed with the assistance of the IHS during the design and construction of the facilities.

8.4 In order to maintain compatibility of design/construction operating systems, the MIT agrees to construct and maintain all property referred to herein in accordance with standards and specifications provided by the City.

IX. INTERRUPTION OF SERVICE

9.1 It is understood that the City will periodically need to restrict or shut off sewage flow into their collection system in order to perform repair or maintenance on downstream facilities. For scheduled maintenance or repair activities the City shall notify the MIT, in writing, at least five working days in advance. Such notice shall indicate the work that is to be performed, the anticipated duration of this work, what restrictions or changes to the Plan of Operation will be necessary and a contact person for coordinating all activities with the MIT's operations staff.

9.2 It is also understood that emergency situations may arise that could threaten public health and/or the continued operation of the City's sewage collection system and the City may be unable to notify the MIT in the manner prescribed above (in Section 9.1). In such a situation the City shall use best efforts to contact the MIT's Utility staff (operator or Council officers) and request assistance in regulating the discharge of effluent from the MIT's sewage system.

9.3 The MIT, by reason of this Agreement, shall grant the City an access easement to pump station #2 sufficient to permit the City to regulate the sewage flow and to permit emergency repair work on the City's sewage system. A copy of the Easement form is attached hereto as Exhibit A and is incorporated herein by reference as though fully set forth.

9.4 The MIT agrees to assume liability, if any, for sewage back-ups, if any, within the MIT's sewage system that are caused by capacity shortfalls and flow control spill incidents within the MIT's sewage system, and will hold the City harmless from any such claims, all as more particularly described in Article X. of this Agreement.

9.5 The MIT shall procure and maintain in full force and effect throughout the term of this Agreement a policy of comprehensive general liability insurance with minimum coverage of one million dollars per occurrence/two million dollars aggregate for personal injury including death, and property damage. As a condition of providing service, the City reserves the right, in its sole discretion, to demand increased minimum coverage limits at five (5) year intervals from the date of signing hereof. In the event the MIT does not provide proof of insurance issued by a company approved by the City, with increased limits, within thirty (30) days of such request the City shall be authorized to procure such a policy on its own behalf and deduct such policy premiums from the reserve account established pursuant to this Agreement. Such policy shall name the City as an additional named insured and shall include a provision in such policy prohibiting cancellation or reduction in coverage except upon at least thirty (30) written days notice to the City. Cancellation or reduction of the required insurance shall constitute a material breach of this Agreement and, at the City's sole option, may constitute grounds for the City to immediately terminate this Agreement. Further, the MIT agrees to execute all documents and do all things necessary to allow the City, as additional named insured, to recover directly from the insurance carrier in the event of loss, without having to first commence dispute resolution proceedings or bring suit against the MIT.

X. SEWAGE FLOW CAPACITY

Release Monitoring, Metering and Regulation:

10.1 **Conceptual Premises.** The MIT and the City agree to the following conceptual premises with regard to operation and maintenance of the sewer system pursuant to this Agreement:

A. Prior to City approval of sanitary sewer connection, the City shall approve construction documents as per the Four Party Agreement and the following plans, specifications, and conditions will be met:

1. The MIT agrees to construct and dedicate in fee title all infrastructure concerning the system, except for the regulation station vault to be designed and constructed by the City, from the upstream side of the vault, northwesterly to the City's receiving manhole near the City limits. (Exhibit B: general map illustration)

2. The City will design and construct the regulation station, downstream monitoring gauges, telemetry and control cabinet. The City will seek to coordinate this design with the MIT's consultant (IHS) to assure compatibility with the connection and regulation telemetry of the MIT's #2 pump station.

3. The MIT and City agree to cost share the City's design and construction effort referenced in Section 10.1.A.2. on a 50/50 percentage basis according to and for the mutual benefits accruing to both parties. The MIT agrees to pay its share of the City's improvements prior to construction contract award. No connection shall be allowed until such time as all payments are received by the City.

4. The MIT and City agree to share the monthly communication and any associated maintenance and repair bills as necessary to operate and maintain the telemetry system so long as the MIT's sanitary sewer system is connected to the City's sanitary sewer system. These costs will be included on each monthly sewer bill presented to the MIT. The City will be responsible for maintaining the telemetry system up to and including the telemetry intertie box located at the pump station #2. The MIT hereby grants the City and its system maintenance agents right of entry to all locations served by the City's telemetry system.

10.2 **Regulatory Concept:** Generally the system components consist of:

1. Downstream monitoring gauges will be installed at two manholes in the City's system for purposes of measuring, recording and telemetering "real time" control signals to the MIT's pump station that regulates releases to the City's system.

2. A regulatory vault consisting of and containing a manual gate valve, a motor operated ball valve, flow meter, and telemetry devices shall be installed at a location along the force main downstream of Pump Station #2.

3. In Pump Station #2 the design shall provide an additional wet well surcharge minimum capacity volume of 1,400 cubic feet to accommodate pump regulation. Pumping capacity at Pump Station #2 may be overridden by City telemetry. Override telemetry will control operation of both high volume and low volume pumps, as the IHS has installed no variable flow pumps. As such, the only operations available are fixed high volume, fixed low volume, and all off - no volume.

4. The regulation of the pump station shall be responsive to the downstream monitoring gauge signals and the flow control valve in the regulation vault to assure the performance objectives outlined herein are met, and maximum flows are therefor not exceeded.

5. The telemetry system shall be capable of recording the actual flow data in digital format on a continuous basis and down-loading to a computer system in both the MIT office and the City utility office via modem. The computer software will be capable of showing the real-time flow data at all monitored points (Pump Station #2, Regulatory vault, and monitoring gauges).

6. As the City and MIT decide to modify this Agreement to accommodate adjustments of release rates allowable, the telemetry system shall be capable of receiving programmable updates.

7. Prior to issuance of the connection approval the MIT and its contractor will perform commissioning tests to demonstrate to the City's satisfaction that the system accomplishes the following performance objectives:

a. The pump station responds to regulate the flow releases to the City's system in such a manner that when the City's pipe being monitored is equal to or greater than 80% full as measured by

flow depth within the pipe, the pumping rate is curtailed, and if necessary, reduced to zero.

b. As the City's pipe being monitored drops to a 75% of full condition, the system will query the status of wet well levels and pump down times to assess when pumps are re-energized to commence pumping. The system will periodically continue to query system status at such time as pumping decisions are required.

c. The pump station can be calibrated to deliver flows as dictated by the City's downstream capacity available, and within the limits of flow control as provided by IHS construction to date.

d. At a monitored one-foot surcharge within a gauging manhole, the regulation station will automatically shut off influent flow from the MIT's Pump Station #2, and influent flow shall remain off until the surcharge has disappeared. This will be the only condition mandating zero flow from the MIT's Pump Station #2 except for emergency conditions.

10.3 **Maximum Flow to Be Accepted By City.** The maximum allowable sewage flow rate from the MIT's sewage system to the City's sewage system shall not exceed the capacity available within the City's system at any time as determined by City monitoring gauges. Such flow can be released at any time capacity is available within the City's system.

10.4 **Funding of Future Improvements By MIT A Condition Precedent to Continuing Flow to the City System.**

a. The MIT acknowledges that its share of funding the design and construction of any future capacity expansion effort of the City system is an express condition precedent to the City proceeding with expansion of its system. Payment of this funding share by the MIT is necessitated by the fact that acceptance of MIT flow by the City will consume previously existing capacity, makes such capacity unavailable to the City, and requires subsequent improvements to the City system in order for the City to have and maintain the capacity necessary for the City's own needs and uses. Such funding amounts may be credited against future MIT SDC amounts, if any.

b. The prorata share of City system expansion projects between the MIT and the City shall be determined based on benefit received.

XI. COLLECTION OF FEES, TERMINATION OF SERVICE, AND BREACH OF AGREEMENT

11.1 Collection of Development Charges, User, and Connection Fees.

A. Payment as Condition Precedent. The Agreement is between the MIT and the City and no third parties, even though third parties may be indirectly benefited. As a condition precedent to connection and continued service, the MIT shall pay all necessary development charges and user fees. Additionally the MIT shall apply for any necessary City approvals on behalf of members or property owners within MIT jurisdiction who desire to be connected to the sewer system. The City's issuance of a permit shall be directly conditioned upon completion of those items specified in any particular permit as well as the MIT's payment of the permit fees. The MIT and the City expressly agree that the City shall not be responsible for collecting of SDC's, user charges, permitting fees, or any other moneys of any kind from any other individual or entity.

B. Establishment of Reserve Account for Future System Expansion and Related Costs. The City and MIT shall, upon execution of this Agreement, establish a supplemental reserve account in the amount of Five Hundred Thousand Dollars ($500,000.00) to provide for future funding of anticipated system expansion necessitated on account of increased flows resulting from this Agreement, non-budgeted uses of funds necessitated by natural disasters and other public health reasons, payment of insurance premiums, and any other unpaid charges or fees pertaining to the use of the system or permits pertaining thereto. The City and the MIT shall each contribute Two Hundred Fifty Thousand Dollars ($250,000.00) and the fund shall be maintained at this level with each party replacing the funds which are withdrawn on account of its respective obligations. The fund shall be established in a Restricted Use account of the Sanitary Sewer Fund as designated by the City. The interest accruing thereon, if any, shall be apportioned between the parties in relation to their respective contributions and any such interest and principal remaining at the termination of this Agreement shall be returned to the remitter of such funds upon such termination and settlement of all claims and disputes pertaining to this Agreement. The City shall, upon consultation

with the MIT, be authorized to immediately draw upon and use the funds in the reserve account for the uses and purposes herein mentioned. The City shall account to the MIT for all such funds used. Nothing contained herein shall derogate from the need of the MIT to pay in advance as a condition precedent for the City's performance under other provisions of this Agreement.

11.2 **MIT's Right to Terminate Agreement.** The MIT shall have the right to terminate the discharge of sewage from their sewage system to the City's at any time for any reason, or no reason whatsoever, by providing the City with a minimum of five (5) years' written notice prior to termination of such discharge. The City agrees to terminate this Agreement with the MIT at the date noted upon said written notice. Monetary and other obligations owed by the MIT to the City on the date of termination shall survive.

11.3 **City's Right to Terminate Agreement.** The City shall have the right to terminate this Agreement at any time for any reason, or no reason whatsoever, by providing the MIT with a minimum of five (5) years' written notice prior to termination. The City shall also have the right to immediately terminate this Agreement for any reason constituting a material breach. In addition to those breaches defined by law, the City and the MIT expressly agree that a material breach justifying the City to immediately terminate service shall include, but not be limited to, the non-payment of SDC's or user fees, failure of the MIT to provide proof of insurance required herein, exceeding the number of type of sewer connections allowed under this Agreement, discharge of non-domestic sewage into the system, and/or failure of MIT to honor easements, and/or failure to fund the reserve account specified herein.

11.4 **Right to Rely upon Notice of Termination.** As between the City and the MIT, in the event that one party, hereinafter referred to as the "Transmitting Party," sends the other party a notice to terminate this Agreement, the party receiving such notice, hereinafter referred to as the "Receiving Party," shall have a right to rely upon such notice. Absent prior written agreement to the contrary, the Transmitting Party shall not be allowed to revoke its notice of intent to terminate this Agreement or to otherwise keep this Agreement in full force and effect beyond the termination date specified in the notice. This provision shall be effective regardless of whether or not the Transmitting Party actually changes its position, or the Receiving Party otherwise relies in any material manner upon the Transmitting Party's notice of termination.

XII. DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

12.1 **Dispute Resolution - Mediation.** In the event the MIT and the City are engaged in a dispute which relates to this Agreement or any other issue arising relating to sanitary sewer, and they are unable to resolve said dispute within ninety (90) days, either party may request mediation of any dispute, in any manner agreed upon by the parties.

a. Mediation shall be commenced by the party requesting it notifying the other party in writing of its request to mediate a dispute arising between the parties which relate to sanitary sewer and sewer related services. If the parties agree to enter into mediation within 20 days from such request the matter shall be deemed stayed and the arbitration clause continued herein shall not be put into effect. Mediation shall continue for no more than one hundred twenty (120) days at which point the mediation shall be deemed failed unless the parties have reached an agreement and have had such agreement approved by the governing bodies of each respective party and, if applicable, the Bureau of Indian Affairs. If such agreement is not approved by the governing bodies of each respective party or is not enforceable in the United States District Court for the Western District of Washington, the mediation shall be deemed failed and the unresolved issue shall be submitted to binding arbitration as set forth herein.

b. In the event the parties do not reach an agreement to mediate within twenty (20) days of receipt of the notice requesting mediation by the non-requesting party, the matter shall be submitted to binding arbitration as set forth herein.

c. Each party shall bear its own costs of mediation.

12.2 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules. Judgment on the decision rendered by the arbitrator may be entered into the United States District Court for the Western District of Washington. Each party shall bear its own costs of arbitration.

12.3 **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction of Federal Court.** The MIT hereby waives its sovereign immunity and consents to the jurisdiction of the United States District Court for the Western District of Washington concerning disputes regarding the interpretation of this Agreement and the enforcement of any rights hereunder, including collection of any SDC's, User Fees, or other obligations or liabilities, in law or in equity, pertaining to hold harmless provisions of this Agreement. Such waiver of Sovereign Immunity and Consent to jurisdiction shall apply to no other court. This Limited Waiver of Sovereign Immunity and Consent to Jurisdiction has been specifically negotiated by the parties and decision of the City to extend sanitary sewer service to the MIT and a portion of the MIT's payments hereunder are expressly made the consideration for this Limited Waiver and Consent to Jurisdiction.

12.4 **Disclaimer of MIT Tribal Court Jurisdiction.** The MIT agrees that the MIT Tribal Court has no jurisdiction over the force, effect, and interpretation of this Agreement, nor the resolution of disputes which pertain to its implementation. The MIT further agrees that it has no authority to submit the City to the jurisdiction of the MIT Tribal Court with regard to any sewer-related matters or disputes which may arise between the parties.

XIII. FEE AND CHARGES PAYMENTS

13.1 The City shall bill the MIT on a monthly basis for any fees or charges as determined in Articles II, III, and IV of this Agreement. The MIT shall have thirty (30) days to provide payment of the amount to the City from the date of bill issuance.

13.2 In the event that any payments for a sewer bill due under this Agreement shall remain unpaid in excess of the thirty (30) days from the date of issuance, then the bill shall be delinquent. In the event that a bill becomes delinquent, the City shall give the MIT fifteen (15) days' notice of its intent to enforce collection of said bill. A bill which has been properly addressed and deposited in the United States Postal Service shall be deemed to be presented to the MIT for payment.

13.3 If the MIT believes that the City's bill for fees or charges is in error, the MIT shall notify the City of the error no later than fifteen (15) days following the date of bill issuance, accompanied by any supporting documents. Within ten (10) days thereafter, the City and MIT shall meet to attempt to resolve the dispute. If the dispute cannot be resolved

informally, then the parties shall proceed pursuant to Article XII (Dispute Resolution). In any event, the MIT shall pay any uncontested portion of the bill within thirty (30) days after date of issuance. The MIT shall also continue to pay uncontested subsequent monthly bills as provided in this Section.

13.4 If the bill remains unpaid fifteen (15) days following the City's notice of intent to enforce collection, then the City may at its discretion discontinue service to the MIT; provided that the MIT has not provided notice to the City pursuant to Paragraph 12.1. If the MIT has given such notice, the City shall have the authority to discontinue service for failure to pay only in the event that the MIT has not paid the uncontested portion of the bill.

13.5 If the billing dispute is resolved in favor of the City pursuant to Article XII (Dispute Resolution), and the bill remains unpaid for five working days thereafter, the City may at its discretion discontinue service to the MIT unless otherwise specified within the dispute resolution.

XIV. CHANGES TO RATES AND CHARGES

The City's and/or Metro's user fee rate structure and charges for the MIT shall be changed only at such times as the City and/or Metro adjusts its rates and charges through established procedures for all other users.

XV. HOLD HARMLESS AND INDEMNIFICATION

The MIT agrees to indemnify and hold harmless City, and its agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, which originate from events which occur on MIT owned or controlled land or facilities including, but not being limited to, sanitary sewer backups, floods, spillage, property damage, personal injury, and other types of sewage contamination, except that this indemnification shall not apply to the sole negligent or intentional acts of the City and its agents and employees.

XVI. PERFORMANCE OF AGREEMENT

Each party agrees that it will execute any and all instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement. Furthermore, the City shall have access at reasonable times and on reasonable notice to inspect the MIT's sanitary sewer system and related

facilities for the purpose of verification of the number of hook ups, type of discharge, and operation levels which constitute the basis of the MIT's obligations to the City on account of fees and charges.

XVI. AMENDMENT OF THIS AGREEMENT

This Agreement may be modified only if such modifications are written and are approved by written resolutions adopted jointly by the Auburn City Council, the MIT Tribal Council, and the BIA.

XVII. CONSTRUCTION AND INTERPRETATION.

This document has been mutually negotiated between the parties. No adverse inference or ambiguity shall be construed against the party preparing this document for signature. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different portion of this Agreement.

XVIII. TERM OF AGREEMENT.

The initial Term of this Agreement shall be fifty (50) years from the date that the parties executed this Agreement unless terminated earlier pursuant to Section XI of this Agreement. This Agreement shall be automatically renewed for an additional term of fifty (50) years (without any action required by either party), provided that either party may decline to renew the Agreement by notifying the other party by written notice at least five (5) years prior to the end of the initial Term of this Agreement.

IN WITNESS TO THE TERMS OF THIS AGREEMENT, the parties hereto have subscribed their names:

MUCKLESHOOT INDIAN TRIBE

John Daniels Jr.

~~Virginia Cross~~, Chairperson,
Muckleshoot Tribal Council
Date: 5-6-97

Consented to, Agreed and Approved as to Form:

United States Department of Interior

Bureau of Indian Affairs
Accommodation Approval

BY: Jill A. Black MAY 20 1997

Its: Superintendent, Puget Sound Agency Date: _____

Approved as to Form:

N/A
Tribal Attorney

CITY OF AUBURN

BY: Charles A. Booth
CHARLES A. BOOTH,
MAYOR

ATTEST:

Robin Wohlhueter
Robin Wohlhueter,
City Clerk

APPROVED AS TO FORM:

Michael Reynolds
Mike J. Reynolds,
City Attorney

RESOLUTION NO. 3502

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 MUCKLESHOOT INDIAN TRIBE FOR THE OPERATION OF A TEMPORARY SEWAGE LIFT STATION.

WHEREAS, the Muckleshoot Indian Tribe (Tribe), 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 clarification on the ownership, the maintenance, and the operational responsibilities for a lift station serving the Swan Flats development; and

WHEREAS, it is in the public interest for the parties herein to enter into a sanitary sewer agreement for the operation of a sanitary sewer lift station to facilitate service from the Swan Flats plat.

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 the Tribe 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 Interlocal Agreement between Auburn and the Tribe 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 effect upon passage and signatures hereon.

DATED this 5th day of August, 2002.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Held,
City Attorney

20030714002726
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07/14/2003 15:21
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):

Interlocal Agreement (RES 3502) Sanitary Sewer – Swan Flats

3/26 PNLWT
w6179-12

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. Muckleshoot Indian Tribe

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"

Interlocal Agreement between the Muckleshoot Indian Tribe and the City of Auburn

(Sanitary Sewer Service for Swan Flats)

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the interlocal Cooperation Act, chapter 39.34 of Revised Code of Washington, on the 5th day of, August, 2002, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the MUCKLESHOOT INDIAN TRIBE, a federally recognized Indian Tribe located upon the Muckleshoot Indian Reservation (hereinafter referred to as "Tribe").

WITNESSETH:

WHEREAS, the Tribe has purchased the single-family housing plat known as Swan Flats for the construction of single-family homes; and

WHEREAS, a temporary, private sewage lift station is established to facilitate the conveyance of the Swan Flats' wastewater into Auburn's public sanitary sewer system; and

WHEREAS, the lift station required by the Swan Flats plat for sanitary sewer services shall be owned, maintained, and operated by the Tribe; and

WHEREAS, once improvements have been made to the public sanitary sewer system located along Academy Drive to facilitate gravity wastewater flow from Swan Flats to the improved sewer line then Auburn shall bypass the private lift station and establish the piping required to connect Swan Flats plat with Auburn's sewer system without the use of pumps; and

WHEREAS, the property owners' responsibility to own, operate, and maintain the sanitary sewer lift station servicing the Swan Flats plat was imposed upon the plat and is not being imposed upon the Tribe as a special condition; and

WHEREAS, the Tribe and Auburn are willing to enter into this agreement which clarifies the maintenance responsibilities for the existing lift station servicing the Swan Flats plat; and

WHEREAS, the Tribe has purchased a majority of the properties within the Swan Flats plat and desires to be the responsible party for the operation and maintenance of the private sanitary sewer lift station in lieu of a homeowners association.

NOW, THEREFORE in consideration of their mutual covenants, conditions, and promises, THE PARTIES HERETO DO HEREBY AGREE as follows:

1. CONDITIONS

A. Auburn shall install sanitary sewer pipe to bypass the Swan Flats lift station concurrent with any sanitary sewer improvements done to the existing public sewer line along Academy Drive that would facilitate gravity sewer service from Swan Flats.

B. The Tribe shall own, operate, and maintain the lift station established upon Lot 1 of the Swan Flats plat until the gravity facilities are constructed and the pump station is no longer required for service.

C. The Muckleshoot Indian Tribe shall post an all weather sign with a minimum letter height of one inch that details the appropriate person and/or agency and phone number of who to contact if the sewer lift station requires service. The current contact information established by the Muckleshoot Indian Tribe for the servicing of the lift station is as follows:

DEWEY MILLER
Muckleshoot Indian Tribe
Public Works
360-802-4727

After hour phone numbers and emergency contacts shall be mentioned on the sign and supplied to Auburn 20 days prior to the effective date of this Agreement.

D. If Tribal response is delayed and the City is contacted, and a health hazard is created due to the failure of the lift station then the City may respond to contain and possibly correct the health situation until Tribal response is on-site. The Tribe agrees to reimburse the City for reasonable expenses for time and materials related to any such response.

E. No connections shall be made to Auburn's public sewer system without first obtaining the appropriate permits from the City as established within Auburn City Code 13.20.

F. Upon installation of the sanitary sewer bypass of the Swan Flats lift station by the City, the Tribe shall cap the existing eight-inch PVC sewer pipe, conveying wastewater from the City's sewer system to the lift station, at the property line to lot one. The tribe may request that the City do this work at the time of the diversion at no cost to the Tribe. After connection to the City gravity sewer system the Tribe may dispose of or retain the lift station as it deems appropriate.

2. INSURANCE

The Tribe shall maintain, at a minimum, a two million liability insurance policy as of the effective date of this agreement; the Tribe shall continue such insurance coverage during the term of this agreement unless otherwise agreed upon by the parties.

3. INDEMNIFICATION

A. The Tribe agrees to indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this agreement and/or the Tribe's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tribe; and provided further, that nothing herein shall require the Tribe to hold harmless or defend the City, its agents, employees, and/or officers, from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering this agreement except as expressly provided herein.

B. The City agrees to indemnify and hold the Tribe and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever king or nature, brought against the Tribe arising out of, in connection with, or incident to the execution of this agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Tribe, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend the Tribe, its agents, employees, and/or officers, from any claims arising from the sole negligence of the Tribe, its agents, employees, and/or officers. No liability shall attach to the Tribe by reason of entering this agreement except as expressly provided herein.

4. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

5. DISPUTE RESOLUTION AND LIMITED WAVIER OF SOVEREIGN IMMUNITY

A. In the event the Tribe and the City are engaged in a dispute, which relates to this Agreement, and they are unable to resolve said dispute within ninety (90)

days, either party may request mediation of any dispute in any manner agreed upon by the parties.

a. Mediation shall be commenced by the party requesting it by notifying the other party in writing of its request to mediate a dispute arising between the parties which relate to sanitary sewer and sewer related services to Swan Flats. If the parties agree to enter into mediation within twenty (20) days from such request the matter shall be deemed stayed and the arbitration clause continued herein shall not be put into effect. Mediation shall continue for no more than one hundred and twenty (120) days at which point the mediation shall be deemed failed unless the parties have reached an agreement and have had such agreement approved by the governing bodies. If such agreement is not approved by the governing bodies of each respective party or is not enforceable in the United States District Court for the Western District of Washington, the Mediation shall be deemed failed and the unresolved issue shall be submitted to binding arbitration as set forth herein.

b. In the event the parties do not reach an agreement to mediate within twenty (20) days of receipt of the notice requesting mediation by the non-requesting party, the matter shall be submitted to binding arbitration as set forth herein.

c. Each party shall bear its own cost of mediation.

B. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules. Judgment on the decision rendered by the arbitrator may be entered into the United States District Court for the Western District of Washington. Each party shall bear its own costs of arbitration.

C. The Tribe hereby waives its sovereign immunity and consents to the jurisdiction of the United States District Court for the Western District of Washington concerning disputed regarding the interpretation of this Agreement and the enforcement of any rights hereunder, including other obligations or liabilities, in law or in equity, pertaining to immunity provisions of this Agreement. Such waiver of Sovereign Immunity and Consent to jurisdiction shall apply to no other court.

D. The Tribe agrees that the Muckleshoot Indian Tribal Court has no jurisdiction over the force, effect, and interpretation of this Agreement, nor the resolution of disputes that pertain to its implementation. The Tribe further agrees that it has no authority to submit the City to the jurisdiction of the Muckleshoot Indian Tribal Court with regards to any sewer-related matters or disputes which may arise between the parties.

6. ASSIGNMENT

The parties shall not assign this agreement or any interest, obligation or duty therein without the express written consent of the other party.

7. ATTORNEY'S FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, 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.

8. NOTICES

All notices between the two agencies hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

The Muckleshoot Indian Tribe
Thomas Reber
Muckleshoot Indian Tribe
Assistant Tribal Operations Manager
Community Development
40320 Auburn Enumclaw Road
Auburn, WA 98092
Phone # 360.802.1922
Fax # 360.802.4727

The City of Auburn
Jeff Roscoe
Sanitary Sewer Engineer
Auburn Public Works
Department
25 West Main Street
Auburn WA 98001-4998
Phone # 253.931.4008
FAX # 253.931.3053

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.

9. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with applicable statutes, executive orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

10. 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.

11. OBLIGATION INTACT.

Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the Tribe or the City regarding provision of sewer service, except as specifically set forth herein.

12. MISCELLANEOUS

A. The captions in this agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.

B. The duration of this agreement shall be until the sanitary sewer improvements are established that will allow the City to extend a gravity sewer main to bypass the private lift station or for the period of time it reasonably takes for the performance of parties as completed herein.

C. The purpose of this agreement is to clarify the Tribe's role for the maintenance and operation of the private lift station together with the City's role in the establishment of a gravity sewer system to serve Swan Flats.

D. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

E. No provision of this agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

F. If any term, provision, condition or portion of this Agreement is held to be invalid, or unenforceable by a final decision of any court having jurisdiction on the matter, the remaining of this Agreement or the application of such term or provision to persons or circumstances other then those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

G. No modifications or amendments of this agreement shall be valid or effective unless evidenced in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

MUCKLESHOOT INDIAN TRIBE

PASSED by Resolution No. **02-235** of the Muckleshoot Indian Tribe, at its special meeting held on the 2nd day of August, 2002.

By:

11/6/02

JOHN DANIELS, JR., CHAIR — Date

CITY OF AUBURN

PASSED by Resolution No. **3502** of the City of Auburn, Washington, at its regular meeting held on the 5th day of August, 2002.

By:

11/2/02

PETER B. LEWIS, MAYOR — Date

Attest:

Danielle Daskam, City Clerk

Approved as to form:

Daniel B. Heid, City Attorney

Appendix A6: Inter-local Agreements and Outside Agency Correspondence

Lakehaven Utility District

- Sewer Service Boundaries (Resolutions 3651, 3824, and 2005-1038)

RESOLUTION NO. 3651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER 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 sewerage system; and

WHEREAS, pursuant to RCW 57.08.044, Lakehaven has the legal authority, whether by contract or otherwise, to provide sewer service to property owners in areas outside existing district boundaries; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Lakehaven's 1999 Draft Comprehensive Wastewater System Plan notes a region within Auburn's Potential Annexation Area (hereinafter referred to as "Auburn's PAA") to which Lakehaven intends to provide sanitary sewer service; and

WHEREAS, Lakehaven is currently providing sanitary sewer service within Auburn's PAA; and

WHEREAS, portions of the Lakehaven sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of Auburn's PAA; and

WHEREAS, Auburn has evaluated sewer service issues and determined that it is not cost feasible to provide direct sewer service within its PAA adjacent to Lakehaven's sanitary sewer infrastructure; and

WHEREAS, Lakehaven's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities and sanitary sewer planning;

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 Interlocal Agreement Establishing Sanitary Sewer Service Boundaries 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 20th day of January, 2004.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid,
City Attorney

20041129000249
PACIFIC NW TIT AG 31.00
PAGE001 OF 013
11/29/2004 10:09
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):

Interlocal Agreement (RES 3651)

13/31 PMNT
W9278-12

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 SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 2nd day of February, 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.21.150, Auburn has the legal authority to maintain a sewerage system; and

WHEREAS, pursuant to RCW 57.08.005(5) and 57.08.044, Lakehaven, as a special purpose water/sewer district, has the legal authority, whether by contract or otherwise, to provide sewer service to property owners in areas outside existing district boundaries; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, Lakehaven's adopted and approved 1999 Comprehensive Wastewater System Plan and its Amendment No. 1 notes a region within Auburn's Potential Annexation Area (hereinafter referred to as "Auburn's PAA") to which Lakehaven intends to provide sanitary sewer service; and

WHEREAS, Lakehaven is currently providing sanitary sewer service within Auburn's PAA; and

WHEREAS, portions of the Lakehaven sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of Auburn's PAA; and

WHEREAS, Auburn has evaluated sewer service issues and determined that it is not cost feasible to provide direct sewer service within its PAA adjacent to Lakehaven's sanitary sewer infrastructure; and

WHEREAS, Lakehaven's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities and sanitary sewer planning;

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sewer Service Area.** The parties have agreed to a mutual sewer 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 sanitary sewer service to properties mutually within its sanitary sewer 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 Sewer System.** Lakehaven shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its sewerage system within the area mutually designated as Lakehaven's sanitary sewer 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 sewerage system and improvements to be located therein.

3. **Service Rates and Connection Charges.**

   a) **Permit Required.** No connection shall be made to Lakehaven's sanitary sewer system unless the property owner first pays the associated fees and submits the proper information to obtain a Lakehaven sanitary sewer 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 sanitary sewer customer by Lakehaven mutually within Lakehaven's sanitary sewer 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. **Sewer Availability Certificates.** Lakehaven shall continue to issue sewer availability certificates for property located both within its sanitary sewer service area and Auburn's PAA, as depicted in Attachment 1.

5. **Future Annexations.** Each of the parties agree that Lakehaven shall provide sanitary sewer 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 Sewer Planning.** The terms of this Agreement will be included as an amendment to Lakehaven's Comprehensive Wastewater System Plan. Lakehaven will submit to Auburn all Comprehensive Wastewater System Plans and amendments thereto involving areas and/or system improvements within Auburn's PAA.

7. **Auburn Comprehensive Sewer Planning.** The terms of this Agreement will be included as an amendment to Auburn's Comprehensive Sewerage Plan. Auburn will submit to Lakehaven all Comprehensive Sewerage System Plans and amendments thereto involving area and/or system improvements within Auburn's PAA.

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 sewer 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 36.93.090.

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 sewer 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. Any alterations, amendments or modifications to this agreement shall be by mutual consent of the parties.

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 an area in the vicinity of 51st Avenue South and South 320th Street and depicted in Attachment 3 is currently being served by Auburn via temporary pump station and may in the future be more efficiently served by a gravity conveyance system discharging to Lakehaven's facilities. This section does not obligate Lakehaven to accept any sanitary sewer facilities in said area. This section is intended only to make Lakehaven aware of Auburn's desire to eventually adjust the sanitary sewer service boundaries to allow Lakehaven to provide sanitary sewer service to said area, and for Lakehaven to plan for this action. Auburn and Lakehaven will abide by Section 12 of this Agreement when adjusting sanitary sewer service boundaries.

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 sewer 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. **3651** of the City of Auburn, Washington, at its regular meeting held on the 20th day of January, 2004.

By:

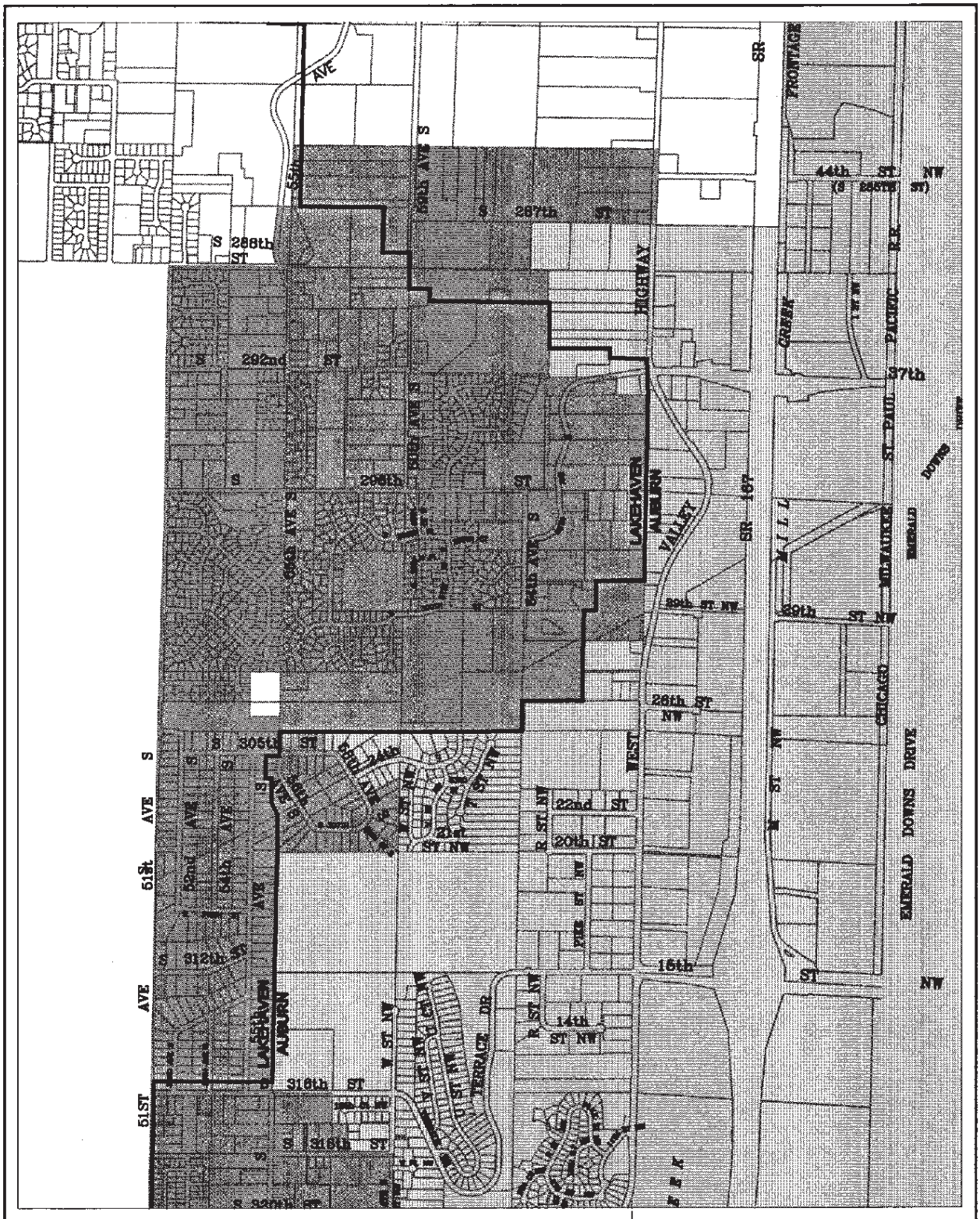
Peter B. Lewis, Mayor
City of Auburn

Attest:

Danielle Daskam, City Clerk

Approved as to form:

Daniel B. Heid, City Attorney



LEGEND

- AUBURN CITY LIMITS
- AUBURN PAA
- PROPOSED SEWER SERVICE BOUNDARY

SCALE 1" = 1800'

Note: Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped.

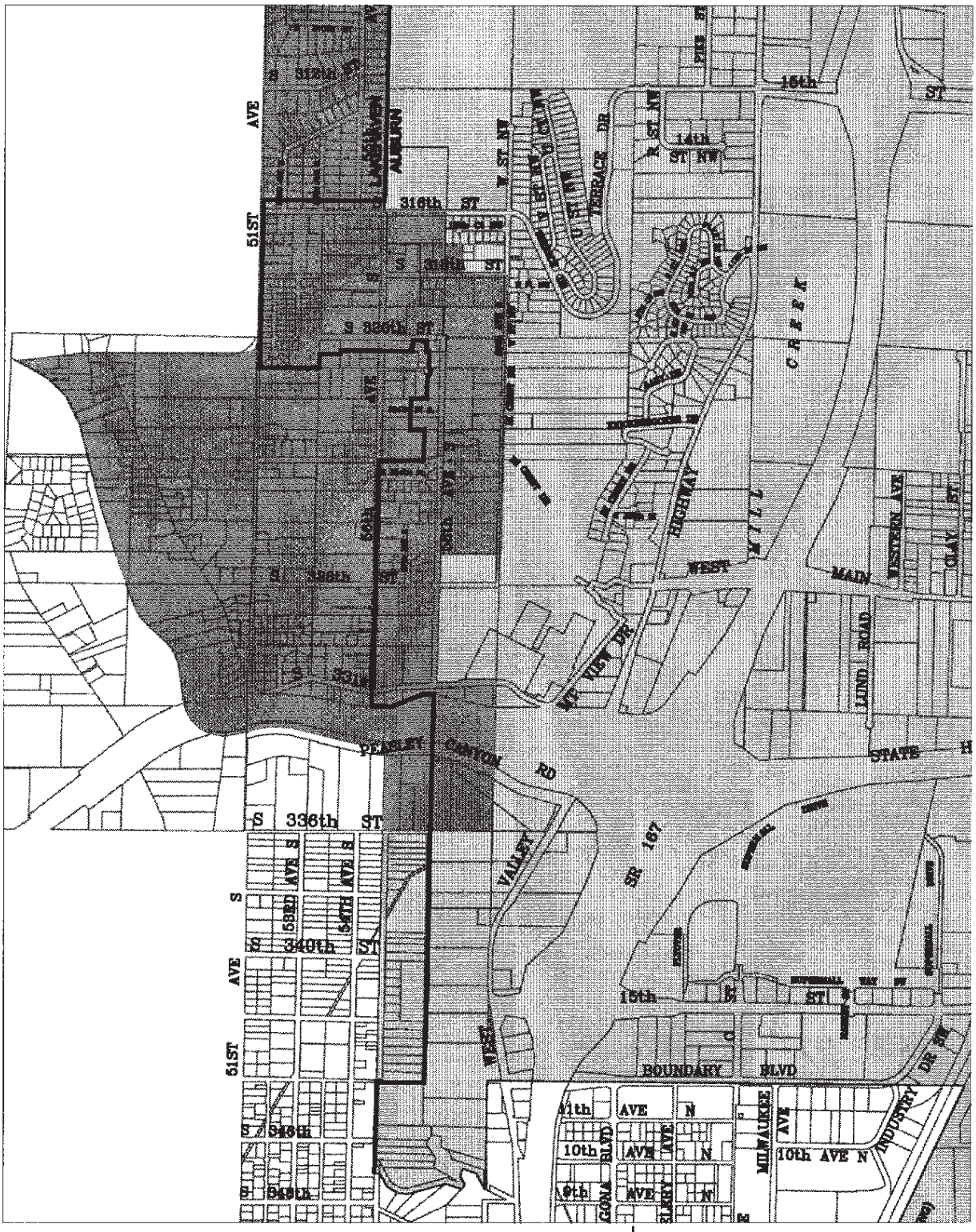
ATTACHMENT 1

LAKEHAVEN - AUBURN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES

PLEASE INITIAL IF APPROVED

Dec 2008

LAKEHAVEN _____ AUBURN _____



LEGEND

- AUBURN CITY LIMITS
- AUBURN PAA
- PROPOSED SEWER SERVICE BOUNDARY

SCALE 1" = 1500'

Note: Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped.

ATTACHMENT 1

LAKEHAVEN - AUBURN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES

PLEASE INITIAL IF APPROVED

LAKEHAVEN _____ AUBURN _____

Dec 2008

Attachment 2

LAKEHAVEN UTILITY DISTRICT and CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES

BOUNDARY DESCRIPTION

BEGINNING at a point 170 feet east of the Northwest corner of the Southeast quarter of the Southwest quarter of Section 35, Township 22 North, Range 4 East, W.M., in King County, Washington;

THENCE south 662.54 feet, more or less, to the North line of the South half of said subdivision;

THENCE easterly along said North line to a point 300 feet west of the East line of said subdivision;

THENCE south to a point 170 feet north of the South line of said subdivision;

THENCE east 300 feet, more or less, to the East line of said subdivision;

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, parallel with the North line of said subdivision, 1,304.44 feet;

THENCE southerly, parallel with the West line of said subdivision, 494 feet;

THENCE easterly, parallel with the North line of said subdivision, 680.8 feet;

THENCE southerly, parallel with the West line of said subdivision, 100 feet;

THENCE easterly, parallel with the North line of said subdivision, 428 feet, more or less, to the East line of said subdivision;

THENCE southerly, along said East line to the Northeast corner of the South half of the South half of the Northeast quarter of the Southeast quarter of said Section 2;

THENCE westerly, along the North line of said subdivision, 518.77 feet;

THENCE southerly, parallel with the East line of said subdivision, 328.01 feet;

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, 964.41 feet;

THENCE westerly, parallel with 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 said subdivision;

THENCE westerly, along said South line, to the centerline of 56th Avenue South;

THENCE southerly, along said centerline of 56th Avenue South, to the centerline of South 305th Street in Section 11, Township 21 North, Range 4 East, W.M., in King County, Washington;

THENCE westerly, along said centerline of South 305th Street, to a point of intersection with the northerly projection of the West line of Lot 2, Block 5, Auburn Heights Park Division No. 2, according to the plat thereof recorded in Volume 49, Page 99, records of King County, Washington;

THENCE southerly, 320 feet, more or less, parallel with said West line of Lot 2, to the South line of Lot 4, Block 5, of said plat;

THENCE easterly, along said South line of Lot 4, to the Northwest corner of Lot 5, Block 5 of said plat;

THENCE southerly and southeasterly, along the West lines of Lots 5 and 9, of said plat, to the Northeast corner of Block 7, Auburn Heights Park Division No. 1, according to the plat thereof recorded in Volume 49 of Plats, Page 56, records of King County, Washington;

THENCE southerly, along the East line of Block 7 of said plat, to the Southeast corner of Lot 2, Block 7, of said plat;

THENCE westerly, parallel with the South line of said plat, along the north lines of Lot 19 and Lot 1, Block 6, Lot 15 and Lot 1, Block 5, and Lot 26, Block 4, of said plat, to the centerline of 51st Avenue South;

THENCE southerly, along said centerline of 51st Avenue South, to the Southwest corner of said Section 11;

THENCE continue southerly, along the West line of Section 14, Township 21 North, Range 4 East, W.M., in King County, Washington, 329.57 feet;

THENCE east 30 feet to the Southwest corner of Lot 15, Peasley Ridge, according to the plat thereof recorded in Volume 201, Pages 66-71, records of King County, Washington;

THENCE continue easterly, along the South line of said plat, to the Southeast corner of Tract D Peasley Ridge;

THENCE northerly, along the East line of said Tract D, 150 feet, more or less, to the Northwest corner of Lot 2, King County Short Plat No. 1080026R, as recorded under Recording No. 8106080708, records of King County, Washington;

THENCE easterly, along the North line of said Lot 2, to the West line of Lot 1, King County Short Plat No. 1080027, as recorded under Recording No. 8106080709, records of King County, Washington;

THENCE northerly, along the West line of said Lot 1, to the Northwest corner thereof;

THENCE easterly, along the North lines of Lots 1, 2 and 4, of said short plat, to the Northeast corner of said Lot 4;

THENCE East 60 feet to the West line of Lot 19, West Auburn Five-Acre Tracts, according to the plat thereof recorded in Volume 15, Page 12, records of King County, Washington;

THENCE southerly, along the West line of said Lot 19, 9.43 feet;

THENCE easterly, parallel with the North line of said Lot 19, 294.8 feet;

THENCE northerly, parallel with the West line of said Lot 19, 119.43 feet, more or less, to the South margin of South 320th Street;

THENCE easterly, along said south margin of South 320th Street, 150 feet;

THENCE southerly, parallel with the West line of said Lot 19, 119.43 feet;

THENCE easterly, parallel with the North line of said Lot 19, 9.59 feet;

THENCE southerly, parallel with the West line of said Lot 19, 5 feet;

THENCE easterly, parallel with the North line of said Lot 19, 13.53 feet;

THENCE southerly, parallel with the West line of said Lot 19, 178.866 feet, more or less, to the most Northwesterly corner of Lot 4, King County Short Plat No. 278048, as recorded under Recording No. 8004030782, records of King County, Washington;

THENCE southerly, along the West line of said Lot 4, to the Southwest corner thereof and the North line of Lot 2, King County Short Plat No. 1077053, as recorded under Recording No. 7808100856;

THENCE westerly, along the North line of said Lot 2, to the Northwest corner thereof;

THENCE southerly, along the West lines of Lot 2 and Lot 4 of said short plat, to the North line of Lot 30, West Auburn Five-Acre Tracts, according to the plat thereof recorded in Volume 15, Page 12, records of King County, Washington;

THENCE easterly, along the North line of said Lot 30, 147.35 feet;

THENCE southerly, parallel with the East line of said Lot 30, to the centerline of South 324th Street;

THENCE westerly, along said centerline of South 324th Street, to the centerline of 56th Avenue South;

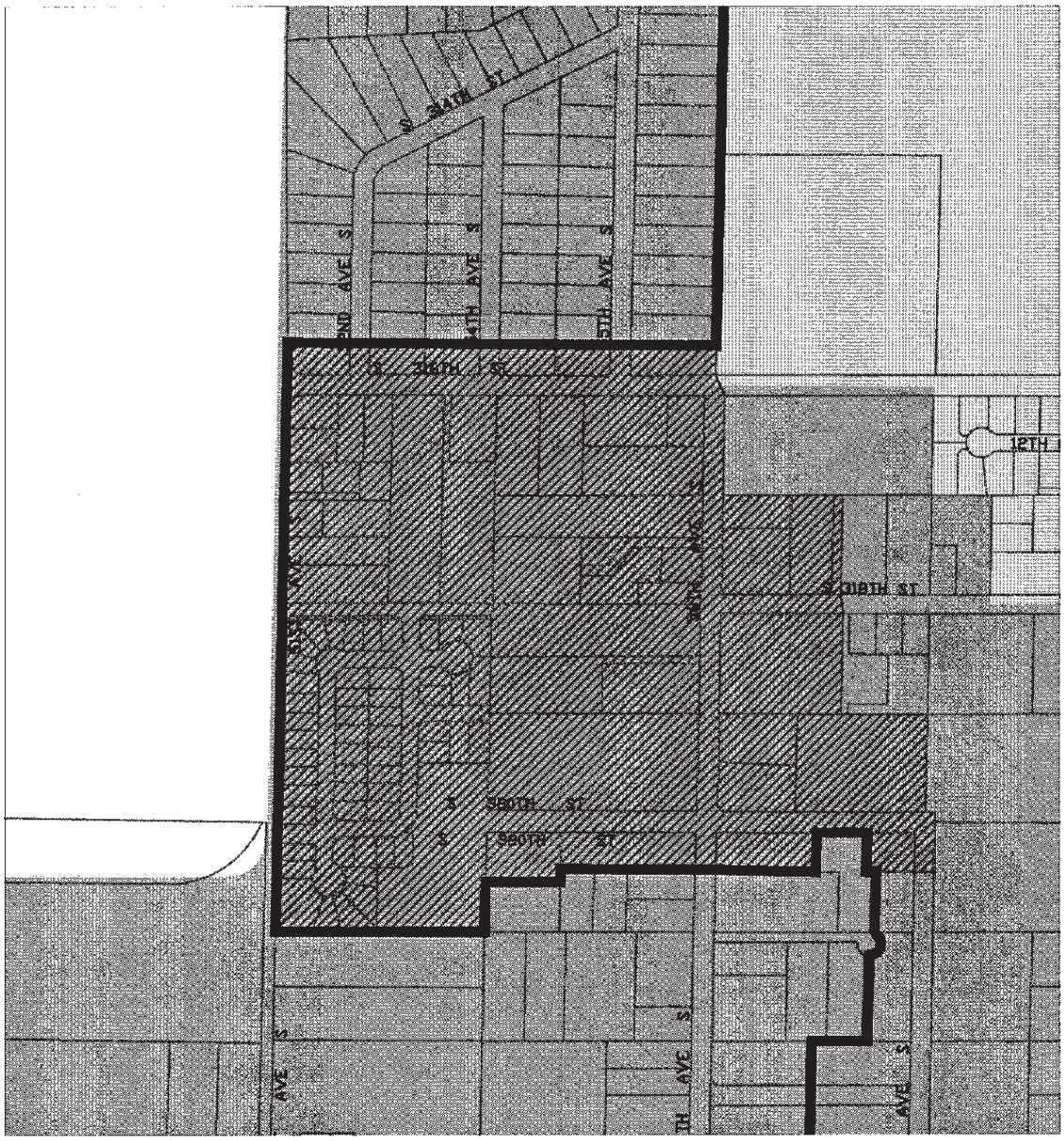
THENCE southerly, along said centerline of 56th Avenue South, to the North margin of State Highway No. 18;

THENCE easterly, along said North margin of State Highway No. 18, to the southerly projection of the centerline of 58th Avenue South;

THENCE southerly, along said centerline of 58th Avenue South, to the centerline of South 344th Street;

THENCE westerly, along said centerline of South 344th Street, to the centerline of 56th Avenue South;

THENCE southerly, along said centerline of 56th Avenue South, to the easterly projection of the South line of Lot 24, Block 27, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, records of King County, Washington, and the terminus of this boundary description.



LEGEND

- AUBURN SERVICE AREA THAT MAY BE SERVED BY LAKEHAVEN
- PAA
- AUBURN CITY LIMITS

D:\SEWER\LOGO2.DWG

Attachment 3

Lakehaven - Auburn Interlocal Agreement Establishing Sanitary Sewer Service Boundaries

Dec 2003

RESOLUTION NO. 3824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE LAKEHAVEN UTILITY DISTRICT FOR THE PURPOSE OF PROVIDING SANITARY SEWER SERVICE FROM AUBURN TO PROPERTY LOCATED WITHIN THE LAKEHAVEN UTILITY DISTRICT'S SANITARY SEWER SERVICE AREA

WHEREAS, pursuant to RCW 35A.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, in January 2004 the Commissioners of the Lakehaven Utility District adopted Resolution No. 2004-1006 authorizing the General Manager to execute an interlocal agreement with Auburn, which agreement was subsequently signed by the City of Auburn as authorized under Auburn Resolution No. 3651; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, a single family residential development (hereinafter referred to as "Jovita Heights-West Hill") has been proposed that lies within the distinct Sanitary Sewer Service Areas of both Auburn and Lakehaven as established and described in the Original Agreement; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized with sufficient wastewater conveyance capacity and are situated so as to be capable of affording sewer service to those portions of Jovita Heights-West Hill that lie within both the Auburn Sanitary Sewer Service Area and the Lakehaven Sanitary Sewer Service Area; and

WHEREAS, portions of the Lakehaven sanitary sewer system have been sized with sufficient wastewater conveyance capacity and are situated so as to be capable of affording sewer service to those portions of Jovita Heights-West Hill that lie within both the Lakehaven Sanitary Sewer Service Area and the Auburn Sanitary Sewer Service Area; and

WHEREAS, the developer of Jovita Heights - West Hill has requested that Auburn provide sanitary sewer service to the entire development to afford maximum efficiency in its use of existing and future facilities; and

WHEREAS, Auburn has evaluated sanitary sewer service issues relative to the developer's request and determined that it is feasible for Auburn to provide sanitary sewer service to the entire development.

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 Interlocal Agreement with the Lakehaven Utility District in substantial conformity with the

agreement attached hereto, marked as Exhibit "1" 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 1

AMENDMENT NO. 1
TO THE LAKEHAVEN UTILITY DISTRICT AND CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 22nd day of February, 2005, 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, as an amendment to the Interlocal Agreement dated February 2, 2004, between the parties and executed on the 8th day of January, 2004, and the 20th day of January, 2004, respectively (hereinafter referred to as "Original Agreement").

WITNESSETH:

WHEREAS, in January 2004 the Commissioners of the Lakehaven Utility District adopted Resolution No. 2004-1006 authorizing the General Manager to execute an interlocal agreement with Auburn, which agreement was subsequently signed by the City of Auburn as authorized under Auburn Resolution No. 3651; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, a single family residential development (hereinafter referred to as "Jovita Heights-West Hill") has been proposed that lies within the distinct Sanitary Sewer Service Areas of both Auburn and Lakehaven as established and described in the Original Agreement; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized with sufficient wastewater conveyance capacity and are situated so as to be capable of affording sewer service to those portions of Jovita Heights-West Hill that lie within both the Auburn Sanitary Sewer Service Area and the Lakehaven Sanitary Sewer Service Area; and

WHEREAS, portions of the Lakehaven sanitary sewer system have been sized with sufficient wastewater conveyance capacity and are situated so as to be capable of affording sewer service to those portions of Jovita Heights-West Hill that lie within both the Lakehaven Sanitary Sewer Service Area and the Auburn Sanitary Sewer Service Area; and

WHEREAS, the developer of Jovita Heights-West Hill has requested that Auburn provide sanitary sewer service to the entire development to afford maximum efficiency in its use of existing and future facilities; and

WHEREAS, Auburn has evaluated sanitary sewer service issues relative to the developer's request and determined that it is feasible for Auburn to provide sanitary sewer service to the entire development; and

WHEREAS, Lakehaven has evaluated the request and determined that, conditioned on mitigation of the impacts incident thereto, Lakehaven can transfer to Auburn that portion of its Sanitary Sewer Service Area that lies within Jovita Heights-West Hill so that Auburn can provide sanitary sewer service to the entire development.

NOW, THEREFORE in consideration of their mutual covenants, conditions, and promises, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

ITEM ONE REVISION TO ATTACHMENT 1 OF THE ORIGINAL AGREEMENT, Page 2 of 2:

Attachment 1 of the Original Agreement is a graphical representation of the sanitary sewer service area boundary between Auburn and Lakehaven as established in the Original Agreement. Page Two of Attachment 1, as such Attachment 1 is attached hereto and by this reference incorporated herein, revises the sanitary sewer service area shown in the Original Agreement to reflect the transfer to Auburn of certain sanitary sewer service areas originally granted to Lakehaven; more specifically, those parcels located within the City of Auburn, east of 56th Avenue South between South 336th Street and South 344th Street, together with those parcels located outside the City of Auburn, east of 55th Avenue South between South 340th Street and South 348th Street.

ITEM TWO REVISION TO ATTACHMENT 2 OF THE ORIGINAL AGREEMENT:

The legal description for the sanitary sewer service area boundary is revised to reflect the service area modification described in Item One of this Amendment. Attachment 2 is attached hereto as the legal description of the revised sanitary sewer service area boundary and by this reference is incorporated herein.

ITEM THREE REVISION TO SECTION 1: Sewer Service Area.

Section One of the Original Agreement, entitled "Sewer Service Area," is hereby amended to hereinafter read as follows:

The parties have agreed to a mutual sewer service planning boundary as depicted on the maps attached hereto as Attachment 1 and as legally described in Attachment 2, which are by this reference each incorporated herein. Both parties further agree that, through this designation of the sanitary sewer service boundary, Lakehaven shall provide sanitary sewer service to properties mutually within its revised sanitary sewer service area and Auburn's PAA, also depicted on Attachment 1, while Auburn shall provide sanitary sewer service to properties located within its revised sanitary sewer service area, including portions of Lakehaven's corporate boundary, in accordance with and subject to the terms and conditions of this Agreement.

ITEM FOUR REMAINING TERMS UNCHANGED:

That all other provisions of the Original Agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first below written.

LAKEHAVEN UTILITY DISTRICT

Approved by Resolution No. 2005-1038 of the Lakehaven Utility District, Federal Way, Washington, at its regular meeting held on the 10th day of March, 2005.

By:

DONALD T. PERRY, GENERAL MANAGER
Lakehaven Utility District

Approved as to form:

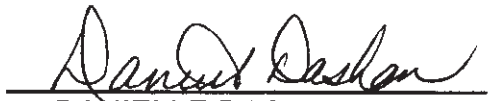
STEVEN H. PRITCHETT, GENERAL COUNSEL
Lakehaven Utility District

CITY OF AUBURN

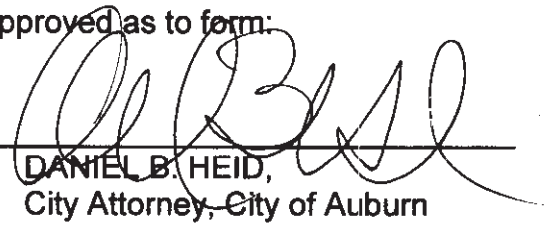
Approved by Resolution No. 3824 of the City of Auburn, Washington, at its regular meeting held on the 22nd day of February, 2005.

By: 

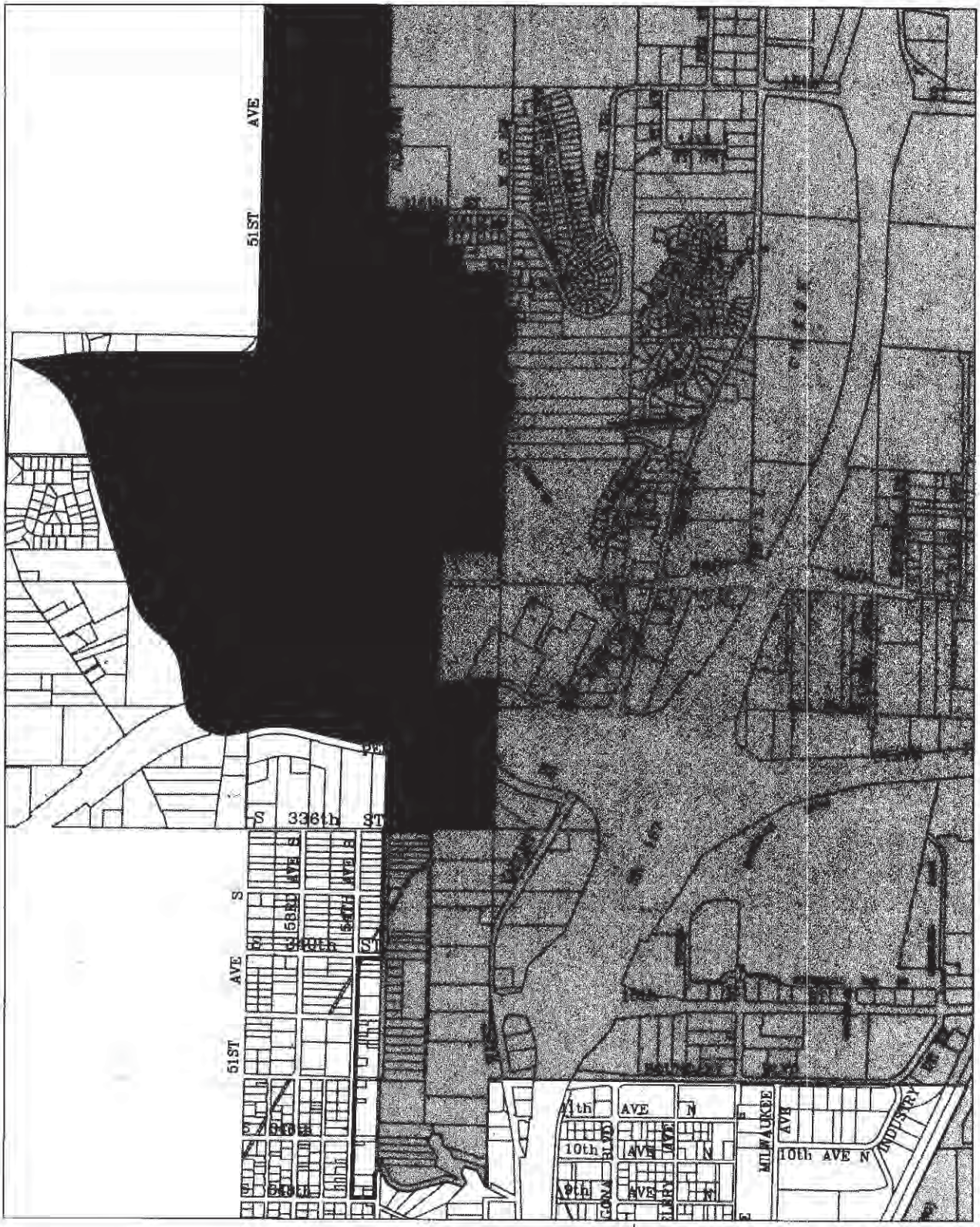
PETER B. LEWIS,
Mayor, City of Auburn

Attest: 

DANIELLE DASKAM,
City Clerk, City of Auburn

Approved as to form: 

DANIEL B. HEID,
City Attorney, City of Auburn



LEGEND

- AUBURN CITY LIMITS
- AUBURN PAA
- PROPOSED SEWER SERVICE BOUNDARY

SCALE: 1" = 1500'

Note: Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped.

(REVISED) ATTACHMENT 1

LAKEHAVEN - AUBURN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES

PLEASE INITIAL IF APPROVED

Jan 2005

LAKEHAVEN

AUBURN

O:\sewer\lakmpa.dwg

Attachment 2
(REVISED)

LAKEHAVEN UTILITY DISTRICT and CITY OF AUBURN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES

BOUNDARY DESCRIPTION

BEGINNING at a point 170 feet east of the Northwest corner of the Southeast quarter of the Southwest quarter of Section 35, Township 22 North, Range 4 East, W.M., in King County, Washington;

THENCE south 662.54 feet, more or less, to the North line of the South half of said subdivision;

THENCE easterly along said North line to a point 300 feet west of the East line of said subdivision;

THENCE south to a point 170 feet north of the South line of said subdivision;

THENCE east 300 feet, more or less, to the East line of said subdivision;

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, parallel with the North line of said subdivision, 1,304.44 feet;

THENCE southerly, parallel with the West line of said subdivision, 494 feet;

THENCE easterly, parallel with the North line of said subdivision, 680.8 feet;

THENCE southerly, parallel with the West line of said subdivision, 100 feet;

THENCE easterly, parallel with the North line of said subdivision, 428 feet, more or less, to the East line of said subdivision;

THENCE southerly, along said East line to the Northeast corner of the South half of the South half of the Northeast quarter of the Southeast quarter of said Section 2;

THENCE westerly, along the North line of said subdivision, 518.77 feet;

THENCE southerly, parallel with the East line of said subdivision, 328.01 feet;

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, 964.41 feet;

THENCE westerly, parallel with 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 said subdivision;

THENCE westerly, along said South line, to the centerline of 56th Avenue South;

THENCE southerly, along said centerline of 56th Avenue South, to the centerline of South 305th Street in Section 11, Township 21 North, Range 4 East, W.M., in King County, Washington;

THENCE westerly, along said centerline of South 305th Street, to a point of intersection with the northerly projection of the West line of Lot 2, Block 5, Auburn Heights Park Division No. 2, according to the plat thereof recorded in Volume 49, Page 99, records of King County, Washington;

THENCE southerly, 320 feet, more or less, parallel with said West line of Lot 2, to the South line of Lot 4, Block 5, of said plat;

THENCE easterly, along said South line of Lot 4, to the Northwest corner of Lot 5, Block 5 of said plat;

THENCE southerly and southeasterly, along the West lines of Lots 5 and 9, of said plat, to the Northeast corner of Block 7, Auburn Heights Park Division No. 1, according to the plat thereof recorded in Volume 49 of Plats, Page 56, records of King County, Washington;

THENCE southerly, along the East line of Block 7 of said plat, to the Southeast corner of Lot 2, Block 7, of said plat;

THENCE westerly, parallel with the South line of said plat, along the north lines of Lot 19 and Lot 1, Block 6, Lot 15 and Lot 1, Block 5, and Lot 26, Block 4, of said plat, to the centerline of 51st Avenue South;

THENCE southerly, along said centerline of 51st Avenue South, to the Southwest corner of said Section 11;

THENCE continue southerly, along the West line of Section 14, Township 21 North, Range 4 East, W.M., in King County, Washington, 329.57 feet;

THENCE east 30 feet to the Southwest corner of Lot 15, Peasley Ridge, according to the plat thereof recorded in Volume 201, Pages 66-71, records of King County, Washington;

THENCE continue easterly, along the South line of said plat, to the Southeast corner of Tract D Peasley Ridge;

THENCE northerly, along the East line of said Tract D, 150 feet, more or less, to the Northwest corner of Lot 2, King County Short Plat No. 1080026R, as recorded under Recording No. 8106080708, records of King County, Washington;

THENCE easterly, along the North line of said Lot 2, to the West line of Lot 1, King County Short Plat No. 1080027, as recorded under Recording No. 8106080709, records of King County, Washington;

THENCE northerly, along the West line of said Lot 1, to the Northwest corner thereof;

THENCE easterly, along the North lines of Lots 1, 2 and 4, of said short plat, to the Northeast corner of said Lot 4;

THENCE East 60 feet to the West line of Lot 19, West Auburn Five-Acre Tracts, according to the plat thereof recorded in Volume 15, Page 12, records of King County, Washington;

THENCE southerly, along the West line of said Lot 19, 9.43 feet;

THENCE easterly, parallel with the North line of said Lot 19, 294.8 feet;

THENCE northerly, parallel with the West line of said Lot 19, 119.43 feet, more or less, to the South margin of South 320th Street;

THENCE easterly, along said south margin of South 320th Street, 150 feet;

THENCE southerly, parallel with the West line of said Lot 19, 119.43 feet;

THENCE easterly, parallel with the North line of said Lot 19, 9.59 feet;

THENCE southerly, parallel with the West line of said Lot 19, 5 feet;

THENCE easterly, parallel with the North line of said Lot 19, 13.53 feet;

THENCE southerly, parallel with the West line of said Lot 19, 178.866 feet, more or less, to the most Northwesterly corner of Lot 4, King County Short Plat No. 278048, as recorded under Recording No. 8004030782, records of King County, Washington;

THENCE southerly, along the West line of said Lot 4, to the Southwest corner thereof and the North line of Lot 2, King County Short Plat No. 1077053, as recorded under Recording No. 7808100856;

THENCE westerly, along the North line of said Lot 2, to the Northwest corner thereof;

THENCE southerly, along the West lines of Lot 2 and Lot 4 of said short plat, to the North line of Lot 30, West Auburn Five-Acre Tracts, according to the plat thereof recorded in Volume 15, Page 12, records of King County, Washington;

THENCE easterly, along the North line of said Lot 30, 147.35 feet;

THENCE southerly, parallel with the East line of said Lot 30, to the centerline of South 324th Street;

THENCE westerly, along said centerline of South 324th Street, to the centerline of 56th Avenue South;

THENCE southerly, along said centerline of 56th Avenue South, to the North margin of State Highway No. 18;

THENCE easterly, along said North margin of State Highway No. 18, to the southerly projection of the centerline of 58th Avenue South;

THENCE southerly, along said centerline of 58th Avenue South, to the North margin of South 336th Street;

THENCE westerly, along said North margin of South 336th Street to the West margin of 56th Avenue South;

THENCE southerly, along said West margin of 56th Avenue South to the North margin of South 340th Street;

THENCE westerly, along said North margin of South 340th Street to the West margin of 55th Avenue South;

THENCE southerly, along said West margin of 55th Avenue South to the South margin of South 348th Street;

THENCE easterly, along said South margin of South 348th Street to the East margin of 56th Avenue South;

THENCE northerly, along said East margin of 56th Avenue South, to the easterly projection of the South line of Lot 24, Block 27, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, records of King County, Washington, and the terminus of this boundary description.

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2005-1038

A RESOLUTION of the Board of Commissioners of the Lakehaven Utility District, King County, Washington, approving an amendment to the sanitary sewer service boundary with the City of Auburn, authorizing the General Manager to execute an agreement reflecting such amendment on behalf of the District and amending District Resolution No. 2004-1006.

WHEREAS, the District is authorized under state law to provide water and sanitary sewer service pursuant to adopted comprehensive plans, and

WHEREAS, under authority of existing regulatory requirements, the District and the City of Auburn have determined to establish, by interlocal agreement, service area boundaries between their respective water and sewer systems, and

WHEREAS, since the adoption of the sewer service area boundary, Auburn and the District have concluded that certain territory within the area designated for sewer service by the District would be better served by Auburn, and

WHEREAS, Auburn and the District have discussed terms for an agreement which would transfer the service jurisdiction for such area to Auburn, and

WHEREAS, the Board believing the transfer of service jurisdiction to be in the best interests of the District

NOW, THEREFORE, **BE IT RESOLVED** as follows:

1. The District hereby approves an amendment to the "Interlocal Agreement Establishing Sanitary Sewer Service Boundaries" with the City of Auburn to provide that the area referenced in Exhibit "A" shall hereinafter be included within the service area jurisdiction of the City of Auburn.
2. The General Manager is hereby directed to execute an agreement with Auburn to provide for such transfer.
3. Resolution No. 2004-1006 is hereby amended in part to reflect the transfer of service jurisdiction herein.
4. This Resolution shall be effective on the date of adoption below.

ADOPTED by the Board of Commissioners of Lakehaven Utility District, King County, Washington, at an open public meeting this 10th day of March, 2005.

ATTEST:

President and Commissioner	Yea	Nay	Abstain
Vice President and Commissioner	Yea	Nay	Abstain
Secretary and Commissioner	Yea	Nay	Abstain
Commissioner	Yea	Nay	Abstain
Commissioner	Yea	Nay	Abstain

Approved as to form:

General Counsel

Appendix A7: Inter-local Agreements and Outside Agency Correspondence

City of Algona

- Sewer Service Boundaries (Resolution 3589)

RESOLUTION NO. 3589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT ESTABLISHING SANITARY SEWER SERVICE BOUNDARIES BETWEEN THE CITY OF AUBURN AND THE CITY OF ALGONA

WHEREAS, pursuant to RCW 35A.11.040 Auburn and Algona have the 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 Algona have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn and Algona have the legal authority to maintain a sewerage system.

NOW, THEREFORE, THE 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 are herewith authorized to execute an Interlocal Agreement establishing sanitary sewer service boundaries between the City of Auburn and the City of Algona in the

form substantially as the agreement attached hereto, marked as Exhibit "1" and incorporated herein by this reference.

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

Section 3. That this resolution shall be in full force and effect upon passage and signatures hereon.

DATED this 21st day of April, 2003.

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 (RES 3589) Sanitary Sewer Boundaries

8/26 Pivot
L-6179

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. 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

EXHIBIT 1

INTERLOCAL AGREEMENT
between
CITY OF ALGONA and CITY OF AUBURN
for the
THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 21st day of April, 2003, by and between the **CITY OF ALGONA**, a Washington municipal corporation (hereinafter referred to as "Algona"), 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 35A.11.040 Auburn and Algona have the 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 Algona have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Auburn and Algona have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Algona sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of the Auburn Sanitary Sewer Service Area; and

WHEREAS, Auburn has evaluated and determined it is in Auburn's best interest to allow Algona to provide sewer service to property within Auburn's municipal boundary that lies adjacent to Algona's sanitary sewer infrastructure; and

WHEREAS, Algona has sufficient capacity within their sanitary sewer facilities to support these adjustments to the existing sewer service areas; and

WHEREAS, the parties desire to allow Algona to construct, reconstruct, repair and maintain sewer facilities, and to authorize connections to Algona's sewer system for service to the areas noted in Exhibit A; and

WHEREAS, Algona's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sewer Service Area.** The parties have agreed to adjust their sewer service area boundary between them. The area to be adjusted is graphically depicted on the map attached hereto as Exhibit "A", which is by this reference incorporated herein. Exhibit "A" represents an increase in Algona's sewer service area and a decrease in Auburn's current sewer service area. Both parties further agree that Algona, in providing sewer service to the additional areas as shown on Exhibit "A", shall be furnishing sewer service to properties within Auburn's water service area and Auburn's municipal jurisdiction in accordance with and subject to the terms and conditions of this Agreement.

2. **Management, Regulation and Control of Sewer System.** Algona shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its sewerage system as installed within the areas described in Exhibit "A", together with any additions, extensions and betterments thereto. Algona shall also be responsible for obtaining all necessary governmental franchises, approvals, easements and permits for the installation, maintenance, and operation of said sewerage systems as described above.

3. **Rates, Charges, Permits, and Billing Responsibilities.** Through this Agreement Auburn is turning over the responsibility to own, operate, and maintain the sanitary sewer system including private side sewers within the public right of way to Algona. Algona shall be the responsible agency to issue sewer certificates of availability for any development located within the area described by Exhibit "A".

No connection or modification shall be made to Algona's sanitary sewer system and or private side sewer services connected to Algona's sewer system unless the property owner first pays the associated fees and submits the proper information to obtain an Algona sanitary sewer permit. Sanitary sewer permits shall be subject to inspection and approval for compliance with Algona's Sanitary Sewer Standards as adopted at the time the connection is made.

The rates charged to Algona's sanitary sewer customers shall be fixed, altered, regulated and controlled by Algona pursuant to all applicable laws or regulations

promulgated on the subject of rates and charges for sewer service. No surcharge shall be charged to the customers served under this agreement on the sole basis that those customers are outside of Algona's city limits.

To establish a quantitative usage, Algona shall manually read Auburn's water meters servicing those properties described in Exhibit "A". Algona shall also have the ability to annually request water usage data from Auburn for said properties.

4. Boundary Review Board. In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Algona or Auburn, the parties will at the time of such service jointly seek approval of the King County Boundary Review Board in accordance with R.C.W. 36.93.090.

5. Comprehensive Sewer Planning. The terms of this Agreement will be included as an element of Auburn and Algona's Comprehensive Sewerage Plans.

6. Reliance. Each party hereto acknowledges that the other will rely upon the terms of this agreement in its comprehensive planning to meet the needs of the service area designated herein.

7. Indemnification. Algona agrees to indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this agreement and/or Algona's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Algona; and provided further, that nothing herein shall require Algona to hold harmless or defend Auburn, its agents, employees, and/or officers, from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering this agreement except as expressly provided herein.

Auburn agrees to indemnify and hold Algona and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever king or nature, brought against Algona arising out of, in connection with, or incident to the execution of this agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Algona, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing

herein shall require Auburn to hold harmless or defend Algona, its agents, employees, and/or officers, from any claims arising from the sole negligence of Algona, its agents, employees, and/or officers. No liability shall attach to Algona by reason of entering this agreement except as expressly provided herein.

8. **Assignment.** The parties shall not assign this agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. **Attorney's Fees.** If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, 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.

10. **Government Approvals.** The parties will give notice of the adoption of this Agreement to King County's Department of Natural Resources – Wastewater Treatment Division, to the Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

11. **Service Amendments.** Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Auburn's Director of Public Works and Algona's Director of Public Works.

12. **Notices.** 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 Algona
Director of Public Works
402 Wards Street
Algona, WA 98001
253-833-2741

City of Auburn
Director of Public Works
25 west Main Street
Auburn, WA 98001
253-931-3010

or to such other representative 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.

13. Alteration, Amendment or Modification. Algona and Auburn hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification. Such written consent(s) shall be filed with this agreement for future reference.

14. Sanctity of Agreement. 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.

15. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Algona or Auburn regarding provision of sewer service, except as specifically set forth herein.

16. Miscellaneous.

A. The captions in this agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.

B. This agreement is established in perpetuity. Modifications can be established upon written agreement between both parties.

C. The purpose of this agreement is to clarify Algona's and Auburn's sanitary sewer responsibilities for providing service and maintaining public sewer facilities.

D. If any term, provision, condition or portion of this Agreement is held to be invalid, or unenforceable by a final decision of any court having jurisdiction on the matter, the remaining of this Agreement or the application of such term or provision to persons or circumstances other then those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Auburn or Algona shall have the right to terminate the Agreement.

E. No modifications or amendments of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

CITY OF ALGONA
Approved by Resolution No. 70303 of the City of Algona, Washington, at its regular meeting held on the 1st day of April, 2003.

By:

GLENN WILSON,
Mayor, City of Algona

Attest:

DANIELLE STAFFORD,
City Clerk, City of Algona

Approved as to form:

GEORGE KELLEY,
City Attorney, City of Algona

CITY OF AUBURN
Approved by Resolution No. 3589, of the City of Auburn, Washington, at its regular meeting held on the 21st day of April, 2003.

By:

PETER B. LEWIS,
Mayor, City of Auburn

Attest:

DANIELLE DASKAM,
City Clerk, City of Auburn

Approved as to form:

DANIEL B. HEID,
City Attorney, City of Auburn

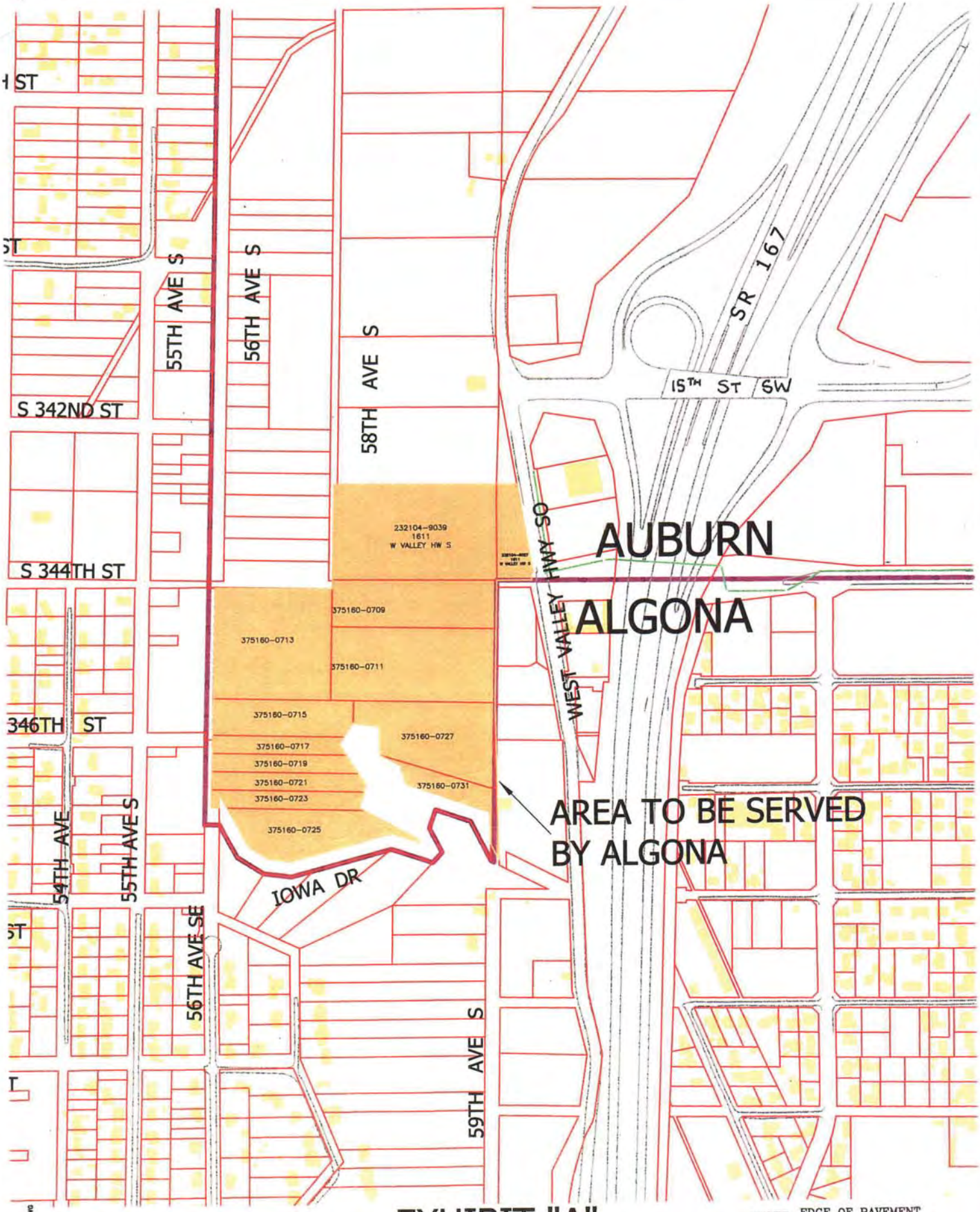


EXHIBIT "A"

Auburn's Sewer Service Area to be Transferred to Algona

EDGE OF PAVEMENT
SEWER
PARCEL/ROW LINE
CITY LIMITS

Exhibit 1
Resolution 3589
Page 7 of 7

PAGE
1 of 1

O:\SEWER\SBFRAN.DWG

Appendix A8: Inter-local Agreements and Outside Agency Correspondence

City of Bonney Lake

- Sewer Service Boundaries (Resolutions 3760 and 3796)
- Right of Way Use Permits (Resolutions 3873 and 1471)

PNWF W2305-12

1

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

#39

RESOLUTION NO. 3760

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.

W I T N E S S E T H:

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;

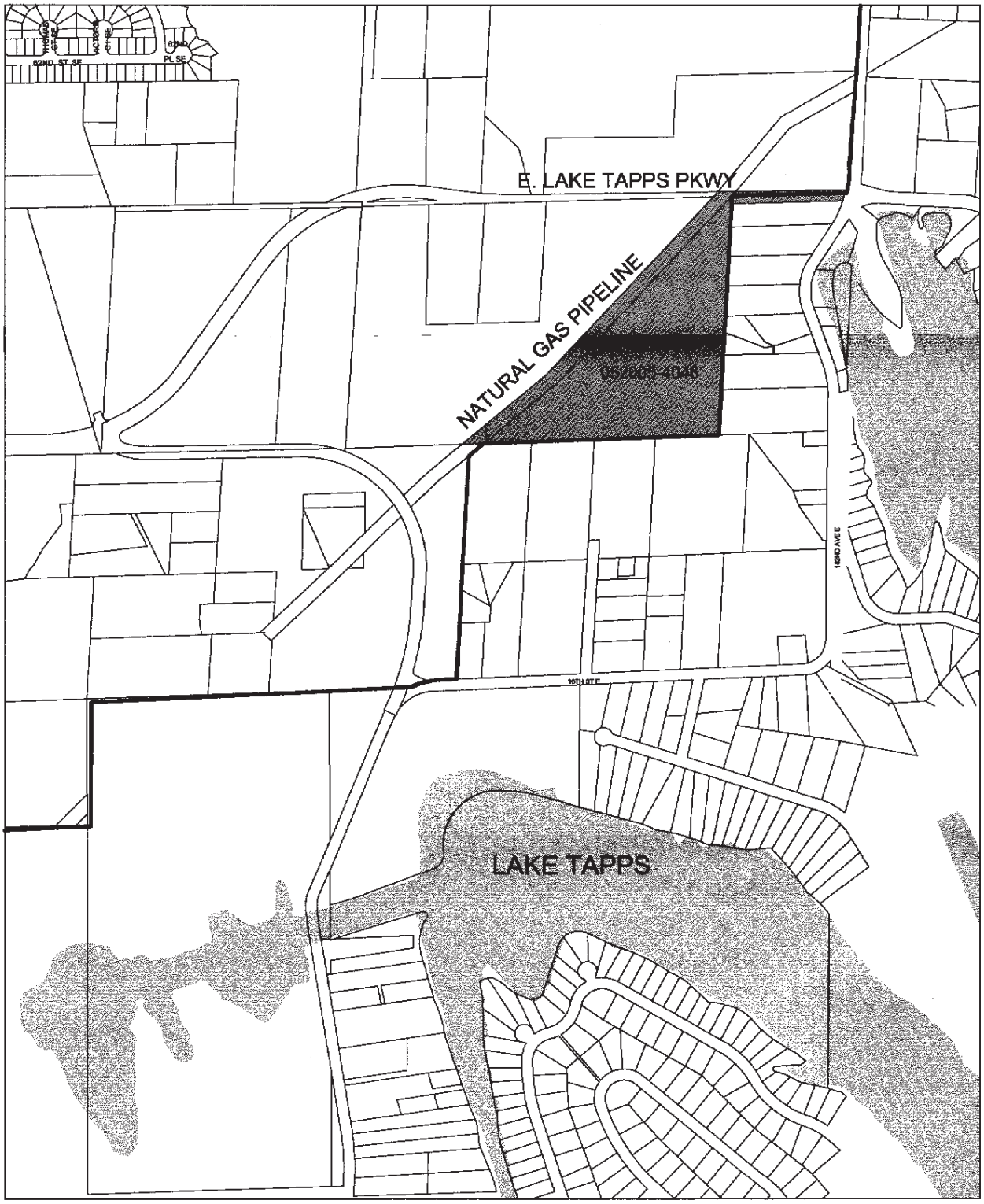
THENCE SOUTHERLY ALONG THE WEST LINE OF 182ND AVENUE EAST AS DESCRIBED IN SAID INSTRUMENT A DISTANCE OF 40 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE LANDS CONVEYED TO PIERCE COUNTY IN DEED RECORDED UNDER AUDITORS FILE NUMBER 9902110924;

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\a\Bonney Lake\Addendum Settlement Legal Description.DOC

EXHIBIT C


E. LAKE TAPPS PKWY
NATURAL GAS PIPELINE
LAKE TAPPS
82ND ST SE
PL SE
184TH AVE E

PNW W2371-13

2

200511100193 14 PGS
11-10-2005 10:49am $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 (Resolution No. 3796)

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

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.

11-1-

RESOLUTION NO. 3796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BONNEY LAKE TO PROVIDE SANITARY SEWER SERVICE FROM AUBURN TO PROPERTY LOCATED WITHIN BONNEY LAKE'S SANITARY SEWER SERVICE AREA

WHEREAS, pursuant to RCW 35A.11.040 Bonney Lake and Auburn have the 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, Bonney Lake and Auburn have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Bonney Lake and Auburn have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system are sized and are situated so as to be capable of affording sewer service to a portion of the Bonney Lake Sanitary Sewer Service Area; and

WHEREAS, Bonney Lake has evaluated and determined it is in Bonney Lake's best interest to establish this Agreement allowing Auburn to provide sewer service to property within Bonney Lake's sanitary sewer service area that lies in the vicinity of Auburn's sanitary sewer infrastructure; and

WHEREAS, Auburn's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

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 Interlocal Agreement with the City of Bonney Lake in substantial conformity with the agreement attached hereto, marked as Exhibit "1" 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 4th day of April, 2005.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:

Daniel B. Heid,
City Attorney

EXHIBIT 1

INTERLOCAL AGREEMENT
between
CITY OF AUBURN and CITY OF BONNEY LAKE
for the
THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

(Fairweather Cove)

Recording # 200511100193

THIS AGREEMENT, made and entered into by and between the **CITY OF AUBURN**, a Washington municipal corporation (hereinafter referred to as "Auburn"), and the **CITY OF BONNEY LAKE**, a Washington municipal corporation, (hereinafter referred to as "Bonney Lake"), both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, pursuant to RCW 35A.11.040 Bonney Lake and Auburn have the 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, Bonney Lake and Auburn have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Bonney Lake and Auburn have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of the Bonney Lake Sanitary Sewer Service Area; and

WHEREAS, Bonney Lake has evaluated and determined it is in Bonney Lake's best interest to establish this Agreement allowing property located within Bonney Lake's sewer service area and designated within Pierce County's Urban Growth Area (CUGA), to connect into Auburn's public sanitary sewer facilities; and

WHEREAS, Auburn recognizes the negative impacts septic tanks can have on water quality and the quality of life within and around Lake Tapps; and

WHEREAS, Auburn has sufficient wastewater conveyance capacity within their sanitary sewer facilities to support these adjustments to the existing sewer service areas; and

WHEREAS, Auburn's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Sewer Service Area. The parties have agreed that Auburn will provide sanitary sewer service to Bonney Lake for a portion of Bonney Lake's sanitary sewer service area as graphically depicted on the map and legally described as Attachment "A", attached hereto, which is by this reference incorporated herein. Attachment "A" represents Bonney Lake's sewer service area that Bonney Lake has negotiated with Auburn for wastewater conveyance and treatment via Auburn and King County facilities. The actual sewer service provider to the area depicted within Attachment "A" shall remain Bonney Lake. Both parties further agree that Auburn and Bonney Lake shall be subject to the terms and conditions of this Agreement.

2. Management, Regulation and Control of Sewer System. Auburn shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its sewerage system as installed within Auburn's sanitary sewer service area. Auburn shall be responsible for obtaining and maintaining a franchise from Pierce County for Auburn facilities located in Pierce County right of way.

Bonney Lake shall have the sole responsibility and authority for those facilities that extend outside of the public right of way within the region depicted within Attachment "A". Bonney Lake shall be responsible for obtaining and maintaining a franchise from Pierce County for Bonney Lake facilities located in Pierce County right of way. Bonney Lake shall be responsible for the issuance of side sewer permits and the inspection of facilities located upon private property. Certificates of sewer availability shall be issued from Auburn to Bonney Lake. Bonney Lake shall be responsible for ensuring the conditions of these certificates are met.

3. Rates, Charges, Permits, and Billing Responsibilities. Auburn rates and connection charges (system development charges) shall be billed from Auburn to Bonney Lake in accordance with existing Auburn City Code at the time of service. Bonney Lake shall provide Auburn with the appropriate information so that accurate billings can be established. Auburn and King County shall have the authority to visit sites, upon threat of termination of service, to verify information provided by the property owner and/or Bonney Lake is accurate. King County's capacity charge shall be billed to the property seeking service directly from King County. Bonney Lake may elect to pay the King County capacity charge directly to King County and collect

the costs with the price of the Bonney Lake permit. Auburn shall issue permits to Bonney Lake prior to Bonney Lake's issuing of permits to the property owners. Neither Auburn nor this agreement governs Bonney Lake's rates and fees to be charged to the property owner for the appropriate Bonney Lake side sewer permit.

For Commercial establishments, no additional connections or modification to existing facilities shall be made that would alter the number of plumbing fixtures in the facilities that convey wastewater to Auburn, unless the property owner first pays the associated fees and submits the proper information to obtain a Bonney Lake sanitary sewer permit. Bonney Lake shall in turn seek an Auburn side sewer permit.

Sanitary sewer permits shall be subject to inspection and approval by Bonney Lake. Bonney Lake shall ensure that compliance with Auburn's Sanitary Sewer Standards, as adopted at the time the connection, is made. With this agreement Bonney Lake is providing Auburn with the right to manually read Bonney Lake's water meters for the properties described in Attachment "A"; however, if requested by Auburn, Bonney Lake shall provide water usage information.

The rates and fees charged to Auburn's sanitary sewer customers shall be fixed, altered, regulated and controlled by Auburn pursuant to all applicable laws and regulations promulgated on the subject of rates and charges for sewer service. No surcharge shall be charged to the customers served under this agreement on the sole basis that those customers are outside of Auburn's city limits.

Auburn shall send bills for sanitary sewer service from said property to Bonney Lake's Finance department once every two months.

4. Boundary Review Board. In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Auburn or Bonney Lake, the parties will at the time of such service jointly seek approval of the Pierce County Boundary Review Board in accordance with R.C.W. 36.93.090.

5. Comprehensive Sewer Planning. The terms of this Agreement will be included as an element of Bonney Lake and Auburn's Comprehensive Sewerage Plans.

6. Reliance. Each party hereto acknowledges that the other will rely upon the terms of this agreement in its comprehensive planning to meet the needs of the service area designated herein.

7. Indemnification. Auburn agrees to indemnify and hold Bonney Lake and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against Bonney Lake arising out of, in connection with, or incident to the execution of this

agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Bonney Lake, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Bonney Lake, its agents, employees, and/or officers, from any claims arising from the sole negligence of Bonney Lake, its agents, employees, and/or officers. No liability shall attach to Bonney Lake by reason of entering this agreement except as expressly provided herein.

Bonney Lake agrees to indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this agreement and/or Bonney Lake's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Bonney Lake; and provided further, that nothing herein shall require Bonney Lake to hold harmless or defend Auburn, its agents, employees, and/or officers, from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering this agreement except as expressly provided herein.

8. Assignment. The parties shall not assign this agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. Attorney's Fees. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, 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.

10. Government Approvals. The parties will give notice of the adoption of this Agreement to King County's Department of Natural Resources – Wastewater Treatment Division, to the Pierce County Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

11. Service Amendments. Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Bonney Lake's Director of Public Works and Auburn's Director of Public Works.

12. Notices. 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
Director of Public Works
25 West Main Street
Auburn, WA 98001

253-931-3010

City of Bonney Lake
Director of Public Works
PO Box 7380
19306 Bonney Lake Blvd
Bonney Lake, WA 98390
253-862-8602

or to such other representative 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.

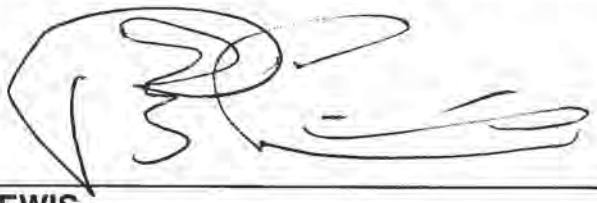
13. Alteration, Amendment or Modification. Auburn and Bonney Lake hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification. Such written consent(s) shall be filed with this agreement for future reference.

14. Sanctity of Agreement. 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.

15. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Auburn or Bonney Lake regarding provision of sewer service, except as specifically set forth herein.

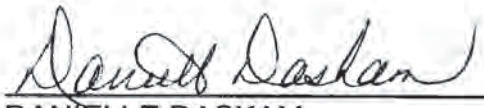
CITY OF AUBURN

Approved by Resolution No. **3796**, of the City of Auburn, Washington, at its regular meeting held on the 4th day of April, 2005.

By: 

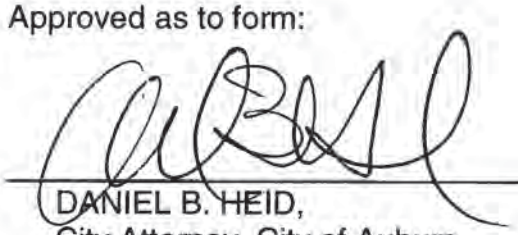
PETER B. LEWIS,
Mayor, City of Auburn

Attest:



DANIELLE DASKAM,
City Clerk, City of Auburn

Approved as to form:



DANIEL B. HEID,
City Attorney, City of Auburn

ATTACHMENT "A"

Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 NORTH, RANGE 5 EAST, LYING EASTERLY OF SUMNER TAPPS HIGHWAY, SOUTHERLY OF NORTH TAPPS ROAD (16^{TH} STREET EAST (FOREST CANYON ROAD)); EASTERLY OF THE PLAT OF LAKE TAPPS TACOMA POINT ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 17 OF PLATS AT PAGES 1 TO 8, INCLUSIVE, AND NORTHERLY OF THE INTAKE CANAL TO LAKE TAPPS, IN PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION LYING WITHIN LAKE TAPPS.

AREA DESCRIBED IS APPROXIMATELY $\pm$ 16.7 ACRES.
PARCEL NUMBER 0520081001

SE QUARTER OF SECTION 8, TOWNSHIP 20 N, RANGE 5 E

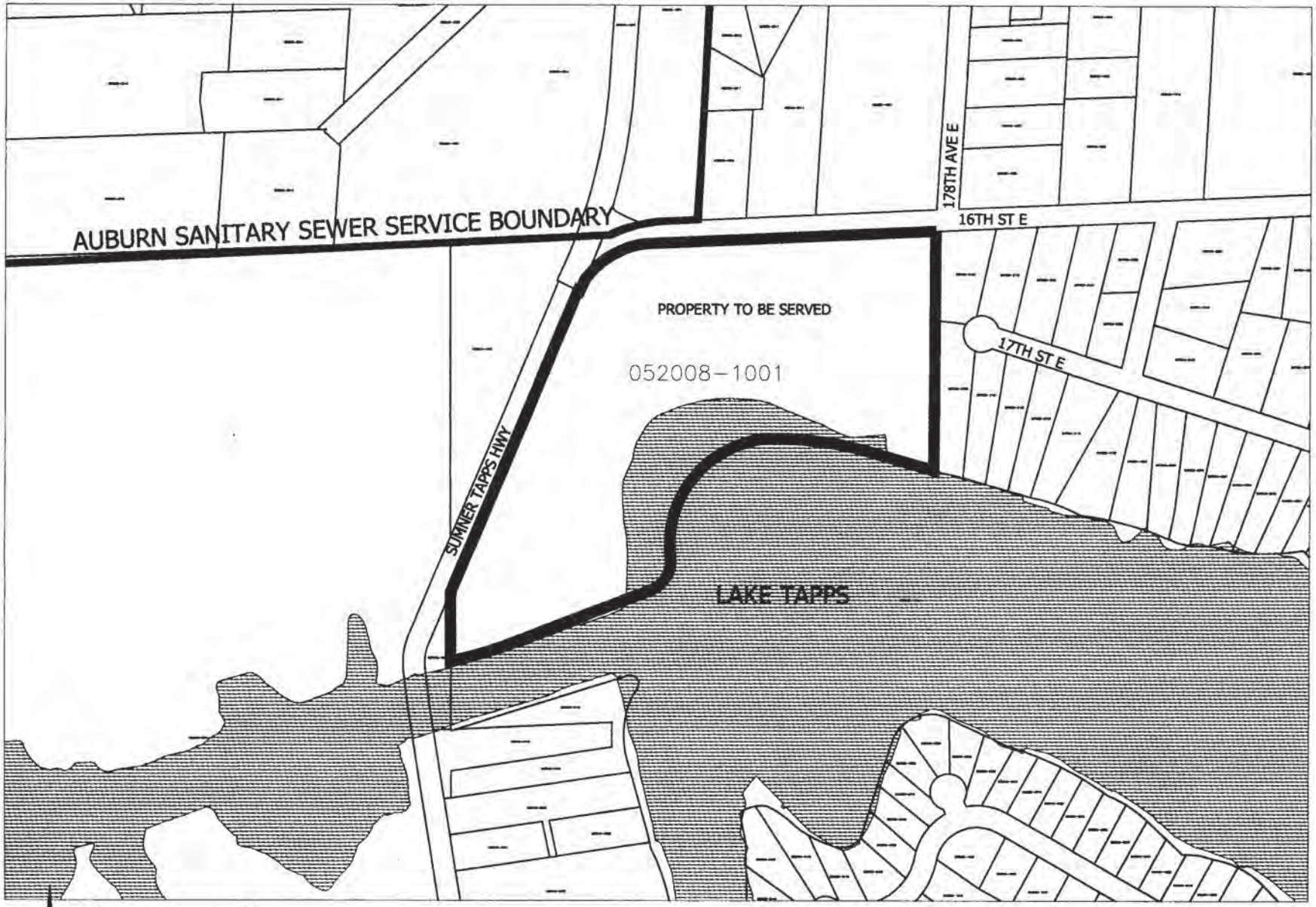


EXHIBIT A
BONNEY LAKE - AUBURN
SANITARY SEWER SERVICE AGREEMENT
FAIRWEATHER COVE

PLOTTED: MARCH 2005

ATTACHMENT "A"
Page 2 of 2

Exhibit 1
Resolution No. 3796
Page 9 of 9

Pierce County Recording
200511100194

RESOLUTION NO. 3873

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BONNEY LAKE FOR THE ESTABLISHMENT OF A RIGHT OF WAY USE PERMIT WITH PIERCE COUNTY

WHEREAS, both Auburn and Bonney Lake are agencies qualified to engage in furnishing sanitary sewer service within their approved service areas; and

WHEREAS, the residential development of "Fairweather Cove" is located within an unincorporated area of Pierce County designated to be serviced with sanitary sewer service from Bonney Lake at approximately 16th Street East and Sumner Tapps Highway,

WHEREAS, Bonney Lake lacks a franchise to operate, maintain, repair, and construct sewer mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way within the area of Pierce County, Washington in which Fairweather Cove is located; and

WHEREAS, Bonney Lake is in the process of completing an update to its Comprehensive Sewer Plan and intends to thereafter apply for, and receive, a franchise with Pierce County to enable it to provide sewer service to that area of Pierce County in which Fairweather Cove is located; and

WHEREAS, Auburn maintains a franchise agreement with Pierce County, dated July 8, 1996, and expiring on July 8, 2021, covering the area of Pierce County in which Fairweather Cove is located; and

WHEREAS, while service through Auburn's sewer system is available, sewer service to Fairweather Cove is more feasible through Bonney Lake's sewer system; and

WHEREAS, Bonney Lake received a request for sewer service to Fairweather Cove from Harbour Homes, the owner thereof, hereinafter referred to as "Developer", in August 2001; and

WHEREAS, Bonney Lake and Auburn are pursuing a separate agreement between them that would allow for Bonney Lake to convey wastewater from a portion of Bonney Lake's service area into Auburn's wastewater conveyance system for treatment and disposal in an effort to provide for the most efficient sewer service to future customers at a reasonable cost; and

WHEREAS, both Bonney Lake and Auburn agree that Fairweather Cove is best served by Bonney Lake under an interlocal agreement with Auburn; and

WHEREAS, Bonney Lake entered into a Developer Public Facility Extension Agreement ("Extension Agreement"), with the Developer under which the Developer is required to construct necessary public improvements to serve Fairweather Cove; and

WHEREAS, Auburn is willing to accept interim ownership and to assume interim responsibility for operation and maintenance of the Developer's public sewer improvements, subject to the terms, limitations, and conditions of this Agreement; and

WHEREAS, Bonney Lake is willing to accept transfer of ownership and responsibility for operation and maintenance of the Developer's public

sewer improvements upon obtaining a sanitary sewer franchise from Pierce County to serve the area in which Fairweather Cove is located.

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 interlocal agreement with the City of Bonney Lake, in substantial conformity with the agreement attached hereto, marked as Exhibit 1 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 18th day of July, 2005.

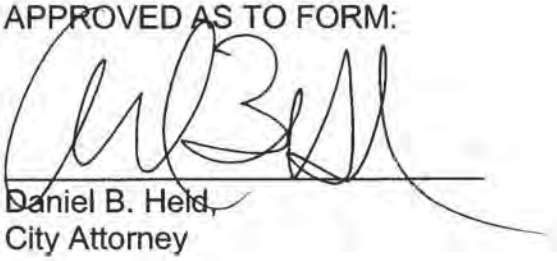
CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Held,
City Attorney

EXHIBIT 1

AUBURN – BONNEY LAKE INTERLOCAL AGREEMENT For Pierce County Right of Way Permit

(Fairweather Cove)

This Agreement entered into by and between the City of Bonney Lake, a municipal corporation of the State of Washington (hereinafter "Bonney Lake"), and the City of Auburn, a municipal corporation of the State of Washington (hereinafter "Auburn").

WHEREAS, both Auburn and Bonney Lake are agencies qualified to engage in furnishing sanitary sewer service within their approved service areas; and

WHEREAS, the residential development of "Fairweather Cove" is located within an unincorporated area of Pierce County designated to be serviced with sanitary sewer service from Bonney Lake at approximately 16th Street East and Sumner Tapps Hwy.,

WHEREAS, Bonney Lake lacks a franchise to operate, maintain, repair, and construct sewer mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way within the area of Pierce County, Washington in which Fairweather Cove is located; and

WHEREAS, Bonney Lake is in the process of completing an update to its Comprehensive Sewer Plan and intends to thereafter apply for, and receive, a franchise with Pierce County to enable it to provide sewer service to that area of Pierce County in which Fairweather Cove is located; and

WHEREAS, Auburn maintains a franchise agreement with Pierce County, dated July 8, 1996, and expiring on July 8, 2021, covering the area of Pierce County in which Fairweather Cove is located; and

WHEREAS, while service through Auburn's sewer system is available, sewer service to Fairweather Cove is more feasible through Bonney Lake's sewer system; and

WHEREAS, Bonney Lake received a request for sewer service to Fairweather Cove from Harbour Homes, the owner thereof, hereinafter referred to as "Developer", in August 2001; and

WHEREAS, Bonney Lake and Auburn are pursuing a separate agreement between them that would allow for Bonney Lake to convey wastewater from a portion of Bonney Lake's service area into Auburn's wastewater conveyance system for treatment and disposal in an effort to provide for the most efficient sewer service to future customers at a reasonable cost; and

WHEREAS, both Bonney Lake and Auburn agree that Fairweather Cove is best served by Bonney Lake under an interlocal agreement with Auburn; and

WHEREAS, Bonney Lake entered into a Developer Public Facility Extension Agreement ("Extension Agreement"), with the Developer under which the Developer is required to construct necessary public improvements to serve Fairweather Cove; and

WHEREAS, Auburn is willing to accept interim ownership and to assume interim responsibility for operation and maintenance of the Developer's public sewer improvements, subject to the terms, limitations, and conditions of this Agreement; and

WHEREAS, Bonney Lake, shall accept transfer of ownership and responsibility for operation and maintenance of the Developer's public sewer improvements upon obtaining a sanitary sewer franchise from Pierce County to serve the area in which Fairweather Cove is located.

NOW, THEREFORE BE IT AGREED AS FOLLOWS:

1. Consistent with the terms of this Agreement and Auburn's sewer franchise agreement with Pierce County, Auburn shall own, operate, and maintain, for the period of time described herein, public sewer improvements for Fairweather Cove, constructed pursuant to the Extension Agreement between Bonney Lake and Developer, to the point of connection of said improvements with Auburn's existing gravity sewer located along the Sumner Lake Tapps Hwy. Auburn shall receive wastewater from Fairweather Cove through these improvements, and shall provide sewer service from this point through Auburn's conveyance system to King County's conveyance system for ultimate disposal at the King County sewer treatment plant located in Renton, Washington.

2. Bonney Lake shall administer all aspects of the Extension Agreement, including the construction of the sewer improvements required to serve Fairweather Cove to Bonney Lake standards. Auburn shall have the right to inspect and approve plans for and construction of the public sewer improvements required to serve Fairweather Cove as necessary to comply with Auburn's sewer franchise with Pierce County. Upon request from Bonney Lake, Auburn shall

apply for the R-O-W permit required from Pierce County for construction of the Developer's public sewer improvements in Pierce County right-of-way.

3. Auburn and Bonney Lake shall work in good faith to review all project plans, and to inspect all project construction, in a timely manner, and, where and when appropriate, to modify Bonney Lake's standards to facilitate compliance with the terms and conditions of Auburn's sewer franchise with Pierce County. Bonney Lake agrees that it shall be responsible to comply with any requirements that may be generated if this Agreement is submitted to the Pierce County Boundary Review Board for approval.

4. Upon Developer's completion of construction of sewer improvements and satisfaction of all terms and conditions of the Extension Agreement Bonney Lake shall transfer temporary ownership to Auburn, for all public sewer improvements in Pierce County required to serve Fairweather Cove.

5. Following satisfactory completion of the sewer improvements, property owners within Fairweather Cove may apply for connection to the sewer system as single-family residential customers of the Bonney Lake Sewer Utility. Connection charges, monthly rates and other charges shall be collected as defined by the Auburn - Bonney Lake Interlocal Agreement for the Establishment of Sanitary Sewer Service Boundaries attached hereto and incorporated herein by this reference as Attachment B (Auburn Resolution No. 3796).

6. In consideration of the receipt of the charges referenced in paragraph 5 above, Bonney Lake agrees to provide the operation, repair and maintenance, both ordinary and extraordinary, of the Auburn-owned public sewer improvements for Fairweather Cove, as referenced in paragraph 4 of this Agreement. If any such operation and maintenance triggers any of the provisions of Auburn's sewer franchise with Pierce County, Bonney Lake shall promptly notify Auburn. Bonney Lake shall abide by any such provisions at the sole discretion of Auburn and at the sole cost of Bonney Lake.

7. Upon Bonney Lake's written notice to Auburn that it has secured a sewer franchise with Pierce County for the area of Pierce County in which the Fairweather Cove development is located, a copy of which franchise shall be provided with the written notice to Auburn, Auburn shall, by bill of sale, immediately thereafter transfer ownership of the facilities temporarily owned by Auburn pursuant to this Agreement, to Bonney Lake.

8. Bonney Lake agrees to reimburse Auburn for all expenses incurred by Auburn, including the cost of time spent by Auburn employees calculated at labor rates used to establish Auburn's fees and charges, in connection with this Agreement and the provision of service to Bonney Lake's customers pursuant to the provisions herein. Auburn agrees to submit to Bonney Lake, no less than

annually, a statement of charges due and Bonney Lake shall pay the same within 45 days of the billing date. The parties agree to work cooperatively to resolve any dispute that may arise with respect to any such billing.

9. This Agreement may be terminated or modified, but only as agreed to in writing by both the parties.

10. Bonney Lake and Auburn agree to indemnify, defend and hold each other harmless from and against any loss, cost, damage, or expense of any kind arising out of injury to person or damage to property in any manner caused by the parties' own negligent conduct in the performance of this interlocal agreement.

11. This Agreement constitutes the only agreement between the parties concerning sewer service to the Fairweather Cove Development and nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Bonney Lake or Auburn regarding the provision of sewer service within their respective service areas except as specifically set forth herein.

CITY OF AUBURN

Approved by Resolution No. 3873 of the City of Auburn, Washington, at its regular meeting held on the 18th day of July, 2005.

By: _____

Peter B. Lewis, Mayor
City of Auburn

Attest:

_____

Danielle Daskam, City Clerk

Approved as to form:

_____

Daniel B. Heid, City Attorney

CITY OF BONNEY LAKE
Approved by Resolution No. 1471 of the City of Bonney Lake, Washington, at its regular meeting held on the 9th day of August 2005.

By: _____

Bob Young, Mayor
City of Bonney Lake

Attest:

_____

Woody Edvalson, City Clerk

Approved as to form:

_____

James Dionne, City Attorney

ATTACHMENT "B"

INTERLOCAL AGREEMENT
between
CITY OF AUBURN and CITY OF BONNEY LAKE
for the
THE ESTABLISHMENT OF SANITARY SEWER SERVICE BOUNDARIES

(Fairweather Cove)

THIS AGREEMENT, made and entered into by and between the **CITY OF AUBURN**, a Washington municipal corporation (hereinafter referred to as "Auburn"), and the **CITY OF BONNEY LAKE**, a Washington municipal corporation, (hereinafter referred to as "Bonney Lake"), both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, pursuant to RCW 35A.11.040 Bonney Lake and Auburn have the 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, Bonney Lake and Auburn have the legal authority to cooperate with other localities on the basis of mutual advantage and provision of services; and

WHEREAS, pursuant to RCW 35A.21.150 Bonney Lake and Auburn have the legal authority to maintain a sewerage system; and

WHEREAS, the parties recognize the responsibility of public sanitary sewer utilities to provide efficient and reliable service to their customers at reasonable cost; and

WHEREAS, portions of the Auburn sanitary sewer system have been sized and are situated so as to be capable of affording sewer service to a portion of the Bonney Lake Sanitary Sewer Service Area; and

WHEREAS, Bonney Lake has evaluated and determined it is in Bonney Lake's best interest to establish this Agreement allowing property located within Bonney Lake's sewer service area and designated within Pierce County's Urban Growth Area (CUGA), to connect into Auburn's public sanitary sewer facilities; and

WHEREAS, Auburn recognizes the negative impacts septic tanks can have on water quality and the quality of life within and around Lake Tapps; and

ATTACHMENT "B"

WHEREAS, Auburn has sufficient wastewater conveyance capacity within their sanitary sewer facilities to support these adjustments to the existing sewer service areas; and

WHEREAS, Auburn's delivery of sewer service to these areas will provide the maximum efficiency in the use of existing and future facilities, together with orderly and efficient sanitary sewer planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sewer Service Area.** The parties have agreed that Auburn will provide sanitary sewer service to Bonney Lake for a portion of Bonney Lake's sanitary sewer service area as graphically depicted on the map and legally described as Attachment "A", attached hereto, which is by this reference incorporated herein. Attachment "A" represents Bonney Lake's sewer service area that Bonney Lake has negotiated with Auburn for wastewater conveyance and treatment via Auburn and King County facilities. The actual sewer service provider to the area depicted within Attachment "A" shall remain Bonney Lake. Both parties further agree that Auburn and Bonney Lake shall be subject to the terms and conditions of this Agreement.

2. **Management, Regulation and Control of Sewer System.** Auburn shall have the sole responsibility and authority to construct, maintain, manage, conduct and operate its sewerage system as installed within Auburn's sanitary sewer service area. Auburn shall be responsible for obtaining and maintaining a franchise from Pierce County for Auburn facilities located in Pierce County right of way.

Bonney Lake shall have the sole responsibility and authority for those facilities that extend outside of the public right of way within the region depicted within Attachment "A". Bonney Lake shall be responsible for obtaining and maintaining a franchise from Pierce County for Bonney Lake facilities located in Pierce County right of way. Bonney Lake shall be responsible for the issuance of side sewer permits and the inspection of facilities located upon private property. Certificates of sewer availability shall be issued from Auburn to Bonney Lake. Bonney Lake shall be responsible for ensuring the conditions of these certificates are met.

3. **Rates, Charges, Permits, and Billing Responsibilities.** Auburn rates and connection charges (system development charges) shall be billed from Auburn to Bonney Lake in accordance with existing Auburn City Code at the time of service. Bonney Lake shall provide Auburn with the appropriate information so that accurate billings can be established. Auburn and King County shall have the authority to visit sites, upon threat of termination of service, to verify information provided by the

ATTACHMENT "B"

property owner and/or Bonney Lake is accurate. King County's capacity charge shall be billed to the property seeking service directly from King County. Bonney Lake may elect to pay the King County capacity charge directly to King County and collect the costs with the price of the Bonney Lake permit. Auburn shall issue permits to Bonney Lake prior to Bonney Lake's issuing of permits to the property owners. Neither Auburn nor this agreement governs Bonney Lake's rates and fees to be charged to the property owner for the appropriate Bonney Lake side sewer permit.

For Commercial establishments, no additional connections or modification to existing facilities shall be made that would alter the number of plumbing fixtures in the facilities that convey wastewater to Auburn, unless the property owner first pays the associated fees and submits the proper information to obtain a Bonney Lake sanitary sewer permit. Bonney Lake shall in turn seek an Auburn side sewer permit.

Sanitary sewer permits shall be subject to inspection and approval by Bonney Lake. Bonney Lake shall ensure that compliance with Auburn's Sanitary Sewer Standards, as adopted at the time the connection, is made. With this agreement Bonney Lake is providing Auburn with the right to manually read Bonney Lake's water meters for the properties described in Attachment "A"; however, if requested by Auburn, Bonney Lake shall provide water usage information.

The rates and fees charged to Auburn's sanitary sewer customers shall be fixed, altered, regulated and controlled by Auburn pursuant to all applicable laws and regulations promulgated on the subject of rates and charges for sewer service. No surcharge shall be charged to the customers served under this agreement on the sole basis that those customers are outside of Auburn's city limits.

Auburn shall send bills for sanitary sewer service from said property to Bonney Lake's Finance department once every two months.

4. Boundary Review Board. In the event that implementation of the terms hereof results in permanent sewer service to areas that will be outside the respective service boundaries of Auburn or Bonney Lake, the parties will at the time of such service jointly seek approval of the Pierce County Boundary Review Board in accordance with R.C.W. 36.93.090.

5. Comprehensive Sewer Planning. The terms of this Agreement will be included as an element of Bonney Lake and Auburn's Comprehensive Sewerage Plans.

6. Reliance. Each party hereto acknowledges that the other will rely upon the terms of this agreement in its comprehensive planning to meet the needs of the service area designated herein.

ATTACHMENT "B"

7. Indemnification. Auburn agrees to indemnify and hold Bonney Lake and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against Bonney Lake arising out of, in connection with, or incident to the execution of this agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Bonney Lake, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Bonney Lake, its agents, employees, and/or officers, from any claims arising from the sole negligence of Bonney Lake, its agents, employees, and/or officers. No liability shall attach to Bonney Lake by reason of entering this agreement except as expressly provided herein.

Bonney Lake agrees to indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loses, damages or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this agreement and/or Bonney Lake's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Bonney Lake; and provided further, that nothing herein shall require Bonney Lake to hold harmless or defend Auburn, its agents, employees, and/or officers, from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering this agreement except as expressly provided herein.

8. Assignment. The parties shall not assign this agreement or any interest, obligation or duty therein without the express written consent of the other party.

9. Attorney's Fees. If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, 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.

ATTACHMENT "B"

10. Government Approvals. The parties will give notice of the adoption of this Agreement to King County's Department of Natural Resources – Wastewater Treatment Division, to the Pierce County Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

11. Service Amendments. Any changes to the service areas described herein shall be by mutual agreement. Each party may give permission to the other on a case-by-case basis to provide service by one party into the other party's adjacent or nearby service area based upon considerations of economic efficiency for providing the service with mutual consent of Bonney Lake's Director of Public Works and Auburn's Director of Public Works.

12. Notices. 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
Director of Public Works
25 West Main Street
Auburn, WA 98001

253-931-3010

City of Bonney Lake
Director of Public Works
PO Box 7380
19306 Bonney Lake Blvd
Bonney Lake, WA 98390
253-862-8602

or to such other representative 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.

13. Alteration, Amendment or Modification. Auburn and Bonney Lake hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification. Such written consent(s) shall be filed with this agreement for future reference.

14. Sanctity of Agreement. 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.

15. Obligation Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either Auburn or Bonney Lake regarding provision of sewer service, except as specifically set forth herein.

16. Miscellaneous.

A. The captions in this agreement are for convenience only and do not in any way limit or amplify the provisions of this agreement.

B. This agreement is established in perpetuity. Modifications can be established upon written agreement between both parties.

C. The purpose of this agreement is to clarify Auburn's and Bonney Lake's sanitary sewer responsibilities for providing service and maintaining public sewer facilities.

D. If any term, provision, condition or portion of this Agreement is held to be invalid, or unenforceable by a final decision of any court having jurisdiction on the matter, the remaining of this Agreement or the application of such term or provision to persons or circumstances other then those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Bonney Lake or Auburn shall have the right to terminate the Agreement.

E. No modifications or amendments of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

ATTACHMENT "B"

CITY OF BONNEY LAKE
Approved by Resolution No. _____ of the City of Bonney Lake, Washington, at its regular meeting held on the _____ day of _____, 2005.

By:

_____
ROBERT YOUNG,
Mayor, City of Bonney Lake

Attest:

_____
HARWOOD T. EDVALSON
City Clerk, City of Bonney Lake

Approved as to form:

_____
JAMES DIONNE,
City Attorney, City of Bonney Lake

CITY OF AUBURN
Approved by Resolution No. **3796**, of the City of Auburn, Washington, at its regular meeting held on the _____ day of _____, 2005.

By:

_____
PETER B. LEWIS,
Mayor, City of Auburn

Attest:

_____
DANIELLE DASKAM,
City Clerk, City of Auburn

Approved as to form:

_____
DANIEL B. HEID,
City Attorney, City of Auburn

ATTACHMENT "B"

ATTACHMENT "A"

Legal Description

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 NORTH, RANGE 5 EAST, LYING EASTERLY OF SUMNER TAPPS HIGHWAY, SOUTHERLY OF NORTH TAPPS ROAD (16^{TH} STREET EAST (FOREST CANYON ROAD)); EASTERLY OF THE PLAT OF LAKE TAPPS TACOMA POINT ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 17 OF PLATS AT PAGES 1 TO 8, INCLUSIVE, AND NORTHERLY OF THE INTAKE CANAL TO LAKE TAPPS, IN PIERCE COUNTY, WASHINGTON. EXCEPT THAT PORTION LYING WITHIN LAKE TAPPS.

AREA DESCRIBED IS APPROXIMATELY $\pm$ 16.7 ACRES.
PARCEL NUMBER 0520081001

SE QUARTER OF SECTION 8, TOWNSHIP 20 N, RANGE 5 E

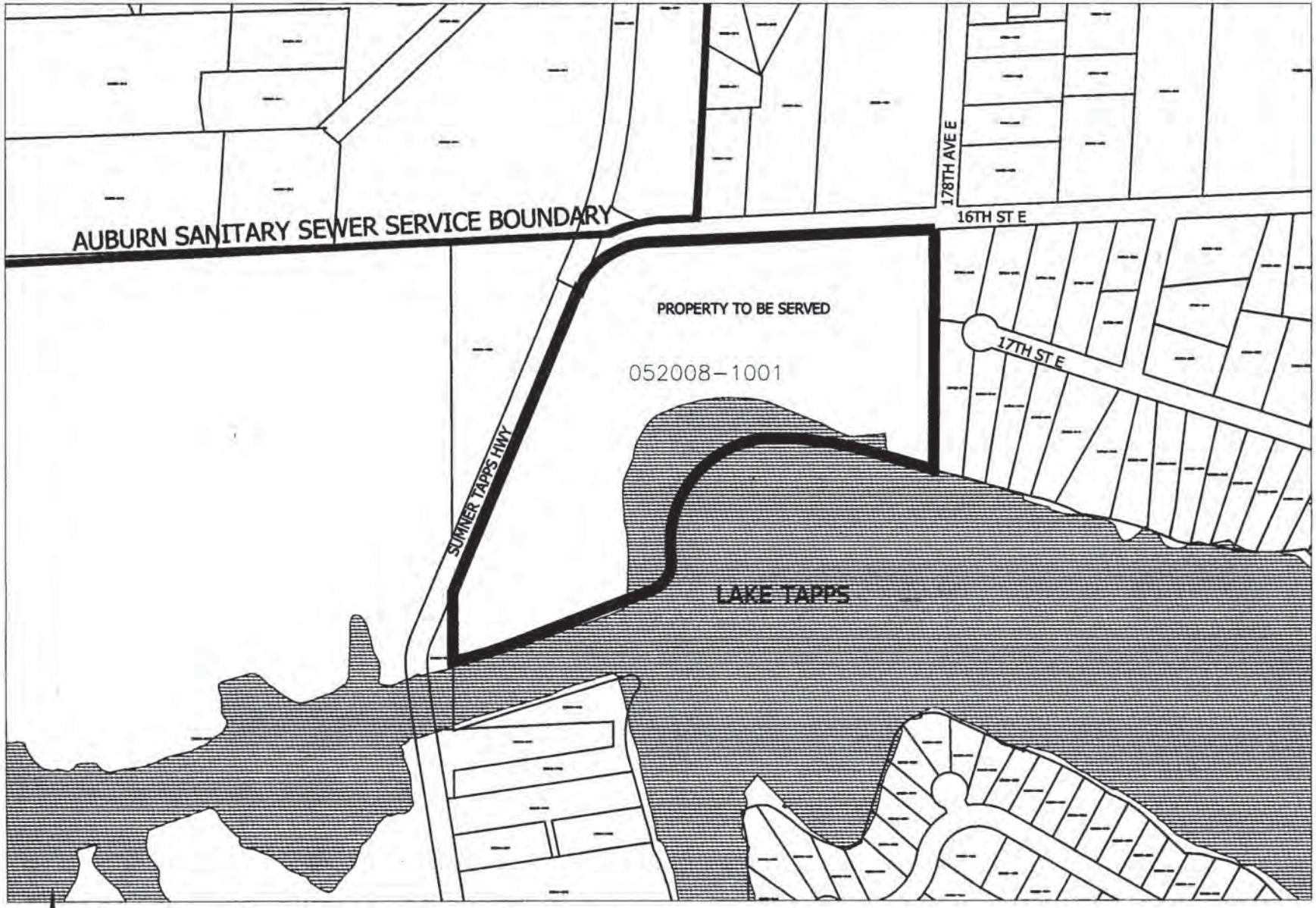


EXHIBIT A
BONNEY LAKE - AUBURN
SANITARY SEWER SERVICE AGREEMENT
FAIRWEATHER COVE

PLOTTED: MARCH 2005

ATTACHMENT "A"
Page 2 of 2

RESOLUTION NO. 1471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN CITY OF AUBURN AND CITY OF BONNEY LAKE PIERCE COUNTY RIGHT OF WAY PERMIT FOR SEWER SERVICE TO FAIRWEATHER COVE.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract attached hereto and incorporated herein by this reference.

PASSED by the City Council this 9th day of August 2005.

Robert Young, Mayor

ATTEST:

Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

James Dionne, City Attorney

Appendix B: Hydraulic Capacity Analysis

Brown AND Caldwell

701 Pike Street Suite 1200
Seattle, WA 98101

T: 206.621.0100
F: 206.749.2200

Technical Memorandum

Prepared for: City of Auburn

Project Title: Sanitary Sewer Comprehensive Plan

Project No.: 145308

Technical Memorandum

Subject: Sanitary Sewer Model Development

Date: March 9, 2015

To: Robert Elwell, P.E.

From: Justin Twenter, P.E.

Prepared by: _____
Brent Robinson, P.E.

Reviewed by: _____
Nathan Foged, P.E.

Table of Contents

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List of Abbreviations

BC	Brown and Caldwell
CIP	capital improvement project
City	City of Auburn
DHI	Danish Hydraulic Institute
DWF	dry weather flow
ET	evapotranspiration
ft3	cubic foot/feet
GIS	Geographic Information System
gpcd	gallons per capita per day
HGL	hydraulic grade line
H&H	hydrologic and hydraulic
ID	identification
KC	King County
LOS	level of service
mgd	million gallon(s) per day
MH	manhole
PS	pump station
RDII	rainfall-derived inflow and infiltration
SR	State Route
SRT	Stuck River Trunk
SSA	sewer service area
TAZ	Traffic Analysis Zone
WWHM	Western Washington Hydrology Model

Section 1: Introduction

As part of the 6-year comprehensive planning effort, Brown and Caldwell (BC) developed a hydrologic and hydraulic (H&H) model of the City of Auburn's (City) sewer collection system. The objective of the modeling effort was to characterize the magnitude and volume of rainfall-derived inflow and infiltration (RDII) entering the sewer system during wet weather events and to evaluate whether that RDII causes surcharge beyond the established level of service (LOS) and/or surface flooding during a 20-year storm in baseline (year 2014) conditions as well as future conditions in year 2020 (6-year scenario) and year 2034 (20-year scenario) conditions. This document describes the analysis periods covered in this effort, driving data used to build the model, calibration of the model, and hydraulic results from the 20-year storm simulations. In general, the City's sewer system infrastructure performs well in a 20-year storm. The modeling analysis indicated that no capital improvement projects (CIPs) are required to address hydraulic capacity restrictions in City-owned pipes in the existing or future 6-year conditions. The future 20-year condition indicates an area of hydraulic restriction upstream of the Verdana Pump Station (PS); however, CIPs are not planned from 20-year condition simulation results.

Section 2: Modeling Scenarios

Four scenarios were analyzed for this modeling effort. For each case, the model was modified to represent H&H conditions at a particular point in time. Each of the modeling scenarios are described below:

- **Calibration period:** Flow data used to calibrate the model were collected between September 2009 and May 2011. In order to calibrate the model's hydrology appropriately, the modeled collection system flow paths needed to be representative of that time period. Trunk line and pump station upgrades made between the calibration period and current conditions were left out of the model for model calibration.
- **Baseline conditions:** The major change between the calibration period and baseline 2014 conditions came from the construction of the Stuck River Trunk (SRT) and four pump station modifications. The SRT diverts flow east from the intersection of K Street SE and 17th Street SE to the Auburn West Interceptor along C Street SW (see additional description in Section 5.3.3. Before 2014, the Valley Meadows and White Mountain pump stations were decommissioned, the Verdnana pump station was constructed, and the Ellingson and Dogwood pump stations were upgraded. All of these changes were reflected in the model to represent baseline conditions.
- **6-year planning horizon:** Wastewater planners plan 6 years out, so, based on 2014 data, population growth and RDII increases in the system are projected for 2020. Plans to re-route the discharges from King County's (KC's) Pacific PS are also included in this simulation because it is expected to be re-routed in the near future.
- **20-year planning horizon:** Wastewater planners also plan 20 years out, so, based on 2014 data, population growth and RDII increases in the system are projected for 2034. The 20-year planning horizon looks for long term changes in the sewer system and the results are used to indicate areas to observe, rather than inform immediate capital improvement projects.

Section 3: Flow Monitoring Data

The KC Flow Monitoring program deployed between 80 and 120 flow monitors throughout the KC conveyance system to measure sanitary sewer flows for system management and capital facilities planning. Fourteen of those monitors measure flows from KC mainlines that service areas within the city of Auburn.

The data from those monitors are used in this study to characterize dry weather flow (DWF) patterns and to perform model calibration. The flow monitoring locations are described in Table 3-1. Figure 3-1 presents a map of the city of Auburn with the flow monitors located and their tributary upstream basins delineated. These basins are called “monitoring basins.”

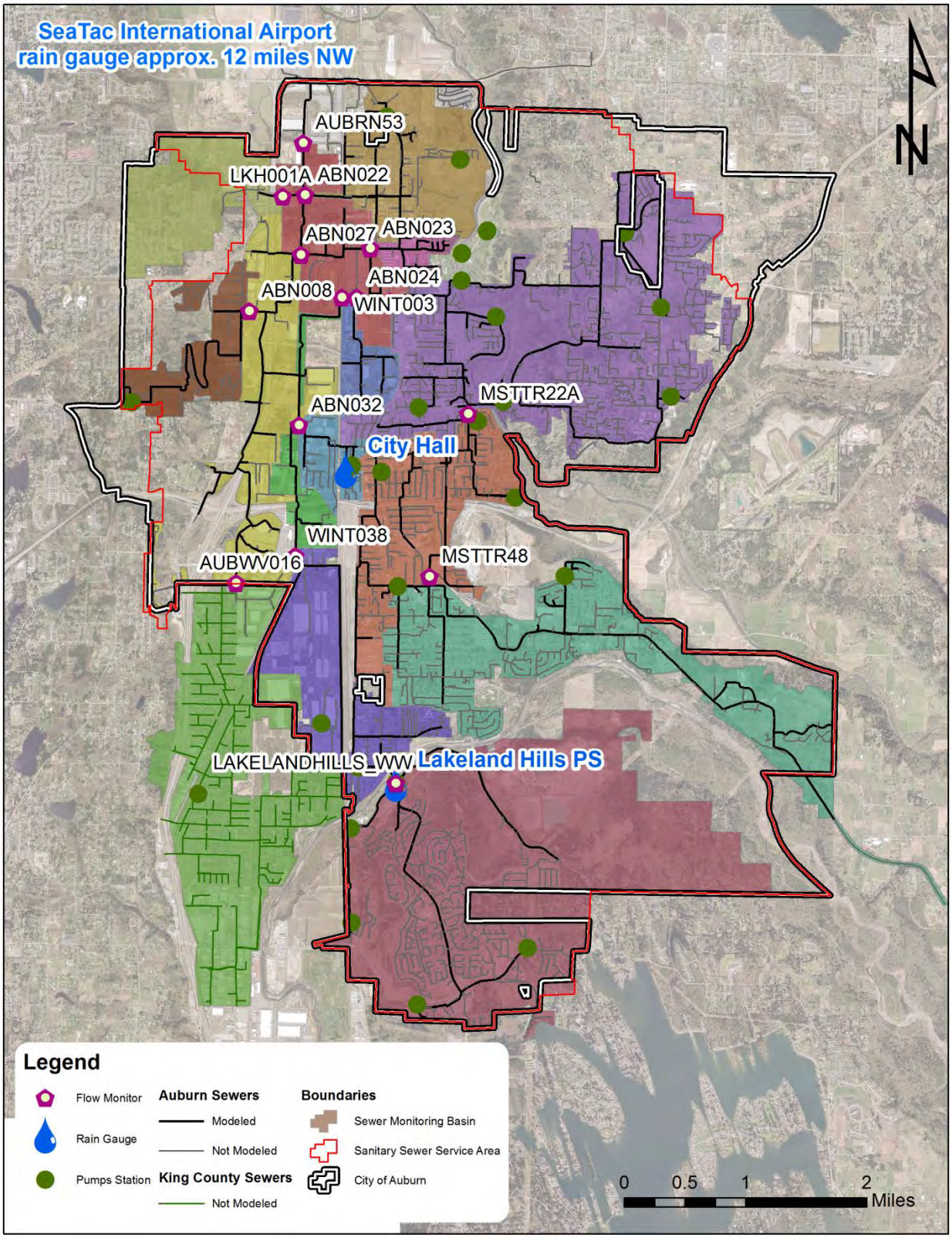

Figure 3-1. Auburn area flow monitors

Table 3-1 provides a location description for each of the flow monitors used in this study and the date ranges of the monitors' available data. In general, each flow monitor provided two wet seasons of data.

Table 3-1. King County Flow Monitors

Monitor ID	Location	Date range
ABN008	20th St. NW at West Valley Hwy.	7/29/2009–5/23/2011
ABN022	37th St. NW east of 1st St. NW	7/30/2009–5/23/2011
ABN023	30th St. NW west of C St. NE	9/1/2009–5/17/2011
ABN027	29th St. NW at Interurban Trail	8/10/2009–5/22/2011
ABN032	Between Clay St. NW and H St. NW south of 6th St. NW	7/28/2009–5/16/2011
AUBRN53	44th St. NW east of I St. NW	9/1/2009–5/16/2011
AUBWV016	Boundary Blvd. SW at O Street SW	9/1/2009–5/18/2011
LAKELANDHILLS_WW	Lakeland Hills PS northwest of Oravetz Rd. SE	3/4/2010–7/25/2011
LKH001A	37th St. NW west of 1st St. NW	9/17/2009–5/16/2011
MSTTR02A	23rd Street NE at E Street NE	8/6/2009–5/23/2011
MSTTR22A	Henry Rd. NE north of 6th St. NE	8/3/2009–5/16/2011
MSTTR48	K St. SE north of 17th St. SE	9/1/2009–5/18/2011
WINT003	B St. NW north of 16th St. NW	9/1/2009–5/18/2011
WINT038	Interurban Trail north of 15th St. SW	9/28/2009–5/23/2011

Because the model's hydrologic parameter sets are defined by monitoring basin, the boundaries in Figure 3-1 also define the extent of each of the calibration models. In other words, the portions of the model defined by the monitoring basin boundaries were calibrated independently of each other as calibration basins. This is described in further detail in Section 6.3.

Section 4: Climatic Data

Rainfall and evapotranspiration (ET) time series data are required to simulate RDII processes within the hydrologic model. The following sections describe the development of these data for use in hydrologic model calibration and long-term model simulations.

4.1 Rainfall

BC developed a rainfall time series with 15-minute time increments based on data from several rain gauges. Rainfall measurements recorded at the City's rain gauge located at Auburn City Hall were used for the model calibration period (August 2009 through May 2011) because the City Hall gauge is located closest in proximity to the flow monitoring basins.

For the times when the City Hall gauge was uninstalled or malfunctioning, the data gaps were filled with rainfall collected at the Lakeland Hills PS, which is operated by KC and made available for free at the King County Hydrologic Information Center (King County, 2014). A comparison of rainfall totals for the Auburn City Hall gauge and the Lakeland Hills gauge over the period January 1, 2010, through April 30, 2011 (where data exist for both gauges) indicated that the Lakeland Hills gauge recorded 8.6 percent more rainfall than

the City Hall gauge, which is considered acceptable based on best practices and engineering judgment for comprehensive planning analysis.

Local rainfall data were appended with 61 years of rainfall from Sea-Tac International Airport to create a long-term rainfall record that can be used to analyze wet weather frequency. The Sea-Tac data were extracted from the Western Washington Hydrology Model (WWHM 2012). Data priority in the record was given to the nearest gauges, with gauges farther outside of Auburn used only when necessary to complete the long-term record. Table 4-1 lists the rainfall data sources, date ranges used to compile the long-term record, and notes associated with the use of the data.

Table 4-1. Long Term Rainfall Sources and Dates

Gauge location	Data source	Start date	End date	Notes
Sea-Tac Airport	WWHM 2012	10/1/1948	12/31/2009	15-minute rainfall, used only in long-term simulations
Auburn City Hall	City of Auburn	1/1/2010	12/31/2010	15-minute local rainfall
Auburn City Hall	City of Auburn	1/1/2011	5/1/2011	5-minute rainfall aggregated to 15-minute time step
Lakeland Hills PS	King County Hydrologic Information Center	5/2/2011	5/31/2011	15-minute rainfall to fill the gap in the Auburn record with KC rainfall data
Auburn City Hall	City of Auburn	6/1/2011	11/13/2012	15-minute local rainfall
Lakeland Hills PS	King County Hydrologic Information Center	11/14/2012	12/5/2012	15-minute rainfall to fill the gap in the Auburn record with KC rainfall data

4.2 Evapotranspiration

ET data are required to estimate evaporation and transpiration losses from the land surface. The Washington State University Puyallup, Washington, extension operates the AgWeatherNet website, which is a repository for numerous climatological data sets throughout Washington State, including grass reference ET calculated for Puyallup. Grass reference ET from AgWeatherNet was acquired for the same time period as the long-term rainfall record (WSU, 2014). Given that the cities of Puyallup and Auburn are situated at roughly the same elevation in the eastern Puget Sound region, their daily ET values are likely similar; therefore, the Puyallup Reference ET data set was considered applicable to the city of Auburn.

Section 5: Hydraulic Model Development

The following sections describe the software platform chosen for this modeling effort, the hydraulic model extent, as well as the infrastructure data used to create the model.

5.1 Software Platform

Auburn's sanitary sewer collection system discharges to KC mainlines at various locations throughout the city. KC has performed sanitary sewer modeling at a coarse spatial resolution in the Auburn area using MIKE URBAN[1] software, which is the County's preferred modeling platform. Therefore, the City has chosen to use

[1] MIKE URBAN is a software package developed and sold by the Danish Hydraulic Institute (DHI). More information can be found at http://www.mikepoweredbydhi.com/products/mike-urban.

MIKE URBAN to be consistent with the County's modeling approach. The latest version of MIKE URBAN (version 2014) was used.

KC uses the MIKE URBAN *Runoff Model A* for surface flows and the *RDI* model for groundwater infiltration to estimate RDII. KC also uses the MOUSE hydraulic engine within MIKE URBAN to solve the hydraulic flow routing equations. The MOUSE engine uses the full Saint Venant equations to solve for water levels and velocities in piped systems. The Saint Venant equations provide more accurate hydraulic solutions in complicated hydraulic environments that include changing flow rates, pipe surcharging, and back water effects than simpler calculations such as the Kinematic Wave, which cannot solve flow rates in backwater conditions. For consistency with KC, *Runoff Model A* and the *RDI* model were used in conjunction with the MOUSE hydraulic engine in this modeling effort.

5.2 Model Extent

The hydraulic extent of the MIKE URBAN model was chosen to be consistent with previous comprehensive planning modeling efforts. The same pipes, manholes (MHs), and pump stations included in the 2008 Comprehensive Plan (Brown and Caldwell, 2009) model were included in the current model. System modifications since then (new pump stations, conduits, and force mains) were reflected in the current model as well.

In general, all pipes 10 inches in diameter and larger within the sanitary sewer service area (SSA) were included in the model; smaller pipes were included only where needed to connect larger pipes to the main network and force mains. Pipes smaller than 10 inches in diameter are less likely to be under capacity because they are located predominantly in neighborhoods at the headwaters of the collection system and they convey small flows to the mainline system. Ignoring these pipes greatly improves model run times because of the reduced number of pipes requiring hydraulic calculations. Figure 3-1 provides a map of Auburn's collection system, the pipes included in the MIKE URBAN model, and the boundary of the SSA.

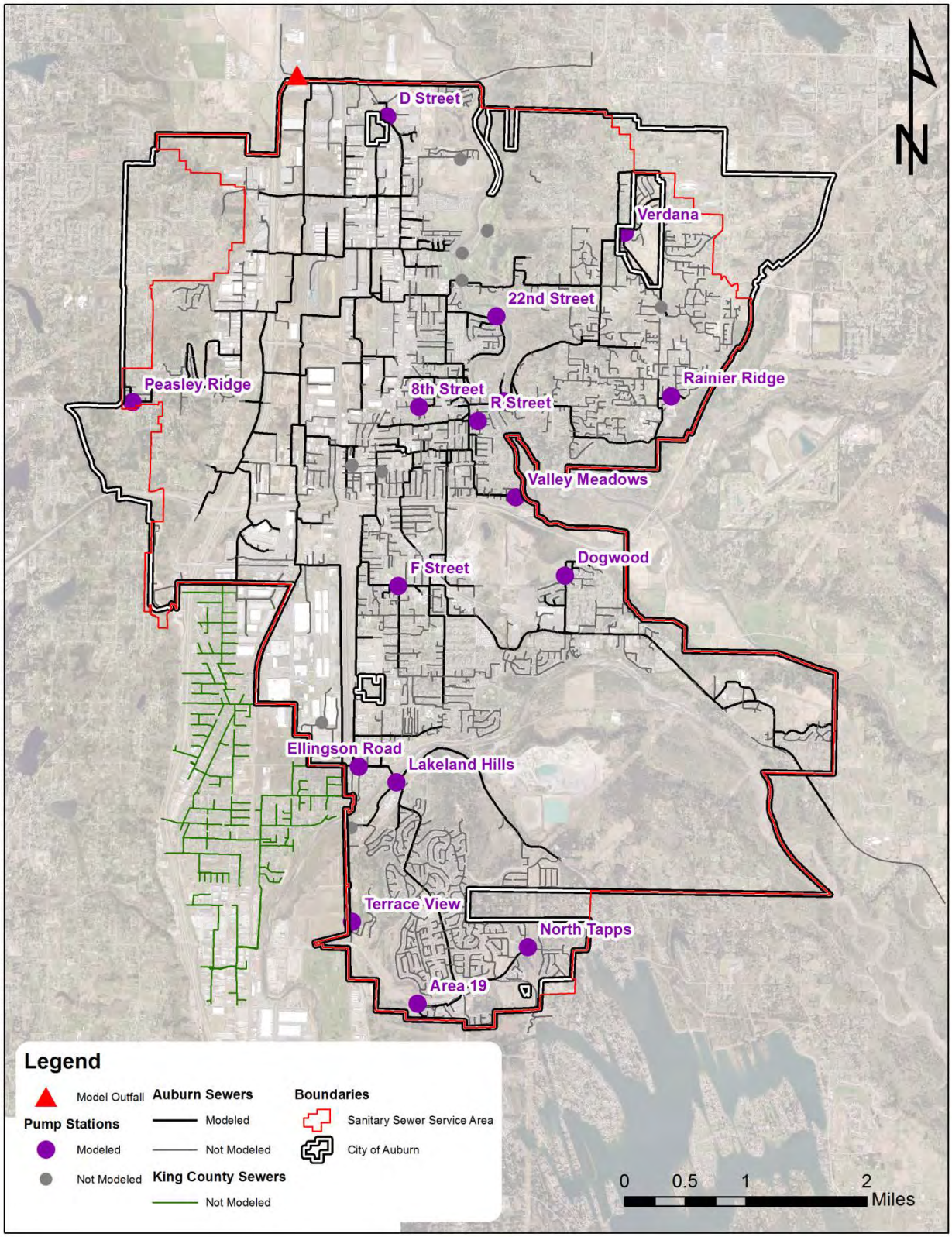

Figure 5-1. Auburn MIKE URBAN model extent

5.3 Infrastructure Data

Three sources of data were used to develop inputs for the collection and conveyance system: (1) the City's sewer utility geodatabase, (2) requested data from the City, and (3) the previous Comprehensive Plan model. The following sections describe the data hierarchy and assumptions made in hydraulic model development.

5.3.1 Geographic Information System

The City's Geographic Information System (GIS) Department provided BC with a 2014 sewer utility geodatabase titled "Sewer.gdb." The geodatabase contains geospatial locations and attribute data for sanitary sewer structures such as mainlines, manholes, pump stations, and other appurtenances. The geodatabase was used as the primary data source for constructing the collection and conveyance system model.

Pipe attributes such as diameter, inlet and outlet elevations, and length, as well as manhole attributes of invert and rim elevation, are all necessary to build out the hydraulic network. Some gaps existed in the geodatabase that required an assumption to fill. The following describes the hierarchy of assumptions used to assign missing data:

- Manholes:
  - *Invert elevation:* If missing or suspect, the inlet invert elevation from the outgoing pipe was used, if available, as it should be the lowest connecting element to the manhole. Otherwise, invert elevation of the same node in the 2008 Comprehensive Plan model was used. If the data are not available from those two sources, straight-line interpolation between the upstream and downstream manhole invert elevations was used.
  - *Rim elevation:* If missing or suspect, rim elevation of the same node in the 2008 Comprehensive Plan model was used, if available. Otherwise, the rim elevation was estimated from land surface elevation contour data.
  - *Manhole ID*: The "Structure" field was used to uniquely identify each manhole. If missing in the GIS, the identification number from the 2008 Comprehensive Plan model ID was used.
- Conduits:
  - *Inlet and outlet elevations:* If missing or suspect, the invert elevation from the connecting manhole was used. Otherwise, the 2008 Comprehensive Plan model value was used. If both of those were unavailable, straight-line interpolation between the nearest known upstream and downstream elevations was used.
  - *Diameter:* If missing or suspect, the 2008 Comprehensive Plan model value was used. Otherwise, it was estimated based on the diameters of the adjacent pipes.
  - *Conduit ID:* Identification numbers were verified for all conduits. If an ID was missing, the 2008 Comprehensive Plan model ID was used

Once the gaps in the data fields were filled, the database was imported to the MIKE URBAN model such that hydraulic profiles could be plotted to inspect for erroneous data through visual inspection. Hydraulic profiles plots were drawn for the entire modeled collection system and used to find incorrect diameters or invert elevations by checking for severe and/or adverse slopes. Adjustments were made to correct elevations using data from the 2008 Comprehensive Plan model where available. Otherwise, straight-line interpolation was used for elevation data replacement (see example in Figure 5-2). No diameters appeared to require adjustment in this process. In total, 110 manhole invert elevations were adjusted to remove GIS elevation errors from the hydraulic model. These adjustments are documented in Attachment A.

Figure 5-2 below shows a profile of a pipe section requiring elevation adjustment. The manhole in the middle of the profile likely has an incorrect invert listed in the GIS as a small gravity pipe is unlikely to be so dramatically inclined. Consequently, the manhole was assigned a new invert by interpolating between the two manholes on either side. The connecting conduits were adjusted to have no inlet or outlet offset from the adjusted manhole. Figure 5-2 provides the adjusted profile. This adjustment reduces the risk of simulating system backups that are likely based on unconfirmed GIS data.

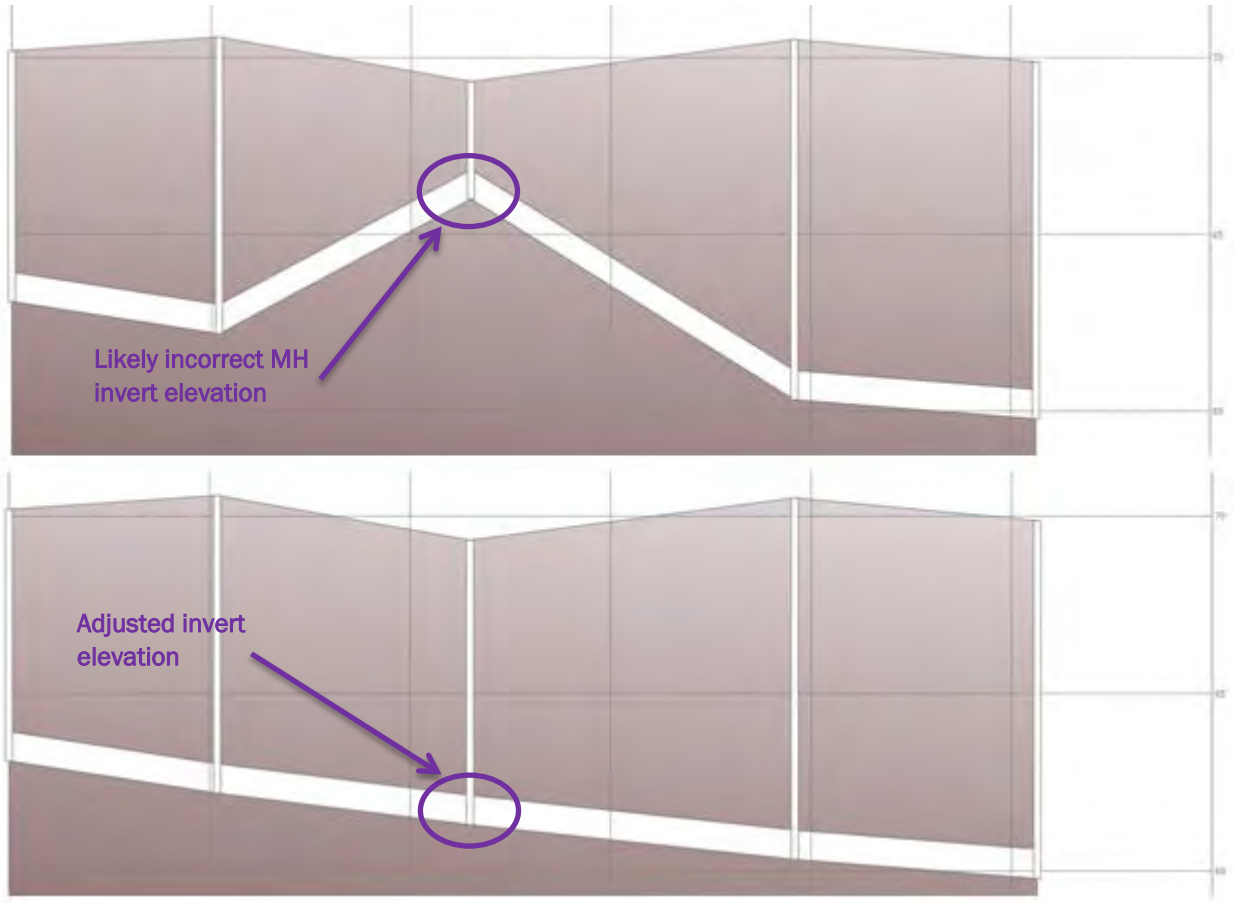

Figure 5-2. Example pipe profile with interpolated manhole invert elevation

5.3.2 Pump Station

BC asked the City for updated wet well volume and pump capacity information for the pump stations within the study area. On March 14, 2014, the City provided an Excel table summary of the requested pump station information, which is included in Attachment B.

Each pump station is composed of a lead pump and a lag pump. The single pump capacity was provided by the Cityfor each, but a total combined pump capacity was not given for when both pumps are running. To account for the reduction in capacity due to higher downstream head conditions from both pumps running, but without empirical data to inform a reduction factor on the second pump's capacity, a general assumption of 50 percent of single pump capacity was assumed for the lag pump. Table 5-1 below provides the pump station capacity information used in the hydraulic model.

Table 5-1. Auburn Area Pump Station Capacities				
Pump station	Location	Number of pumps	Single pump capacity (mgd)	Multiple pump capacity (mgd)
22nd Street	22nd St. SE & Riverview Dr.	2	0.792	1.188
8th Street	J St. NE & 8th St. NE	2	0.216	0.324
Area 19	Lake Tapps Pkwy. E & west of 72nd St. SE	2	0.468	0.702
D Street	D St. NE & Auburn Way N.	2	0.576	0.864
Dogwood	Dogwood St. SE 1500 & 15th St. SE	2	0.432	0.648
Ellingson Road	41st St. SE, east of A St. SE	2	2.199	3.298
F Street	F St. SE & 17th St. SE	2	0.576	0.864
Lakeland Hills	Oravetz Rd. SE north of Mill Pond Dr. SE	1*	1.732	N/A
North Tapps	Lake Tapps Pkwy. E & west of 176th Ave. E.	2	0.734	1.102
Peasley Ridge	S. 320th St. & 53rd Ave. S.	2	0.396	0.594
R Street	R St. NE & 6th St. NE	2	0.144	0.216
Rainer Ridge	125th Pl. SE & south of SE 318th Way	2	0.288	0.432
Riverside	8th St. NE & 104th Ave. SE	2	0.576	0.864
Terrace View	E Valley Hwy. E & north of Terrace View Dr. SE	2	0.972	1.458
Valley Meadows	4th St. SE & V St. SE	2	0.180	0.270
Verdana	118th Ave. SE & SE 296th Pl.	3**	2.520	3.780

** Lakeland Hills PS pump data not provided by the City as it is KC-owned. Single pump and parameters used from 2008 Comprehensive Plan model as no new data were available.*

***Third Verdana pump is an emergency pump and is not included in the hydraulic model.*

The City was unable to provide updated data about the Lakeland Hills PS because it is owned and operated by KC. Therefore, the 2008 Comprehensive Plan model values for the pump station were reused in this modeling effort. The data available then were limited to one pump at 1.732 million gallons per day (mgd) capacity, although the pump station has two discharge force mains and multiple pumps. Only one force main is included in the model as only one pump capacity is known.

Since the previous Comprehensive Plan update, three pump stations were upgraded, a new pump station was built, and two pump stations were decommissioned. The Dogwood and Ellingson PSs were upgraded and are included in the model. The Auburn 40 PS, although upgraded, is not explicitly modeled. Rather, its flow contribution and signature is accounted for within the model's hydrologic calibration. Because the hydraulic network is not extended up to the pump station, flow peaks are created within the hydrologic model rather than using a pump station to augment the flow signature. The Verdana PS was constructed to lift water that used to flow to the Valley Meadows and White Mountain PSs, both of which were decommissioned. Table 5-2 below provides a summary of the modeled pump station upgrades since the previous Comprehensive Plan. Following the table are discussions of how these changes were accounted for within the model.

Table 5-2. Auburn Area Pump Station Upgrades					
Pump station	Monitoring basin	Previous capacity (mgd)	New capacity (mgd)	Previous wetwell volume (ft3)	New wetwell volume (ft3)
Dogwood	MSTTR48	0.58	0.65	930	925
Ellingson	WINT038	2.9	3.30	500	1,086
Verdana	MSTTR02A	Valley Meadows = 0.36	3.78	Valley Meadows = 588	5,395
		White Mountain = 0.36		White Mountain 333	
		Total = 0.72		Total = 921	

The Dogwood PS was upgraded to a slightly higher pumping capacity after the monitoring period. The change in peak discharge attributable to the pump station was assessed by examining the modeled flow at the nearest downstream flow monitoring location (MSTTR48) given the two pump station capacities. Visual inspection of the flow hydrograph at the monitor location indicated that the change in pumping capacity made no appreciable difference in flow rates. Therefore, the new pump capacity was used during model calibration.

The Ellingson PS, across the river from the Lakeland Hills PS, was also upgraded after the flow monitoring period. Therefore, the old pump station parameters were used for calibration and adjusted parameters were used to model baseline conditions. Both the Lakeland Hills and Ellingson PSs discharge to manhole 1208-38 because they share a force main. The nearest flow monitor downstream is the WINT038 flow monitor, which accepts flow from both pump stations. Figure 5-3 presents a comparison of discharges from the Ellingson PS using previous and adjusted parameters. The use of a new constant-speed pump (orange) produces flow spikes unlike the discharges from the previous variable-speed pump (blue). However, down at the flow monitoring location, the pump station flows appear to attenuate and, consequently, the change in flows at the monitor location are negligible (red = new pump parameters, green = old pump parameters). The change in peak flow at the flow monitoring location for the December 2010 storm (largest storm in the monitoring period) is nearly 5 percent, suggesting that the changes at the Ellingson PS did not greatly affect the flow signature at the flow monitor.

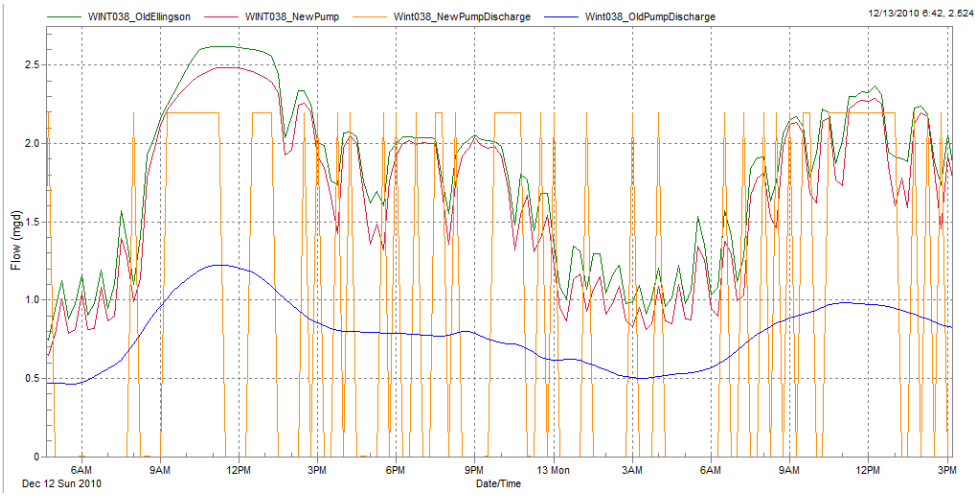

Figure 5-3. Ellingson PS comparison

Orange: new constant-speed pump discharge; blue: old variable speed pump discharge; green: modeled flows at monitor with new pump; red: modeled flows at monitor with old pump

The Verdana PS replaced the Valley Meadows and White Mountain PSs for conveying wastewater from the northeast portion of the city to the KC interceptor lines. The new Verdana PS has more capacity and wetwell volume than the two older pump stations combined. Gravity pipe infrastructure in the area was modified to bring wastewater flows to the Verdana PS; these modifications are reflected in the hydraulic model. Because the subcatchment areas are a function of the pipe lengths within the system, a reworking of the model's hydrology would have been required to run the model in the different pumping conditions. Verdana PS is far enough upstream from the next downstream flow monitor (MSTTR02A) that much of its flow signature can attenuate before being observed. Furthermore, the Verdana PS's discharges are a small proportion of the total flow at the monitor because the MSTTR02A monitor also observes the MSTTR22A and MSTTR48 monitoring basins upstream. Consequently, reworking the model to run the decommissioned Valley Meadows and White Mountain PSs for the sake of calibration was not pursued as the hydraulic modifications do not make enough of a change in the flow signature at the monitor to warrant model reconstruction.

5.3.3 Stuck River Trunk

The SRT is approximately 4,000 feet long, with a diameter of 27 inches. Its purpose is to route flows from a capacity-limited sewer line in southeast Auburn across to the Auburn West Interceptor, which has capacity to convey additional flows. The SRT was constructed in 2013, which was after the monitoring period. Therefore, the calibration model did not include the SRT. The SRT was built into the hydraulic model for baseline and future conditions using design plan sets provided by KC. As-built drawings were not available; however, Robert Elwell (Elwell, 2014) indicated in an e-mail that constructed conditions did not deviate much from the original drawing set. Figure 5-4 below indicates the location of the SRT and the new flow path it provides.

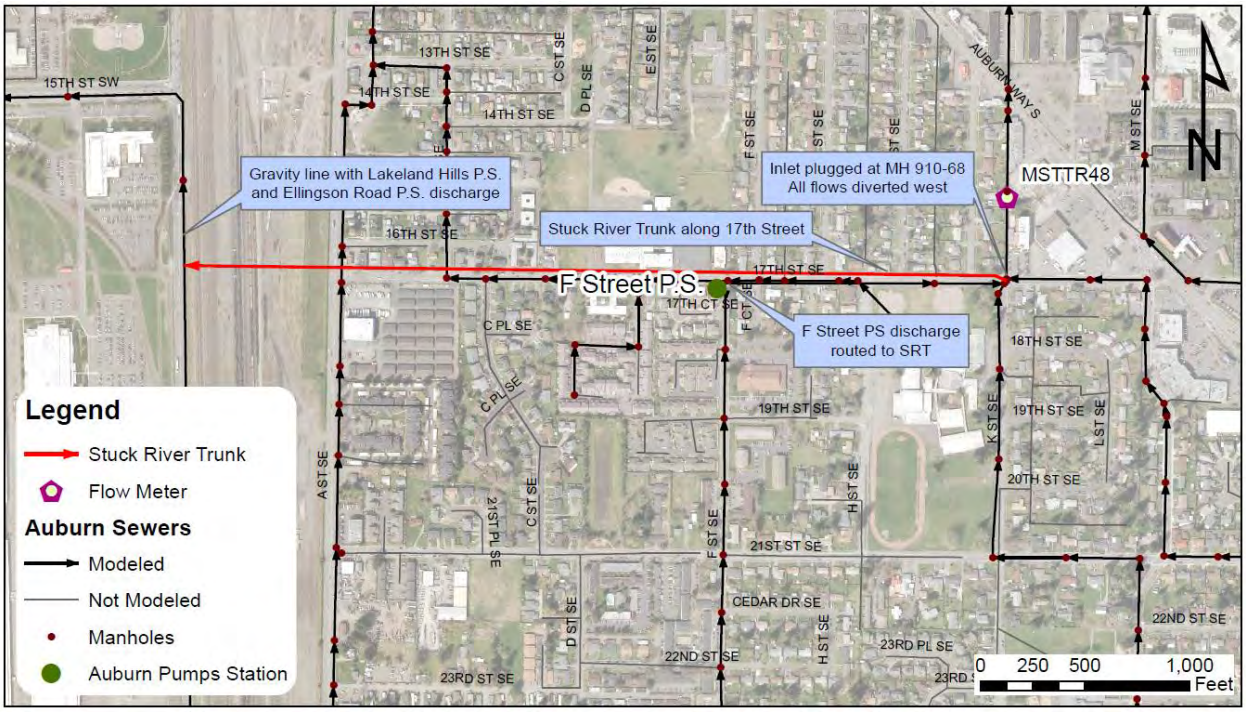

Figure 5-4. Location and flow path of SRT

5.4 Boundary Conditions

Boundary conditions at model outfalls can affect the hydraulic performance of a collection system. For a collection system that discharges to a water body, such as a river, or a treatment plant the elevation of the river's water surface can cause backwater in the collection system if the river elevation is high. Knowledge of the boundary condition is necessary to accurately replicate this phenomenon.

In the case of Auburn's collection system, a normal depth downstream boundary condition was used, which assumes that the hydraulic grade line (HGL) in the most downstream link is set by the normal flow depth rather than a special hydraulic circumstance such as a regulated interceptor where the level is set by manual or automated controls (thus creating an HGL level that does not correlate with flow rate). In the case of the Auburn system, the outlet sewer line was modeled beyond the AUBRN53 flow monitor, which is the most downstream flow monitor, representing the boundary of the calibrated study area. Because the interceptor line within which the AUBRN53 flow monitor is located is not regulated with controls, normal flow calculations are adequate in ensuring that the HGL within the model is representative of field conditions. A normal depth boundary condition also provides a representative downstream hydraulic condition during long-term simulations where observed depths in the downstream system are not available.

Section 6: Hydrologic Model Development

This section describes the development of the hydrologic model, which produces the two components of sewer flow:

- DWF, which is composed of wastewater from residential, commercial, and industrial water usage and is relatively unaffected by climatic conditions
- RDII, which consists of groundwater (infiltration) seeps into sewer pipes through holes, cracks, joint failures, and faulty connections, as well as runoff (inflow) from roof drain downspouts, foundation drains, storm drain cross-connections, and through holes in manhole covers.

Subcatchments are created in the model to generate RDII flows to the collection system. The land surface and subsurface parameters are then calibrated to produce simulated flows that reflect the conditions observed through flow monitoring. Model simulations provide long-term flow hydrographs that can be analyzed to quantify the magnitude and frequency of peak flow events for use in conveyance design.

6.1 Calibration Period Dry Weather Flow

DWF can be measured during prolonged dry periods when wet weather flows are relatively small. In the Pacific Northwest, DWF is best measured in August and September after the aquifers recede and groundwater baseflows are lowest. Furthermore, these months experience comparatively lower chances of rainfall, which further improves the likelihood that the observed flow is not influenced by wet weather.

Flow monitoring data across all monitors generally included two dry periods, during the two observed summers, from which the DWF portion could be calculated. Figure 6-1 below provides the observed flow data for the AUBRN53 monitor, as an example, with observed rainfall plotted at the top. The brackets indicate the dry periods that were selected to represent typical DWF patterns. In both of these periods, rainfall is minimal and the groundwater baseflow is assumed to be minimal as the hydrograph levels off from its wet season recession. The lack of a recession indicates that the groundwater infiltration has likely ceased and the only remaining component of the hydrograph is the flow attributable to DWF.

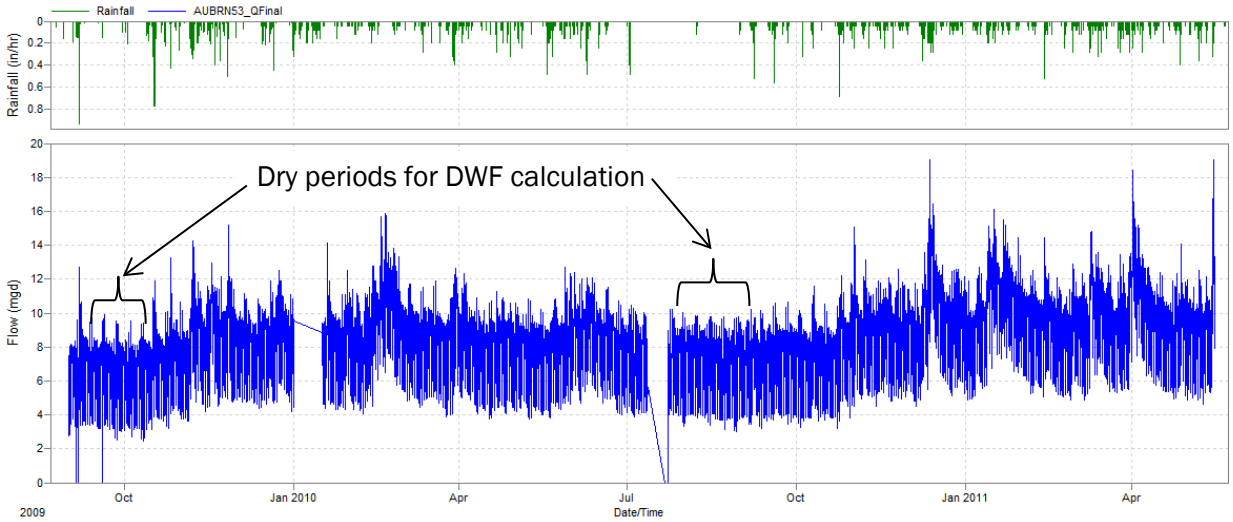

Figure 6-1. AUBRN53 monitor flow data and observed rainfall

Calculating DWF for implementation into the model involves assessing an average flow magnitude that can be scaled on an hourly basis to represent the daily use patterns observed in the flow data. Although an average amount of DWF is created within the system, it enters the system in peaks and troughs based on usage patterns that vary throughout the day. Hourly scaling factors multiply against the average flow magnitude to represent those troughs and peaks within the model. For example, the average flow magnitude for the AUBWV016 monitoring basin is 1.15 mgd; however, the peak water usage on a weekday from 8 to 9 a.m. is 1.31 mgd. To account for that hour's DWF, the model scales the 1.15 mgd average value by a factor of 1.14 to achieve 1.31 mgd within the model from 8 to 9 a.m. Average flow magnitudes and hourly factors for weekdays, Saturdays, and Sundays were calculated for each of the flow monitors within the area of study and built into MIKE URBAN's "cyclic patterns" engine to simulate Auburn's DWF.

Flow monitors located downstream of other flow monitoring locations were used to quantify DWF for intermediate areas. For example, flow monitor MSTTR22A is located downstream from the MSTTR48 flow monitor. The DWF associated with the intermediate MSTTR22A monitoring basin is equal to the total DWF at the MSTTR22A monitor minus the DWF at the MSTTR48 monitor. Figure 6-2 below illustrates the DWF pattern calculated for weekday DWF at the AUBRN53 monitor. The observed flow data are presented in blue and the simulated DWF (given the calculated average DWF magnitude [7.168 mgd] and the daily and hourly factors) is presented in red.

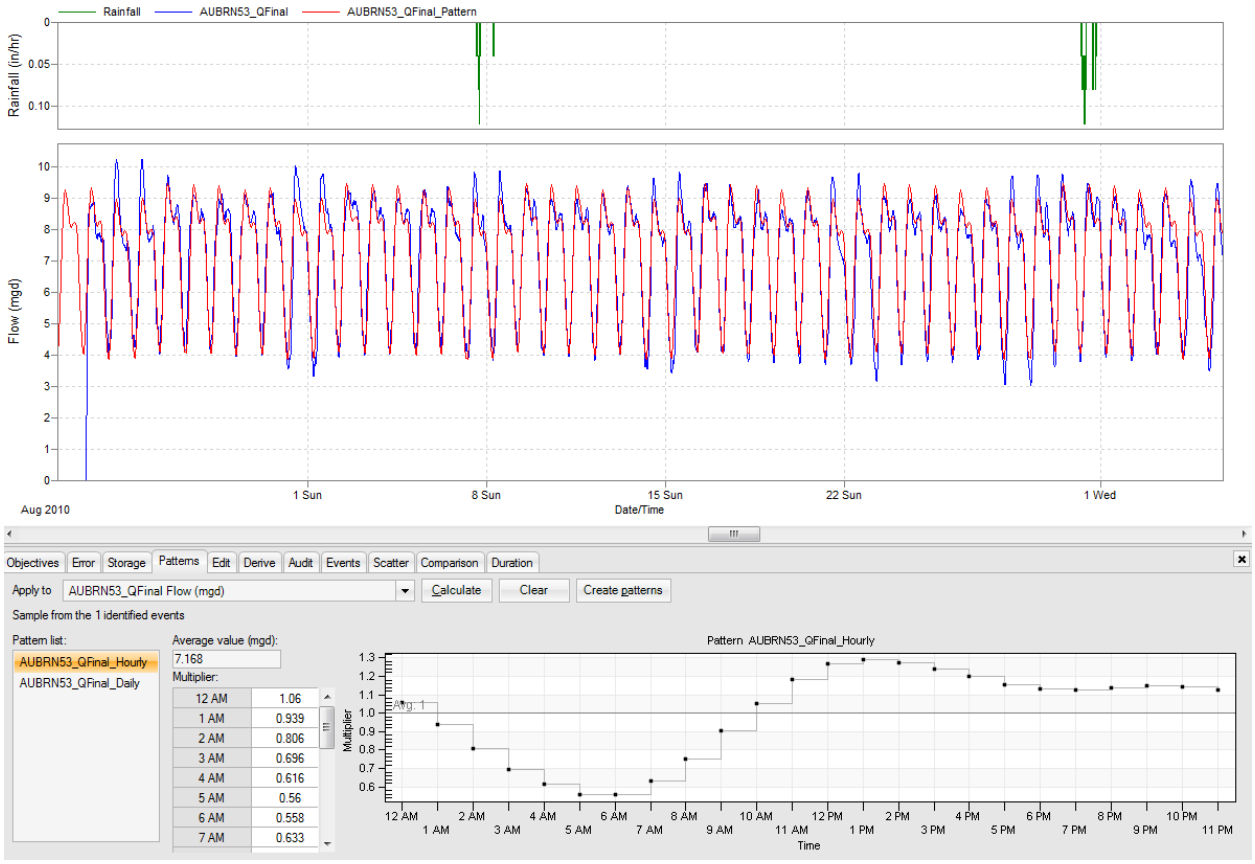

Figure 6-2. AUBRN53 monitor DWF calculation and hourly pattern

Blue = observed; red = modeled

Figure 6-3**Error! Reference source not found.** is a schematic of the flow monitors used to calculated DWF rates and patterns including calculated estimates for the average total and average incremental DWF rates for each monitor. Note that the PACIFICPS_FM monitor was not used because it is located within a section of KC-owned pipe that is not included in the hydraulic model. DWF for the area upstream of the PACIFICPS_FM monitor was captured by the next monitor downstream: AUBWV016.

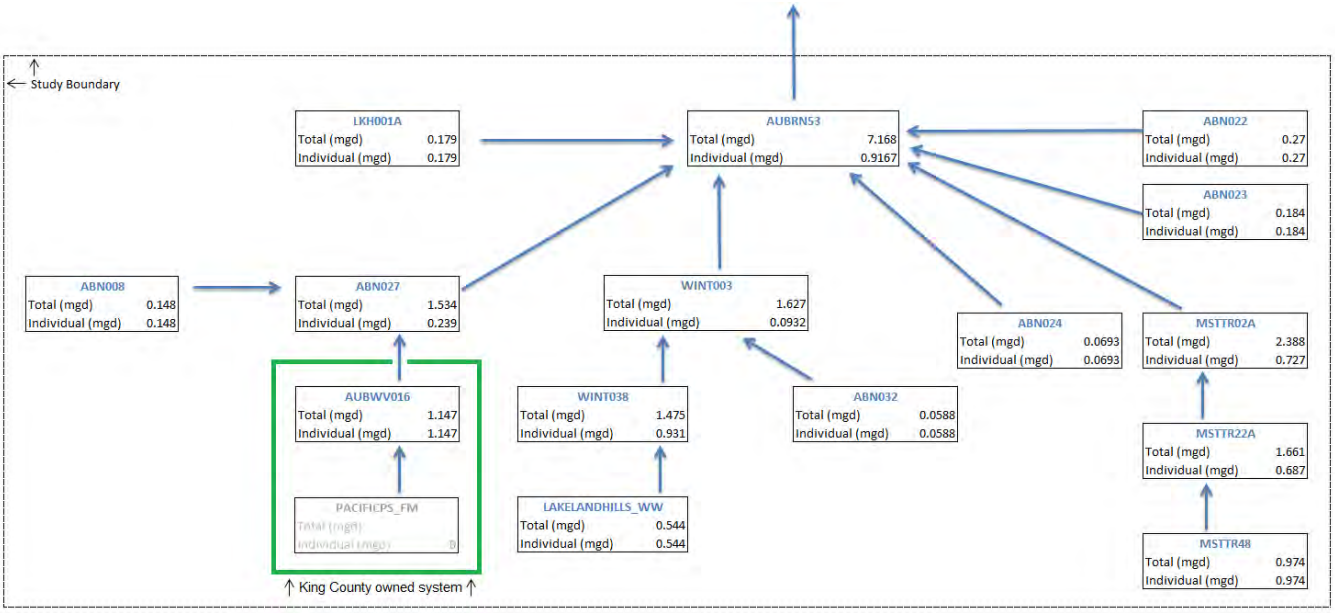

Figure 6-3. Dry weather flow schematic

Total = total observed DWF at meter, Individual = DWF intermediate contribution from the monitoring basin

DWF can be loaded into a MIKE URBAN model in a variety of ways. For this modeling effort, DWF was loaded as a geocoded network load using the "Load Allocation" tool. The benefit of using this methodology is that the loads for an entire monitoring basin can be lumped into one network load, which can easily be switched between active and inactive without having to change the properties of every node in the model to. This makes for a more organized model and facilitates modeling different scenarios with ease and reduced risk of error. DWF was loaded proportionally across all modeled nodes within each monitoring basin based on the upstream pipe length weighting calculations detailed in Section 6.2. For the ABN008 monitoring basin, the 0.15 mgd average DWF flow magnitude was proportionally divided across all 63 of the modeled nodes using the area factors described in Section 6.2.

As a high-level check, the total DWF for the SSA was used to estimate per capita water usage. In 2010, the residential population of Auburn was 70,420. The total DWF generated within the City's SSA was calculated as the average DWF at the AUBRN53 monitor minus the average DWF at AUBWV016 (monitoring inflows from KC-owned pipes). This calculates to 6.02 mgd of DWF, which equates to 86 gallons per capita per day (gpcd) of potable water usage. This value is consistent with Robert Elwell's understanding of the City's water consumption and indicates that the DWF values calculated for this modeling effort are reasonable.

6.2 Development of Subcatchments

The City of Auburn's collection system is a separated system, which means runoff from land surfaces should be routed into the stormwater conveyance system rather than into sewer pipes. However, monitoring data indicate there is a wet weather flow signature in the sewers, indicating either groundwater, surface water, or some combination of both is present.

Loading the land surface into the model involves the creation of subcatchments, which are model representations of the land surface that create wet weather flow. Each subcatchment has an assigned area (as well as other hydrologic parameters) and loads RDII to a collection system node. Every node in the hydraulic model was assigned a subcatchment representative of the contributing area upstream of each node. The exception to this rule are dummy nodes, which are fictitious nodes used to connect links in complex hydrau-

lic configurations. To account for the upstream contributing area at a given node, upstream pipe length was multiplied by an assumed width. Upstream contributing area was calculated as the length of pipe between a given modeled node and the next upstream modeled node and/or the length of upstream pipes not included in the hydraulic model, multiplied by 200 feet of width (100 feet on each side of the conduit). For areas of the collection system that are not included in the hydraulic model (such as a neighborhood with all 8-inch-diameter pipes as depicted in Figure 6-4 below in red), this weighting system accounts for the proportionally higher amount of system inflows assumed to be from that area. Conversely, a node along a mainline may have a small area of influence that is simply representative of the length of one upstream link (the link in blue in Figure 6-4). In a given wet weather event, proportionally more flow is expected to be loaded to the mainline at MH 1409-29 than would be expected to enter the collection system at MH 1409-16. This weighted approach attempts to account for this field process. ArcGIS software was used to calculate upstream pipe lengths. Those data were then brought over to Microsoft Excel, where subcatchment area calculations were made. During calibration, the total area of some monitoring basins was adjusted to match KC modeling efforts (described in Section 6.3). However, the area proportions defined by this method were retained.

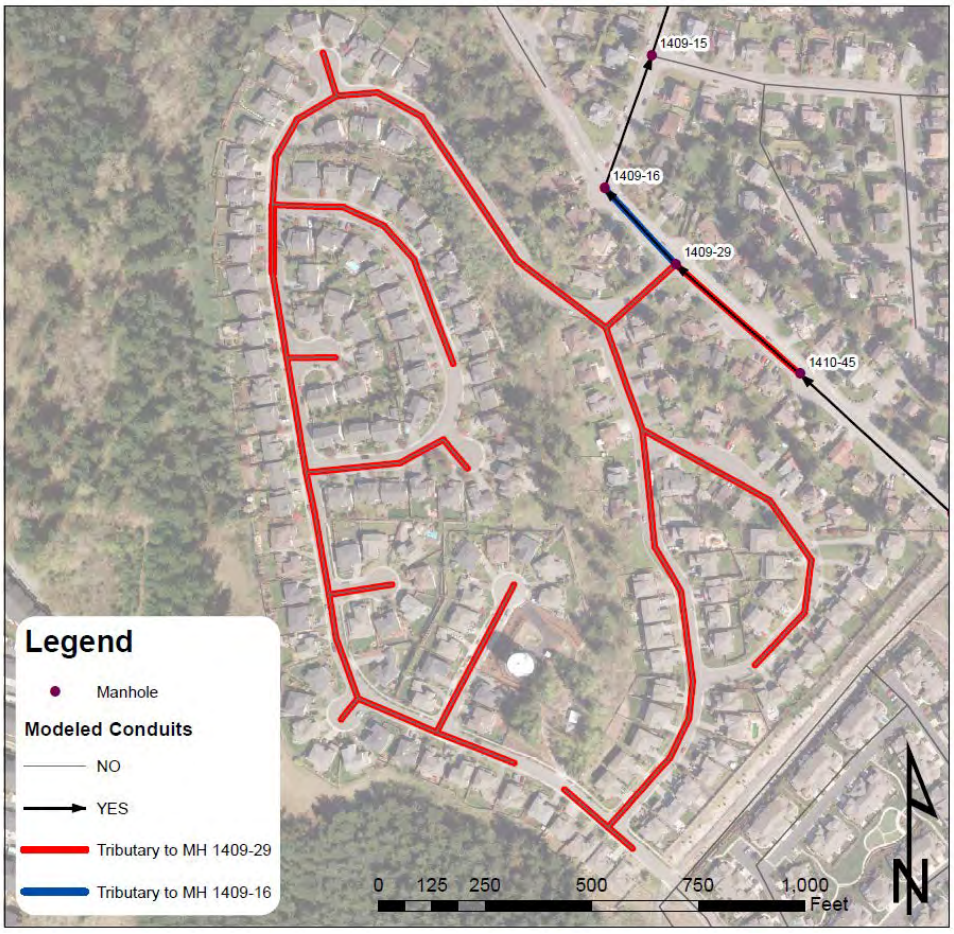

Figure 6-4. Upstream area of influence example

In addition to assigning areas to model subcatchments, the subcatchment areas can be divided against the total area of a monitoring basin, for example, to create non-dimensional area factors for use in distributing

other types of loads across the collection system on a monitoring basin basis. Subsequent sections below describe the use of the area weighting factors to distribute those flows.

The development of the AUBWV016 basin's hydrologic model deviated slightly from the monitoring basins wholly within the City's SSA. The AUBWV016 monitor observes flow entering the SSA within a KC main line from KC's collection system upstream. Although the KC pipes in this monitoring basin can be displayed within a map (see Figure 3-1), elevation data for the pipes are missing in KC's GIS and these pipes were not included in the MIKE URBAN hydraulic model. A single model subcatchment instead represents the entire monitoring basin and its area calculation follows the methodology established above. The KC-owned Pacific PS within the monitoring basin is consequently not hydraulically modeled. Its flow signature is inherent to the hydrologic calibration of the subcatchment.

6.3 Calibration Period Wet Weather Flow

Calibrating the RDII module of MIKE URBAN is a process of iteratively adjusting hydrologic modeling parameters to match observed flows from flow monitoring records for each of the calibration basins. This modeling effort used the MOUSE *Time-Area* model for surface water discharges in combination with the MOUSE *RDI* groundwater modeling routine to calculate RDII flow rates. This combination of hydrologic routines is consistent with the preferred methods used by KC.

The monitoring basin boundaries defined the boundaries for the breaking apart the MIKE URBAN model into calibration basin models so hydrologic parameters could be assigned specific to the flow characteristics observed for each flow monitoring basin. Calibration of the MIKE URBAN model was performed by moving sequentially from the upstream monitoring basins to the most downstream basins. BC contacted KC to inquire as to whether KC would be willing to share its parameters for this area to expedite our calibration. On March 28, 2014, King County sent BC MOUSE models for each of the flow monitoring basins within the Auburn study area. These models provided a set of initial model parameters from which to begin calibration. In some cases, further calibration was not required as the KC parameters performed adequately within the calibration basin models. A goal of meeting wet weather peak magnitudes and volumes within 10 percent was the established calibration criterion for this modeling effort.

The KC MOUSE models assumed different total subcatchment areas for each monitoring basin, so the BC subcatchment areas within each calibration basin model were scaled until the total area matched the area in the KC models. This preserved the proportional loading of RDII established by the upstream pipe length calculations while maintaining the water balance generated by the KC MOUSE models. By maintaining the same water balance as KC, the calibration effort of the MIKE URBAN model was expedited.

The KC-parameterized MIKE URBAN calibration basin models were run through the calibration period (fall 2009 through spring 2011) to ensure that the KC parameters, once transposed to the new BC models, performed adequately against the flow monitor data. In most cases, small adjustments were made to the hydrologic model parameters (indicated in Table 6-1) to refine the calibration. Such adjustments are expected because the KC MOUSE models were simplified models consisting of one large subcatchment and one conduit, while the BC models account for the full length of travel throughout the collection system. Adjustments were sometimes necessary to compensate for the peak flow attenuation effects of the collection system.

Adjustments were made to both the surface runoff and *RDI* engine parameters depending on the calibration needs of the model. The *RDI* engine accounts for the predominant portion of the collection system's wet weather flow because Auburn's collection systems directly connected inflow is minimal. Consequently, calibration was focused primarily on the *RDI* engine's response. Figure 6-5 below provides a schematic of the *RDI* engine indicating the different storage zones and components of the flow hydrograph.

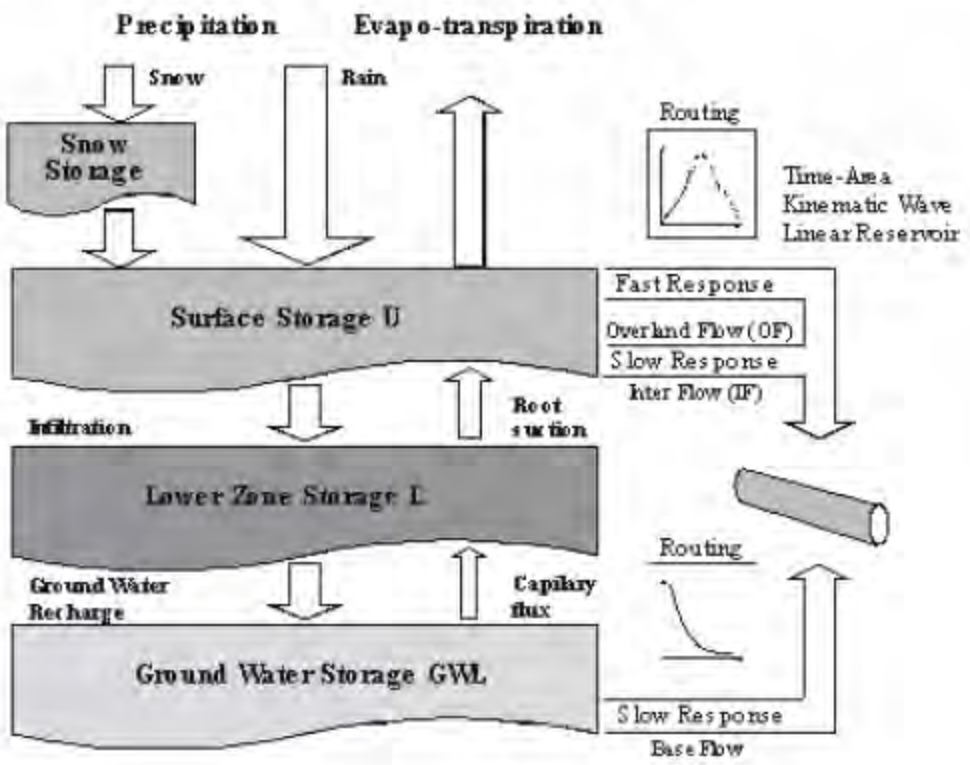

Figure 6-5. MIKE URBAN *RDI* engine schematic

Source: DHI MIKE URBAN User Manual

Table 6-1 below provides the model parameters adjusted in both the surface and *RDI* engines and what effect they have on the hydrograph.

Table 6-1. MIKE URBAN Hydrologic Model Calibration Parameters

Model Engine	Parameter name	Description	Effect on calibration
Time Area A – Surface Runoff	Imperviousness (%)	Relative amount of impervious area	Rapid inflow response peak and volume
	Time of concentration (min)	Time for runoff to travel from the distal end of the subcatchment	Rapid inflow response timing and shape
	Initial loss (in)	Initial abstraction depth before rapid response can be discharged	Rapid inflow peak timing

Table 6-1. MIKE URBAN Hydrologic Model Calibration Parameters			
Model Engine	**Parameter name**	**Description**	**Effect on calibration**
RDI – Groundwater Infiltration	Groundwater area (%)	Percent of subcatchment area available for groundwater storage and discharge to collection system	Duration of groundwater response
	Surface storage (in)	Storage layer that must be filled before a rapid response can be discharged and before infiltration to subsurface zones can begin	Timing of rapid response peak and volume of subsurface response
	Root zone storage (in)	The zone below the surface and above the groundwater storage layer that transitions moisture between the two layers	Its depth affects the hydrologic responses of both the surface and groundwater zones
	Overland coefficient	A fraction that determines the extent to which excess rainfall (after the surface storage is filled) runs off as overland flow vs. infiltrating to the lower zone. A value of 0 sends all rainfall excess to the lower zone.	Affects volume of overland flow
	Groundwater coefficient	The proportion of the groundwater catchment to the surface catchment. A value less than 1 makes the groundwater catchment smaller than the associated surface catchment.	Affects volume of groundwater response
	Tc overland flow (hr)	Time constant used to determine how fast the surface flow responds to rainfall and the total volume discharged.	Affects overland flow peak timing
	Tc interflow (hr)	Time constant used to determine how fast the interflow responds to rainfall and the total volume discharged.	Affects interflow peak timing.
	Tc baseflow (hr)	Time constant used to control hydrograph recession during dry periods.	Affects shape of groundwater response
	Specific yield	Determines the specific yield of the groundwater aquifer.	Affects aquifer storage volume, and as a function, volume and shape of groundwater response

Calibration focused on matching the seasonal rise and fall of wet-weather-induced baseflow as well as matching peak response due to individual storms. Over the course of two wet seasons, there were nine large storms against which to calibrate the model's peak runoff response, with the December 12, 2010, storm providing the largest peak flow. Preference was given to calibrating to the largest storms in the record because the model's primary use is to simulate large storms. Two rising baseflow limbs from the falls of 2009 and 2010 and the falling baseflow limb of 2010 provided a sufficient amount of data to calibrate the baseflow response.

Figure 6-6 below shows the calibration plot at AUBRN53 for the December 12, 2010 storm. The AUBRN53 monitoring basin model is the farthest downstream monitoring basin, so its performance reflects the performance of the entire model upstream, as those monitoring basin models flow into this model. The AUBRN53 model nearly matches the observed peak of 19 mgd by simulating only 2.4 percent lower. The recession out of the storm nearly matches and the DWF patterns visually appear to be well represented in the model. This model slightly overestimates flows in the days leading up to the peak on December 12; however, the error on the total volume is 6.6 percent, which is well below the 10 percent maximum error goal for this modeling effort.

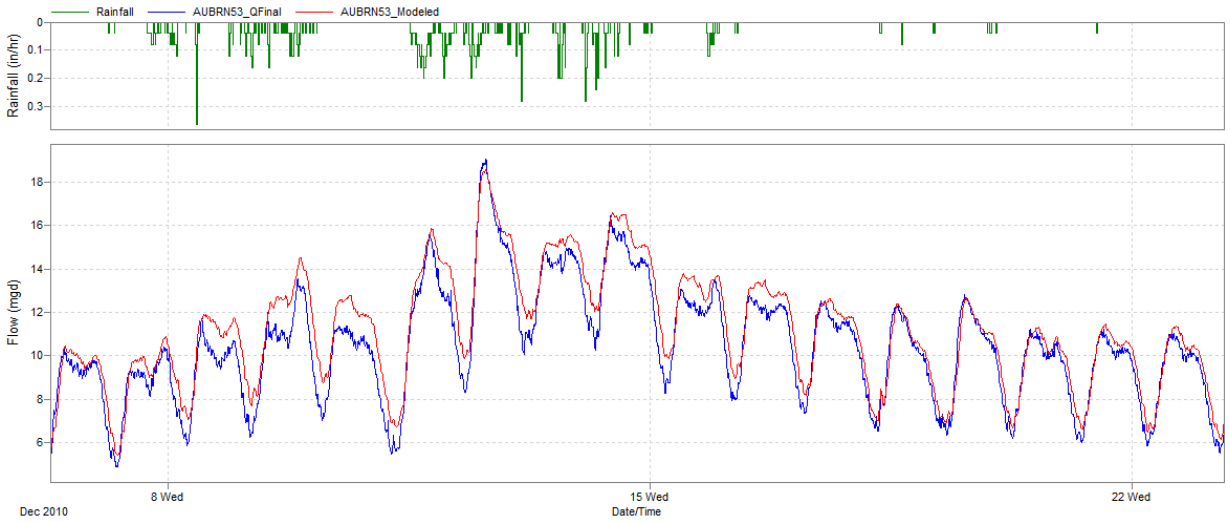

Figure 6-6. AUBRN53 wet weather calibration

Blue = observed; red = modeled

Section 7: Long-Term Simulations

BC ran hydrologic model simulations to produce long-term flow hydrographs that can be used to analyze the magnitude and frequency of historical wet weather events. The long-term rainfall record (described in Section 4.1) provides enough data for the model to be run from January 1, 1949, through December 31, 2012 (64 years), including 3 months of "spin up" time to remove the influence of initial-conditions parameter estimates. Identification of the 20-year storm is necessary as the stated LOS goal for the sewer system is referenced to a recurrence of 20 years (see Chapter 3 of the 2014 Comprehensive Plan). Running the model through a 20-year storm will indicate areas of the system that back up or flood, which can help to identify areas that do not meet the stated LOS.

Each of the calibration basin models were run using the 64-year record and the results were summed to create a citywide RDII time series, which does not include DWF. The summed time series represents the total RDII entering the collection system at any moment in the 64-year period. The citywide time series was then separated into discrete events using a 24-hour inter-event duration to isolate periods when the RDII peaked above a threshold minimum flow value of 8 mgd. This means that only the events that produced more than 8 mgd of peak RDII were included, and smaller events were removed from the analysis.

The selected events were ordered from largest to smallest and assigned a rank. A rank of 1 was assigned to the largest storm, 2 to the second-largest, and so on. Cunnane plotting parameters were used to estimate the recurrence interval for each event in years, as follows (Maidment, 1992):

$$T_R = \frac{i + 0.2}{Rank - 0.4}$$

Where:

$i = number\ of\ simulation\ years$

$Rank = rank\ of\ storm\ where\ 1\ is\ the\ largest\ storm$

The above equation will not identify a historical storm event that has exactly a 20-year peak flow recurrence. For a 64-year record, the third-largest event is estimated to have about a 25-year recurrence and the fourth-largest event is estimated to have about an 18-year recurrence using Cunnane parameters. The third- and fourth-largest events from the 64-year simulated record produced peak discharges within ±0.2 mgd of each other; therefore, either event could be used to approximate a 20-year event recurrence. The larger of the two events, occurring on February 5, 1996, was selected as the 20-year event to be used to evaluate collection system capacity and identify deficiencies in the conveyance system that may affect the systems LOS.

Figure 7-1 and Table 7-1 below provide the peak RDII frequency for specific recurrence intervals based on log-interpolation between plotted events. These flows represent the peak RDII entering the collection system throughout the entire SSA. The aggregated RDII inflows neither account for system storage, nor do they include DWF. The aggregated RDII inflow time series does provide a clear distinction between storms in their hydrologic response as collection system factors such as hydraulic capacity, flooding, and travel time are not able to distort the peak flow signature of wet weather events.

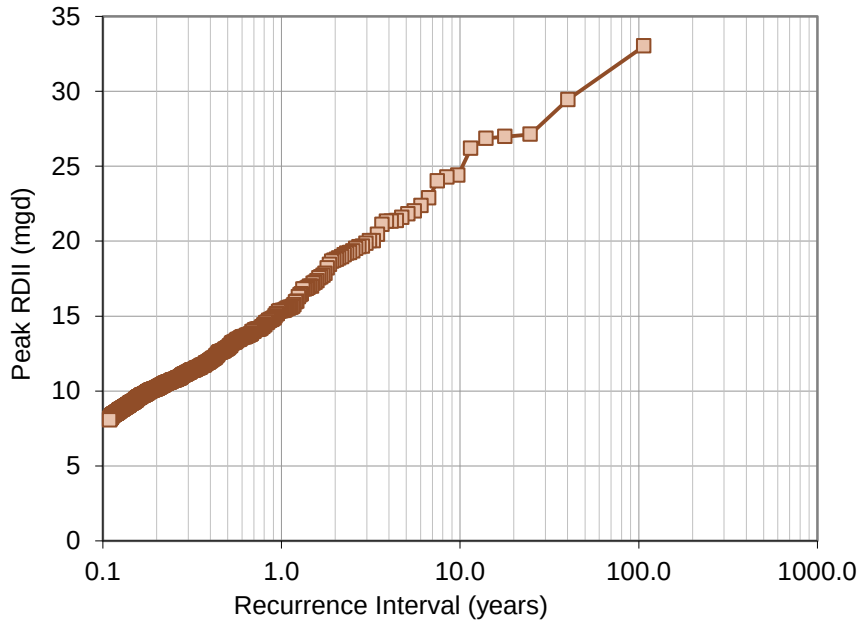

Figure 7-1. Citywide peak RDII Cunnane plot

Table 7-1. Peak RDII Cunnane Estimated Flow Frequency

Flow Threshold	*RDII (mgd)*
Q_{100}	32.77
Q_{50}	30.25
Q_{25}	27.19
Q_{20}	27.03
Q_{10}	24.69
Q_{5}	21.76
Q_{2}	18.75
Q_{1}	15.36

Peak RDII frequency values were calculated for each calibration basin to examine the relative contributions from each basin. Dividing the peak RDII by the total length of the upstream collection system to calculate unit RDII values provides insight into the relative contribution of infiltration and inflow in each basin. Table 7-2 provides the peak 20-year RDII statistics for each monitoring basin. Peak RDII for monitoring basins downstream of upland basins does not account for the inflows from the upstream basins. In other words, the RDII values are specific to the RDII created solely within the monitoring basin regardless of the influence of upstream basins. Monitoring basins ABN022 and ABN023 illustrate the importance of calculating unit RDII values. Although ABN022 has a higher 20-year peak RDII than ABN023, the unit RDII per mile of pipe for ABN023 is higher. This indicates that the pipes within the ABN023 monitoring basin may be in worse physical condition than those in the ABN022 basin, as ABN023 pipes create more RDII per length of pipe.

Table 7-2. Peak RDII per Monitoring Basin			
Monitoring basin	20-year RDII (mgd)	RDII/in.-diam-mile* (mgd/in.-mi)	RDII/mi** (mgd/mi)
ABN008	0.44	0.006	0.051
ABN022	1.10	0.010	0.106
ABN023	0.47	0.015	0.171
ABN024	0.11	0.004	0.040
ABN027	0.58	0.003	0.045
ABN032	1.95	0.038	0.367
ABRN53	5.43	0.031	0.969
AUBWV016	6.90	0.030	0.263
LakelandHills	0.23	0.001	0.006
LKH001A	0.66	0.051	0.582
MSTTR02A	3.23	0.006	0.054
MSTTR22A	5.31	0.019	0.195
MSTTR48A	3.76	0.011	0.125
WINT003	0.77	0.008	0.202
WINT038	1.05	0.008	0.088

** RDII per inch-diameter mile is a calculation of peak RDII divided by the sum of the upstream pipe diameters multiplied by their respective total length of pipe in miles. This accounts for the fact that larger-diameter pipes can provide more pathways for infiltration to enter the collection system.*

*** RDII per mile is a calculation of the peak RDI divided by the total length of upstream pipe in miles without regard for the size of those upstream pipes.*

Section 8: Future Conditions

The calibrated model was modified to estimate future flows given anticipated population growth, development, and hydraulic modifications within the SSA. In Auburn, it is anticipated that population growth will contribute additional DWF to the system alongside additional RDII from extension of the sewer system to previously unsewered and undeveloped areas. Modified modeling simulations were used to identify potential capacity restrictions that will need to be eventually addressed with capital improvements. The following sections describe how the baseline model was modified to represent the future conditions of the 6-year (2020) and 20-year (2034) planning horizons.

8.1 Future Dry Weather Flow

Future increases in DWF are expected to come from two sources: population growth (both new development and redevelopment) and extending the sewer to areas that are currently using septic systems to treat their wastewater. The following two sections describe the source data and parameterization of these sources of DWF for both the 6-year and 20-year planning horizons.

8.1.1 Dry Weather Flow from Population Expansion

The state of Washington is divided into Traffic Analysis Zone (TAZ) polygons to track current populations and to estimate future populations on a small-area basis. These TAZ polygons are used predominantly to plan

transportation improvements to accommodate increasing populations. The population estimates for each TAZ can be used to estimate the anticipated populations within the SSA and, consequently, the increase in DWF from those residents. Table 8-1 maps the TAZ polygons used in this modeling effort against the boundary of the SSA (see the Sewer Comprehensive Plan for more information about the SSA). Note that the TAZ polygons do not line up directly with the boundary of the proposed SSA.

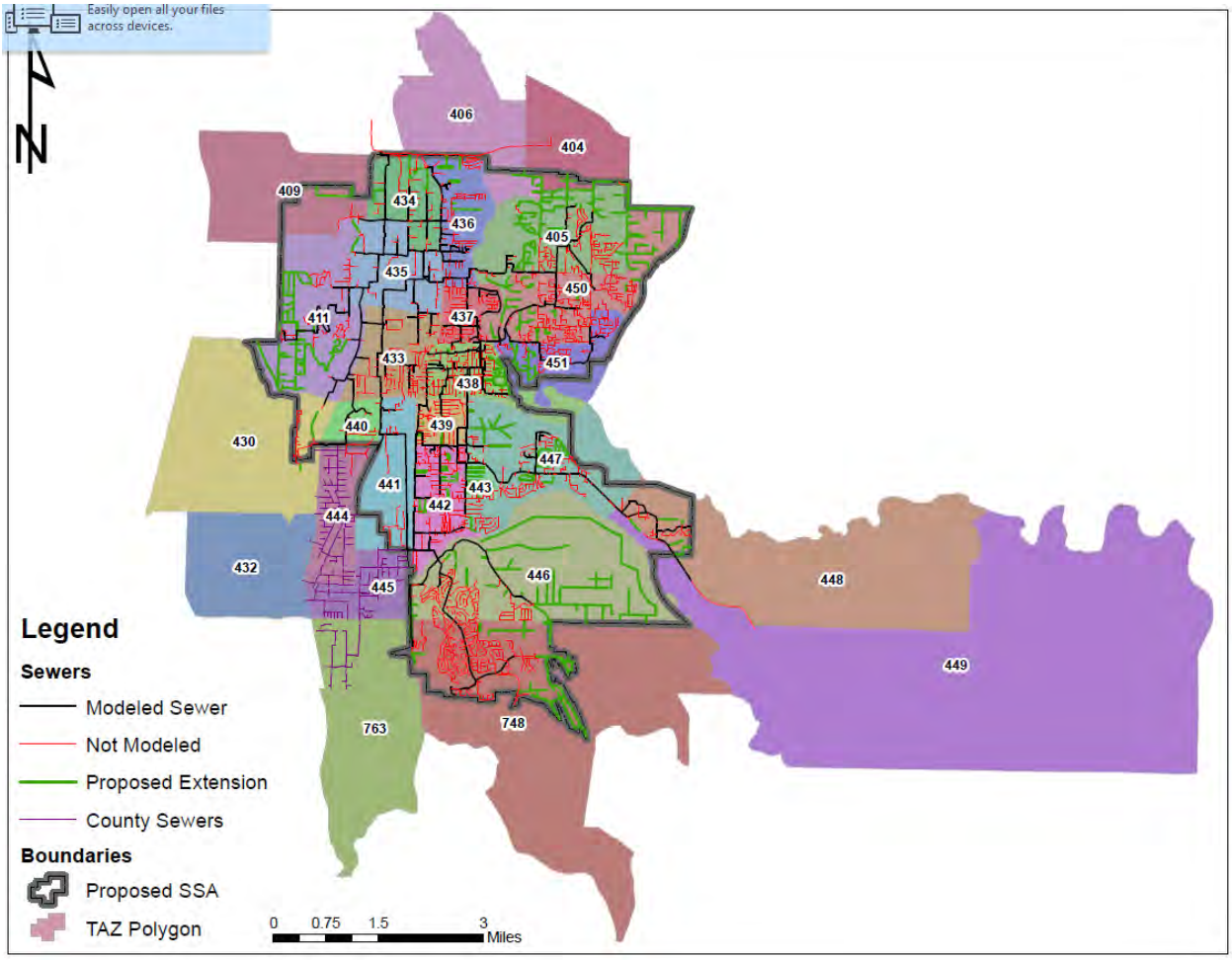

Figure 8-1. TAZ polygons within the vicinity of Auburn

To account for the differing boundaries between the TAZ polygons and the SSA, an assumption of uniform population distribution within the TAZ was made in order to perform an area-weighted approach to population growth estimation based on the fractional area of the TAZs within the proposed SSA (the exception is TAZ 748, which is described below). For example, approximately 10.5 percent of TAZ 448 is located within the proposed SSA. Therefore, only 10.5 percent of the future population projection would be applied to the estimated increase in DWF to the collection system. The area factor for TAZ 448 then becomes 10.5 percent.

Two exceptions to this method were applied in this effort. The first exception deals with TAZ polygons 432, 444, 445, and 763, which are fully outside of the proposed SSA but whose residents discharge to KC's collection system in the southwest corner of the proposed SSA. These polygons use a 100 percent area

factor and are assumed to fully discharge to KC's pipes. The second exception accounts for the non-uniformity of the existing population distribution in TAZ 748 in the north Lake Tapps area. Visual inspection of the TAZ indicated that the population density was non-uniform across the proposed SSA boundary, so the TAZ's area factor was increased from 31.4 percent to 62.8 percent, which allowed the 2013 population estimate within the city boundary using the factored TAZ polygons to equal the 2013 population estimate from the City provided by the City of Auburn (Chamberlain, 2014). This step provides assurance that the TAZ polygon area factors method matches the City's own understanding of its population numbers in the base-line scenario.

The TAZ calculations were used to estimate population increases both in the proposed SSA and on KC land (portion that use sewer lines that run through the city) for the 2020 and 2034 planning horizons using linear interpolation. The TAZ-based City of Auburn population estimates calculated by BC were within 1 percent of the citywide estimates provided by the City for the two planning horizons, indicating that the TAZ calculations were corroborating the work the City had already performed within the city's boundary. Table 8-1 below provides the population estimates and area factors for each TAZ polygon. Red, underlined text indicates TAZ polygons outside of the proposed SSA but whose populations use KC sewer lines that run through the City.

Table 8-1. Future Population Estimates by TAZ Polygon

TAZ ID	Area factor	2010 population	2013 population	2020 population	2034 population
404	10.2%	811	823	852	937
405	100%	4,678	4,871	5,320	6,240
406	10.2%	516	532	569	640
409	22.1%	2,068	2,122	2,247	2,542
411	100%	4,428	4,718	5,395	6,505
430	8.6%	678	712	790	912
432	100%	3,905	4,138	4,681	5,583
433	100%	1,576	2,589	4,952	7,348
434	100%	136	142	156	181
435	100%	83	86	94	111
436	100%	4,177	4,265	4,469	5,106
437	100%	4,479	4,499	4,546	5,068
438	83.2%	4,330	4,525	4,981	5,869
439	100%	2,376	2,386	2,410	2,686
440	100%	0	0	0	0
441	100%	12	12	12	13
442	100%	9,186	9,248	9,392	10,481
443	100%	1,296	1,307	1,332	1,494
444	100%	4,317	4,348	4,419	4,764
445	100%	4,905	4,889	4,851	5,028
446	100%	3,344	3,511	3,902	4,626
447	79.9%	6,299	6,355	6,484	7,275
448	10.4%	217	223	237	262

Table 8-1. Future Population Estimates by TAZ Polygon					
TAZ ID	Area factor	2010 population	2013 population	2020 population	2034 population
449	1.1%	46	46	47	49
450	100%	7,544	7,930	8,829	10,481
451	71.9%	2,872	2,954	3,144	3,627
748	62.8%*	9,267	9,379	9,641	10,351
763	100%	349	365	402	463
Service area population**		83,896	86,974	94,155	108,642
TAZ calculated city population		70,420	73,235	79,802	92,804
City estimate		N/A	73,235	80,532	N/A
Percent difference		N/A	0.0%	-0.9%	N/A

** Area fraction for TAZ 748 (north Lake Tapps) increased to make the TAZ calculated city population match the City's estimate for 2013.*

*** Service area refers to the area inside which all collected sewage routes through the city (including inside KC mainlines).*

Red, underlined text indicates TAZ polygons outside of the proposed SSA with populations whose sewage is conveyed through the city in KC's mainlines.

An assumption of 80 gpcd was used to assign future DWF to the model for the additional future populations, and all future population expansion is assumed to be connected to the sanitary sewer. By comparison, the calculated average DWF for the city in 2013 is 86 gpcd (which includes industrial and commercial inputs as well). Anecdotal information from the City indicates that future DWF estimates are near 60 gpcd. Given that future development is likely to include higher-efficiency water features that reduce per capita water demands, a planning-level value of 80 gpcd is considered conservative. Industrial and commercial inputs were assumed to scale proportionally with population growth.

Future DWF from population growth was applied to the model in addition to existing DWF for both the 2020 and 2034 planning horizons. Application of the future DWF was performed using MIKE URBAN's water load boundary condition editor, which allows a specified flow magnitude to be loaded at any node and scaled or manipulated by a factor or pattern. Water loads representing future DWF magnitudes were applied to the model's nodes within each TAZ with load distribution based on the upstream pipe length factors described in Section 6.2. For example, TAZ 405 is estimated to experience population growth of 642 people within the proposed SSA by 2020, which equates to 0.051 mgd of future DWF. That 0.051 mgd of DWF was then distributed proportionally across the nodes within TAZ 405 based on the area factors from the upstream pipe length calculations (described in Section 6.2).

8.1.2 Dry Weather Flow from Sewer Extension

The City plans to extend the sewer system into residential areas that currently use onsite septic systems. These areas will contribute DWF to the collection system in addition to the DWF increases from population growth described above. Accounting for the amount and source of the DWF from the sewer extension involved planning the locations of the future sewers and estimating the chance they will be developed by each of the planning horizons. BC identified areas where the sewer system was likely to be expanded to serve both developed and undeveloped areas. Those locations were geocoded as proposed sewer lines within ArcGIS. The City provided a "percent chance of development" for these sewer lines based on the 2020 and 2034 planning horizons (Table 8-2).

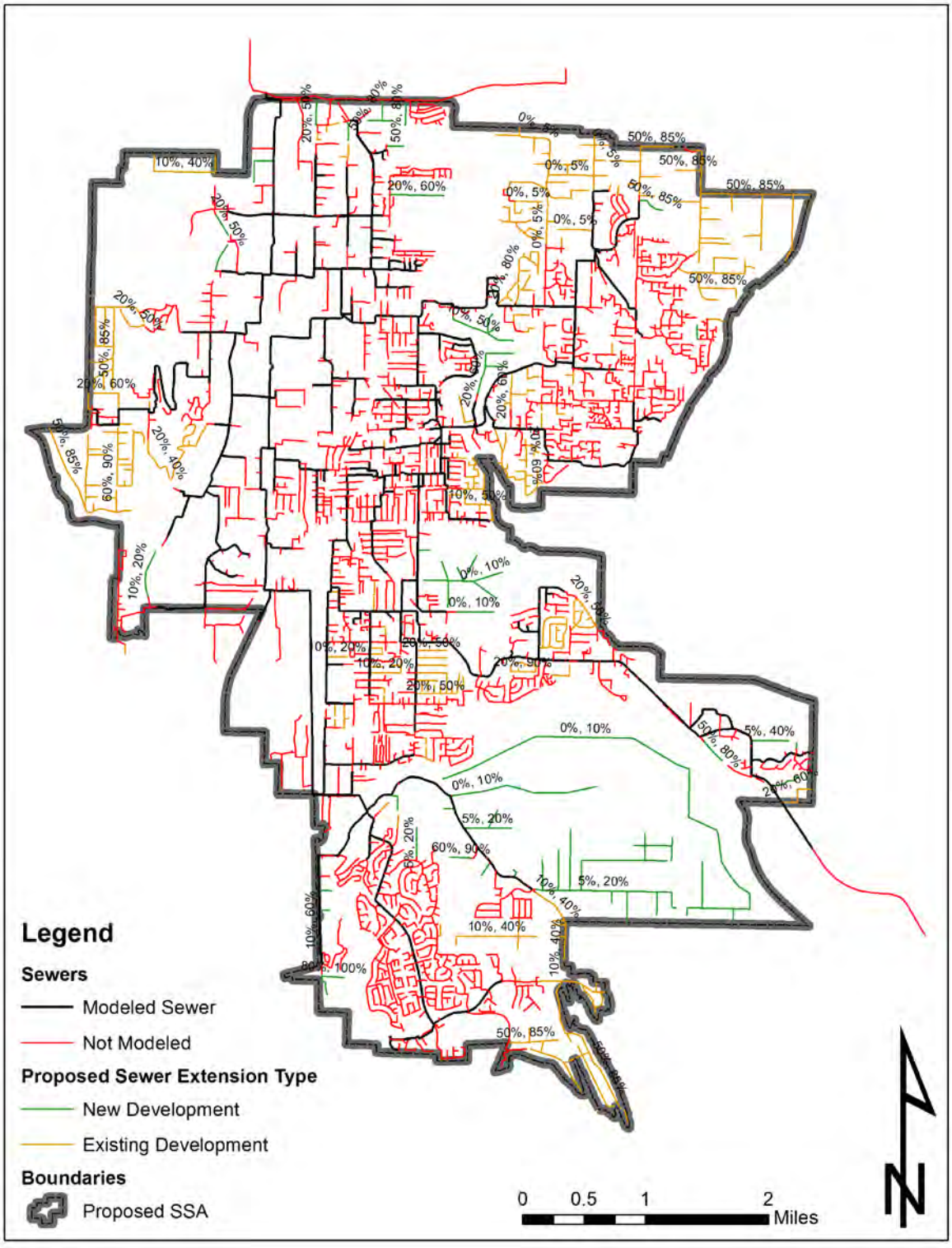

Figure 8-2. Proposed sewer extensions and development percentages

Legend: (2020 Percentage, 2034 Percentage)

Sewer lines were classified as serving either new development or existing development. To estimate the magnitude of the DWF from existing development, the existing DWF from eight headwater-monitoring basins was divided against the total length of pipe in those basins to get a value of 0.52 mgd of DWF per 100,000 feet of pipe. This value provides an estimate of the amount of DWF produced per length of pipe, which can estimate DWF from sewer line extension to developed areas. DWF from new development is accounted for in the population expansion statistics.

Applying the percent chance of development to the estimated flow magnitude for the lines to the existing development adjusts that future DWF down to a value representative of the chance that the DWF will ever exist in the sanitary system. Flows were loaded into the model at the nearest node located downstream of the future line. A citywide average diurnal pattern was used to scale the DWF throughout the day.

8.2 Future Wet Weather Flow

The construction of new sewer lines will create additional pathways for RDII to enter the collection system because of inevitable holes, cracks, joint failures, and faulty connections. Accounting for that future RDII in the model is important to make a more reasonable estimate of the future HGL when additional RDII enters the collection system from sewer extension. Figure 8-2 (Section 8.1.2) indicates the locations of the planned sewer extensions, as well as the percent chance that they will be constructed by the 2020 and 2034 planning horizons. All of these planned lines, whether for new development or to connect existing development, are subject to RDII; thus, the development type distinction is irrelevant in the calculation of future wet weather flow. It is assumed that existing lines will have approximately the same amount of structural defects in the future, so their RDII loading is unchanged for future conditions.

BC used KC's planning-level peak RDII value of 1,500 gallons per acre per day (Earth Tech Team, 2005) to estimate RDII into the new sewer lines for a 20-year storm. Calculating a contributing area to the proposed sewer lines was performed by multiplying the sewer length by 200 feet of influence width (described in Section 6.2). To account for the chance that the pipe segment will be in the ground by the planning horizon, the percent chance of development factor was multiplied by the contributing area to scale it down. Equation 8-1 below describes the flow calculation for RDII from sewer extension.

Equation 8-1. Flow from sewer extension RDII

$$Q_{infilt-mgd} = (1500\ gpad) * (pipe\ length\ ft) * (200\ ft\ width) * (Planning\ Horizon\ Development\ Percentage) * \left(\frac{1\ ft^2}{43{,}560\ acre}\right) * \left(\frac{1\ MG}{1{,}000{,}000\ Gal}\right)$$

The future wet weather RDII was loaded into the model using a scaled unit RDII time series and an applied factor. The RDII time series of the ABN032 basin was selected because the hydrograph provides a large volume of water to the system because of its elongated rising and recession limbs. A high-volume time series will produce a conservative result when evaluating storage and conveyance.

The ABN032 time series was scaled to a peak value of 1 mgd such that a factor within the model could be used to multiply the time series to the appropriate value for each loading node based on Equation 8-1 above. For example, if the required flow at a node from a sewer line extension is 0.05 mgd peak, a factor of 0.05 is applied to the RDII time series to produce 0.05 mgd of peak flow to the model. This method provides a representative hydrograph shape to use within the model as compared to using a constant RDII value at each node, which would provide an overly conservative flow volume.

Figure 8-3 shows the difference between high and low volume time series. The two time series experience identical peak flow rates; however, the purple time series puts significantly more water into the collection

system and is more likely to indicate capacity deficiencies in the system than the red time series. Using a high volume hydrograph within the model ensures that the peak is propagated downstream rather than allowing for attenuation of the instantaneous peak which could leave downstream bottlenecks unexposed.

Figure 8-3. High and low volume time series comparison example

Red = low-volume storm; purple = high-volume storm

For areas of redevelopment where housing will become denser, an assumption that denser developments will most likely use the existing sewer lateral rather than install new laterals prevents the need to load future RDII from those areas. Consequently, RDII from new development was the only type of future RDII included in the model.

8.3 Future Hydraulic Improvements

After the flow monitoring period between 2009 and 2011, KC embarked on a two-phase project to reduce flooding risks in capacity-limited sections of its sanitary sewer lines. For Phase I, KC constructed the SRT in 2013, which routes wastewater flow from the MSTTR48 monitoring basin (diversion at the intersection of K Street SE and 17th Street SE) to the Auburn West Interceptor, thereby alleviating capacity deficiencies in the diversion area. This was included in the baseline-conditions model. Phase II of the project will route flow from the Pacific PS to the Auburn West Interceptor, thereby reducing surcharging near the intersection of Boundary Boulevard SW and O Street SW. This project needed to be included in the future-conditions scenarios as it is planned but not yet designed or constructed.

At the time of modeling, design drawings were not available for the Pacific PS project. A conceptual layout of the project indicated that a new force main would be constructed to discharge to an interceptor line that runs parallel to the Auburn West Interceptor before the two lines join at MH 807-46. Information such as the pump station's capacity, operational changes, force main diameter, etc., was not available; therefore, assumptions were made to fill in these gaps.

In the calibration-conditions model, the Pacific PS was not modeled, nor was KC's upstream collection system. The area tributary to the Pacific PS is a part of the AUBWV016 monitoring basin. Because the pump station belongs to KC, it was not explicitly included in the baseline-conditions hydraulic model but, rather, its inflow hydrograph was captured in the calibration of the AUBWV016 hydrologic model. As described in Section 6.2, the AUBWV016 hydrologic model was modeled with one subcatchment to load KC flows into the City's collection system without a full collection system model. Although GIS data exist that describe the layout of the County's pipes tributary to the AUBWV016 flow monitor, elevation data are lacking such that the collection system could not be built without additional data. Therefore, the AUBWV016 model subcatchment (representing the hydrology of the monitoring basin) was subdivided to isolate the area contributing to the Pacific PS.

KC GIS data were used to calculate the total length of pipe upstream of the AUBWV016 flow monitor, including the areas upstream of the Pacific PS. The ratio of the length of pipe upstream of the Pacific PS to the total length of pipe within the AUBWV016 monitoring basin was used to divide flows from the AUBWV016 subcatchment into two subcatchments. Figure 8-4 below shows the pipes located within the AUBWV016 monitoring subcatchment and the proposed force main layout and discharge location. The green pipes upstream of the Pacific PS account for 59 percent of the total pipe length within the monitoring basin. Consequently, the AUBWV016 subcatchment in the hydrologic model was split and 59 percent of the area was re-routed to MH 807-46.

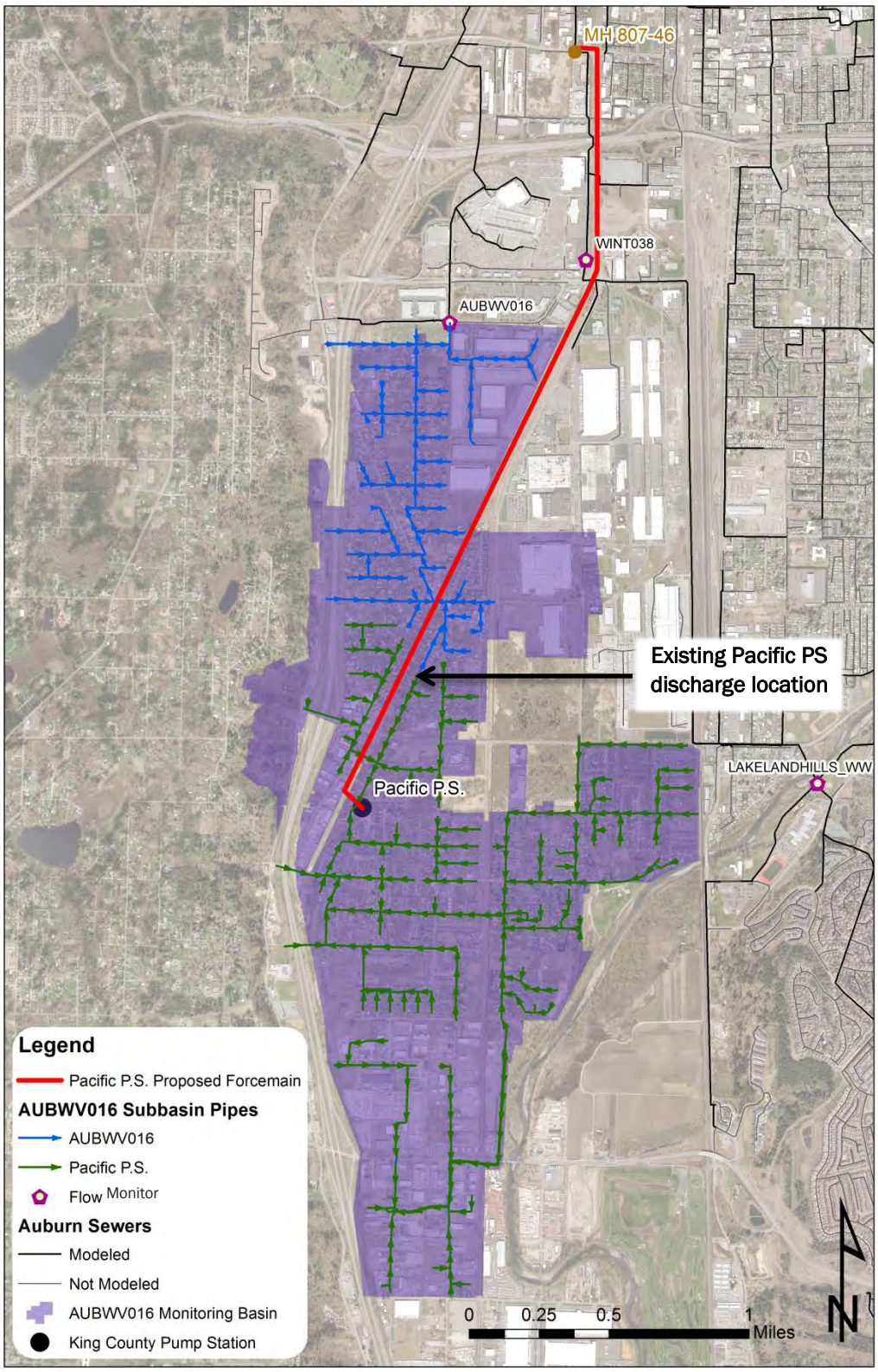

Figure 8-4. Pacific PS re-route

8.4 Future-Conditions Summary

Preparing the MIKE URBAN model to simulate future conditions required adjustments to both the hydrologic inputs and the hydraulic network. DWF and RDII must be increased to account for population growth and future development. Hydraulic modifications to the collection system must reflect planned infrastructure projects. Table 8-2 summarizes the three results-producing periods of analysis and the major changes associated with them.

Table 8-2. Analysis Period Model Modifications

Scenario	Dry weather flow	Wet weather flow	Hydraulic modifications
Baseline	None	None	Stuck River Trunk (constructed 2013)
2020 (6-year planning horizon)	Population expansion = +0.82 mgd Sewer extension = 0.36 mgd	Sewer extension = + 0.56 mgd	Pacific PS new discharge location*
2034 (20-year planning horizon)	Population expansion = + 1.98 mgd Sewer extension = +0.78 mgd	Sewer extension = + 1.23 mgd	None*

**Analysis period includes hydraulic modifications from previous periods.*

Section 9: Model Results

The following sections describe the results of the hydraulic capacity evaluations. A 20-year event was simulated to identify locations where the sewer collection system does not have sufficient capacity to meet the LOS standard. The City's LOS standard for new sewers is defined as no surcharging of pipes during the 20-year storm (where surcharging is defined as the HGL rising above the pipe crown). For existing sewers, the standard is relaxed to allow surcharging below an excessive level, although the magnitude of excess is not defined. The maps in the subsequent sections identify the minimum freeboard calculated at each modeled manhole. Minimum freeboard at a manhole is calculated as the depth from the maximum simulated HGL elevation to the surface elevation. Manholes with maximum HGL elevations that exceed the rim elevation are considered to be in flooding condition. Assessment of minimum freeboard gives indication of hydraulic restrictions as the system is forced to back up and surcharge when water cannot pass through restricted sections. For the purposes of this analysis, manholes with 3 feet of minimum freeboard or less are indicated as they are surcharged high enough to cause or nearly cause flooding because of hydraulic restrictions.

Capacity evaluations were run with all manholes set as "sealed." Sealing the manholes prevents water losses due to flooded manholes and forces sewer flows to continue downstream. This retains flows for evaluation of downstream pipe capacities so that the entire collection system can be evaluated for peak flow capacity.

9.1 Baseline Conditions

Results from the baseline-conditions simulation indicate one area that floods (along Boundary Boulevard SW west of O Street SW) and 20 additional locations with less than 3 feet of freeboard. Investigation of the 20 locations with less than 3 feet of freeboard indicates that all of the manholes are shallow with depths between 2.5 and 3.5 feet, which means that even DWF alone will result in 3 feet of freeboard or less. These minimum freeboard locations are therefore not to be interpreted as indicative of a hydraulic restriction that causes surcharging induced by high amounts of RDII. Figure 9-1 presents the minimum freeboard at all manholes within the model in the baseline condition.

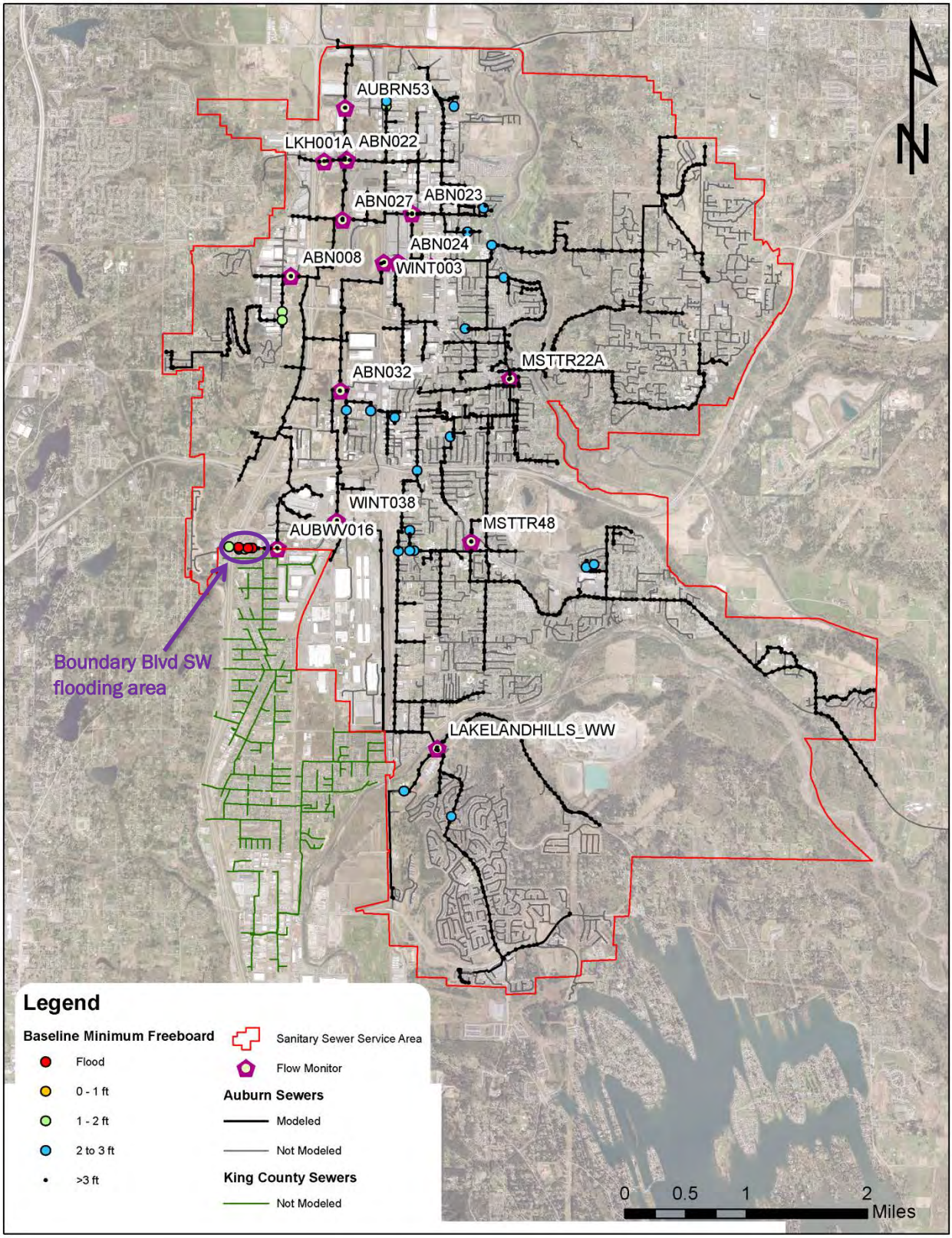

Figure 9-1. Baseline-conditions minimum freeboard

Figure 9-2 shows MH 409-33 (one of the 20 identified manholes outside of the Boundary Boulevard area with less than 3 feet of minimum freeboard), which has a calculated freeboard of 2.14 feet. The MH depth is 2.41 feet, which means the depth of flow is only 0.27 foot. Because only 27 percent of the pipe depth (1-foot diameter pipe) is being used at the peak of the 20-year storm, the calculated minimum freeboard in this MH is not indicative of a hydraulic restriction. This situation is similar at the 19 other shallow manhole low freeboard locations throughout the city. (Note: MIKE URBAN's results viewer displays in metric units.)

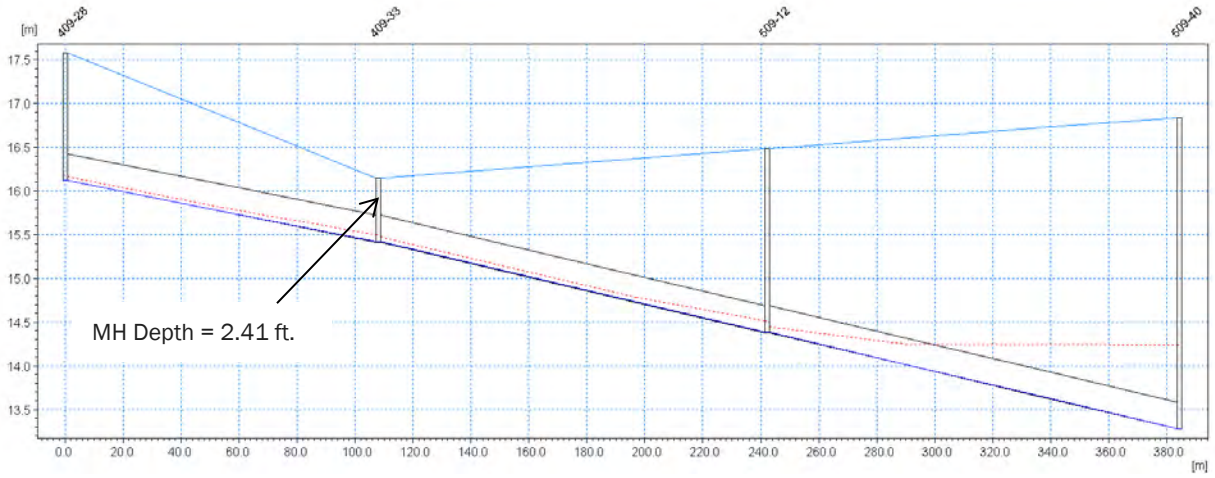

Figure 9-2. Low-freeboard short manhole

Figure 9-3 below shows the simulated HGL along Boundary Boulevard SW between State Route (SR) 167 and O Street SW and indicates that MH 906-26 and MH 906-12 would flood during the 20-year event. There is only 2,400 feet of Auburn sewer upstream of this location (to the left of MH 906-14 in the figure), so the flooding is induced primarily by RDII from the 139,000 feet of KC line upstream of the AUBWV016 flow monitor (which discharges into MH 906-06 in the figure) rather than RDII from the Auburn line itself. Flows from upstream of the AUBWV016 monitoring basin include the existing discharges from the Pacific PS.

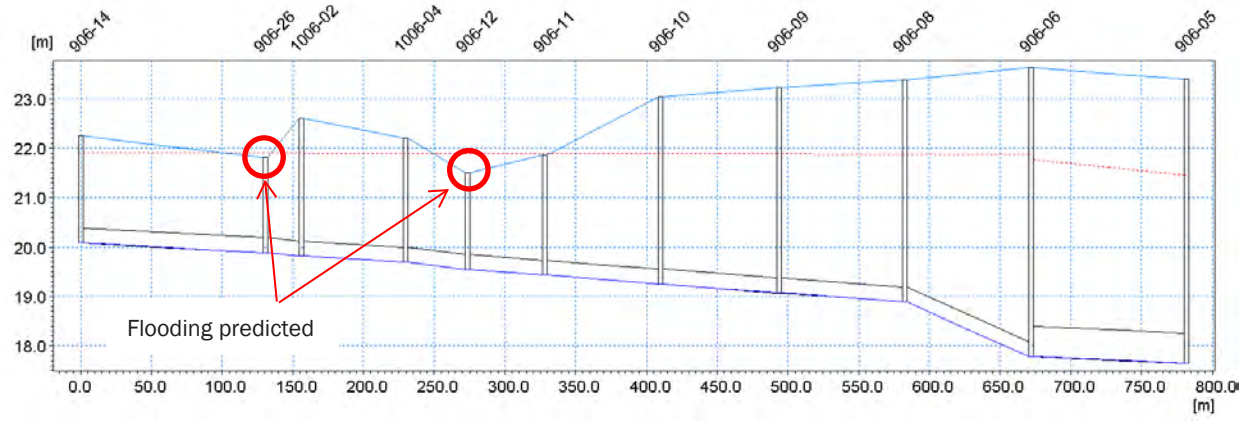

Figure 9-3. Flooding along Boundary Boulevard SW

The baseline-conditions model run indicates that there is area with flooding and it is due to high flows from KC. Twenty other locations have calculated minimum freeboard levels of less than 3 feet; however, this calculation is due to short manhole depths. These 20 locations were inspected and hydraulic results of the model did not indicate that there were instances of hydraulic restriction during the 20-year storm. These 20 locations can therefore be ignored as they do not represent a risk to LOS.

9.2 2020 Conditions

Results from the 2020 simulation indicate that re-routing flow from the Pacific PS to the Auburn West Interceptor reduced the HGL along Boundary Boulevard SW such that no manholes show a minimum freeboard of less than 3 feet. However, the additional flows in the KC-owned Auburn West Interceptor raise the HGL enough to cause the minimum freeboard to fall below 3 feet in eight manholes between 15th Street SW and 15th Street NW. Figure 9-4 provides the minimum freeboard map for the 2020 simulation.

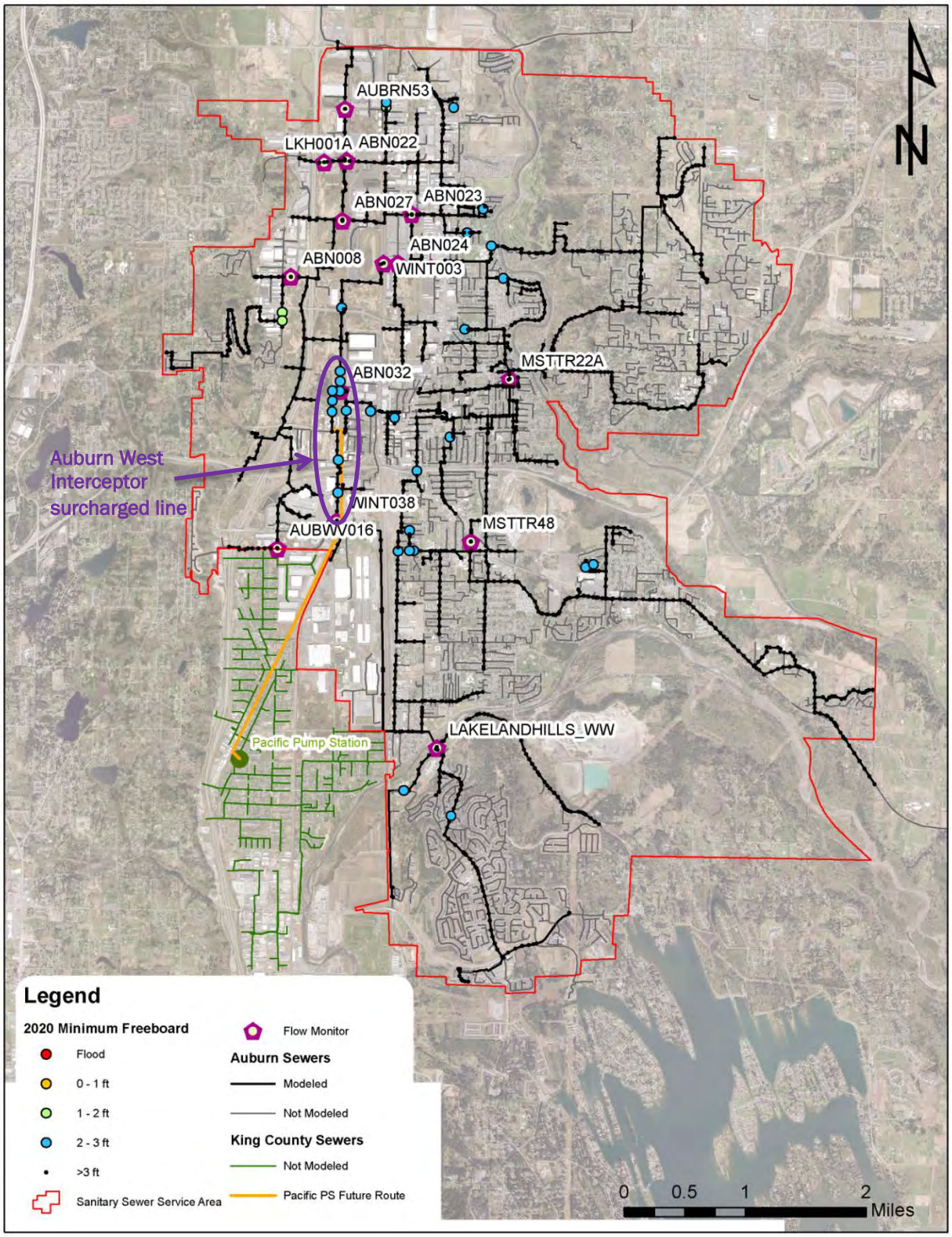

Figure 9-4. 2020 conditions minimum freeboard

Figure 9-5 shows the surcharged segment of the Auburn West Interceptor from MH 907-01 to MH 607-20, which includes the eight manholes with freeboard less than 3 feet (1 meter in the figure). This line is owned by KC and is therefore not considered for CIP by the City.

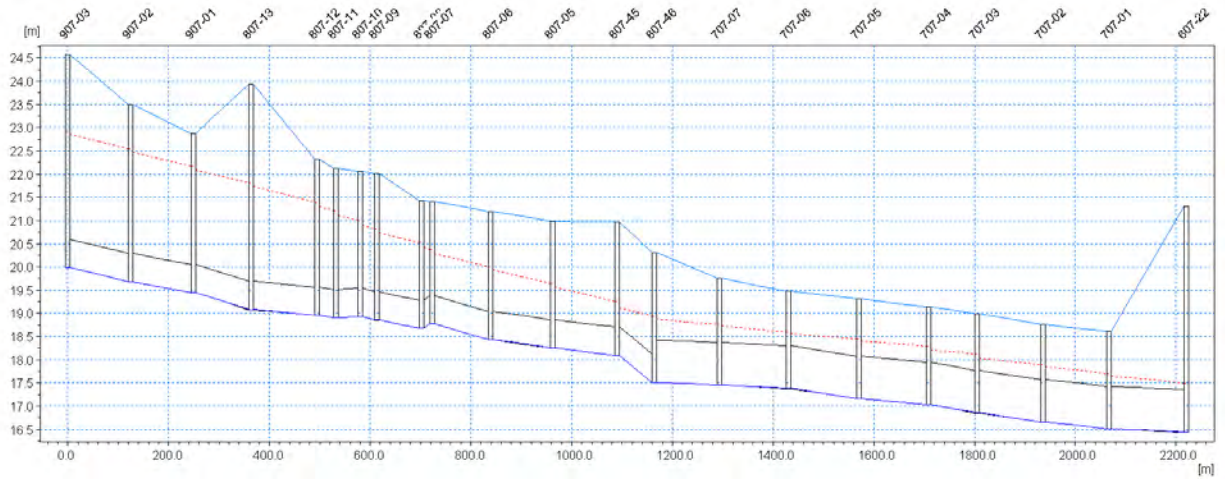

Figure 9-5. 2020 surcharge of the KC-owned Auburn West Interceptor

9.3 2034 Conditions

Results from the 2034 simulation are considered to be more uncertain than the results of the baseline and 2020 scenarios. This is because accurately predicting the pace and location of development and population expansion 20 years into the future is inherently difficult. Consequently, the following results should be interpreted as indications of what could happen given best estimates, rather than predictions of what will necessarily happen. The model results indicated that the area around the intersection of Perimeter Road SW and 1st Street SW is likely to experience flooding due to increased flows within the Auburn West Interceptor. Additionally, future sewerage of the existing development upstream of the Verdana PS is likely to produce surcharge in the line along 118th Avenue SE. Figure 9-6 presents the results of the minimum freeboard evaluation for the 2034 planning horizon.

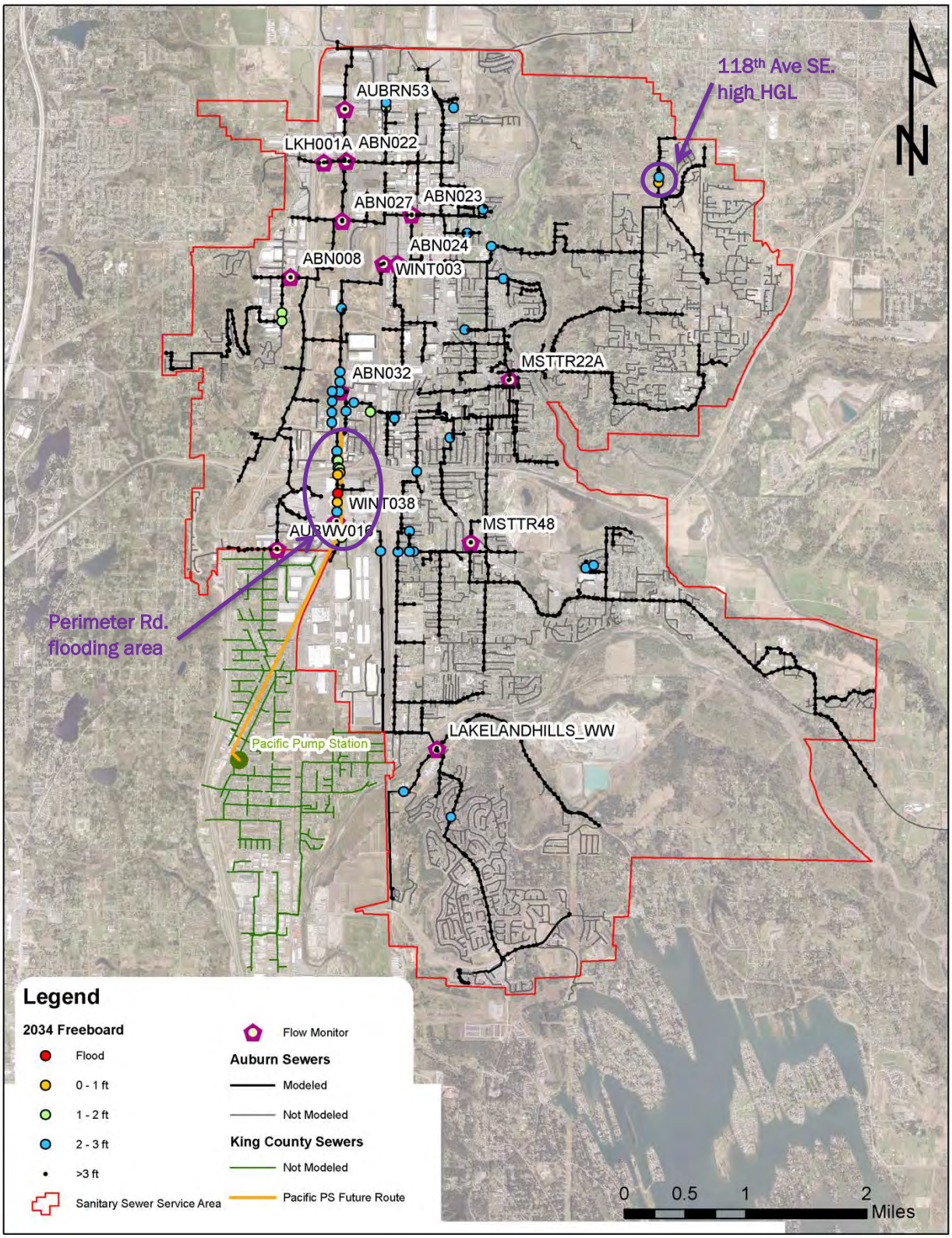

Figure 9-6. 2034 conditions minimum freeboard

Figure 9-7 shows the maximum HGL along 118th Avenue SE to the Verdana PS wetwell. MH 313-115 has a minimum of 0.5 foot of freeboard at the peak of the event. This area, although already developed, is planned to be sewered to bring the existing development onto the City's collection system. The model indicates that when this area is sewered, the shallow sloped section of 8-inch-diameter pipe upstream of the Verdana PS is likely to surcharge to within 0.5 foot of the lowest manhole (313-116) rim elevation, indicating a high risk of flooding at that location. This is attributable to both the shallow slope of the 8 inch line as well as a diameter decrease to 6 inches just upstream of the Pump Station at 413-50. It is recommended that the City verify this diameter decrease as the GIS database (the source of the diameter information) may be incorrect). Assuming the diameter information is correct, the modeling results indicate that although the Verdana PS has been sized and built to handle increased flows associated with future sewerage, the existing sewer lines may not have enough capacity to convey that sewage to the pump station in 2034.

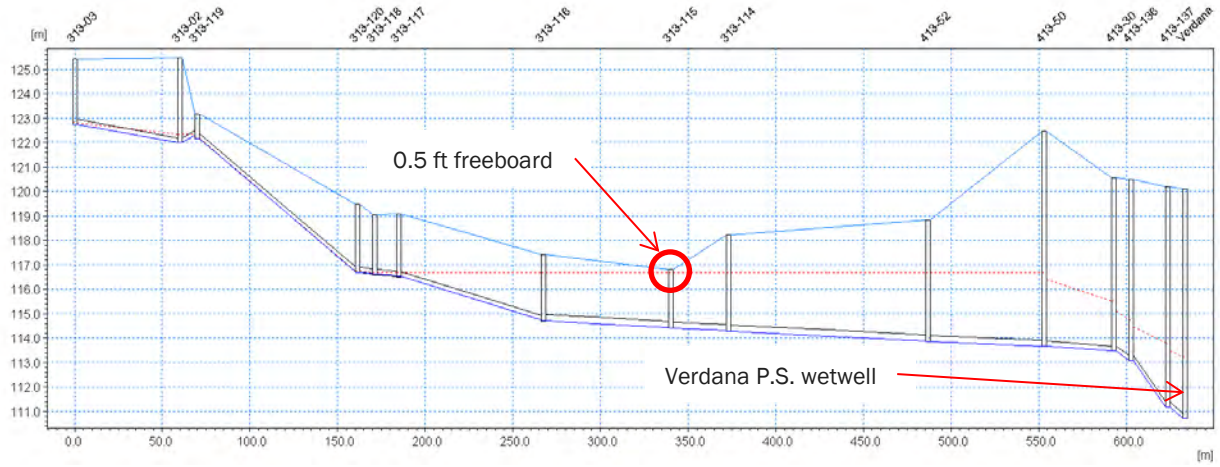

Figure 9-7. Surcharged line upstream of Verdana PS

Figure 9-8 presents the hydraulic profile of the Perimeter Road flooding area along the Auburn West Interceptor. The added flows from the SRT, the diversion of Pacific PS, as well as the increased flows from population growth and new sewer lines all increase the HGL in this line, resulting in flooding at two locations. Although this flooding violates the City's LOS, the line is owned by KC and is therefore not considered for CIP development by the City.

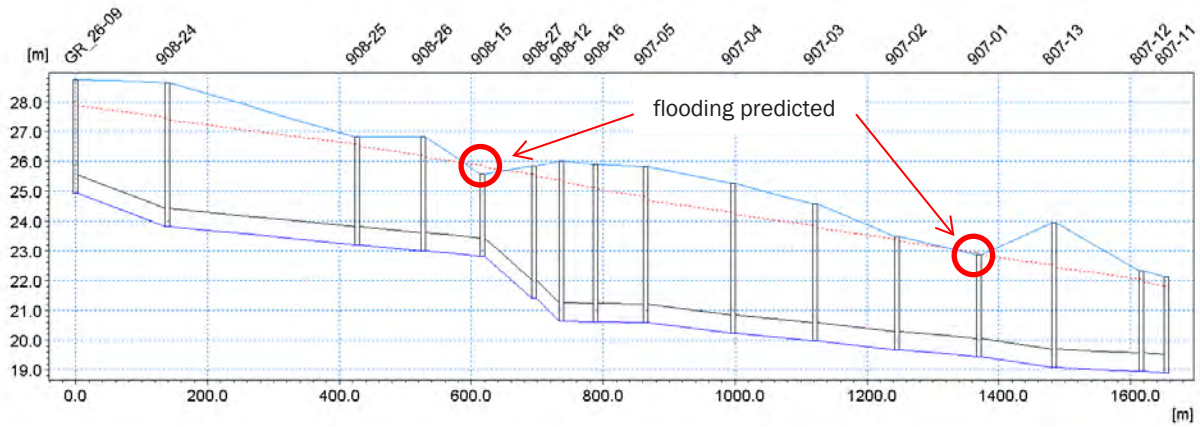

Figure 9-8. Hydraulic profile of KC-owned Auburn West Interceptor at Perimeter Road

Section 10: Conclusions

BC used MIKE URBAN to construct and calibrate a model of the City's sewer collection system including outlying areas that drain into the city. The model was used to evaluate conveyance capacity deficiencies for existing baseline conditions, as well as the future 6-year and 20-year conditions corresponding with the planning horizons of the Comprehensive Plan. The model was calibrated using 2 years of flow data from 14 KC flow monitoring sites that were within the Auburn vicinity. Calibrating over this long period of time helps to reduce model calibration uncertainty as a variety of storm sizes and durations are used to adjust the model parameters.

BC modeled future H&H conditions for the 6-year and 20-year planning horizons using population growth and sewer extension estimates, which add dry and wet weather flow to the collection system by adding new users and new pipe. Hydraulic features constructed after the flow monitoring period, such as new pump stations and a trunk line, were included in the model to accurately represent baseline conditions. A future modification to King County's Pacific PS, although still in conceptual design, was modeled in both future conditions to estimate the effect of that modification on hydraulic conveyance.

BC analyzed long-term hydrographs to identify an event in the 64-year rainfall record that is closest to a 20-year event. The 20-year event, which took place on February 5, 1996, was simulated in the existing-conditions, future 6-year, and future 20-year conditions models to evaluate the LOS of the collection system in all three conditions. Although LOS is defined stringently for new construction as no surcharging of the pipe crown during a 20-year storm, surcharge below an excessive amount is allowed for the existing system before LOS is considered to be violated. Modeling results analysis identified manholes with less than 3 feet of minimum freeboard during the 20-year storm as an indicator of pipe sections with hydraulic restriction that cause surcharge of the system.

In general, the City of Auburn's sanitary collection system has no capacity-related issues. Although the baseline-conditions modeling indicates flooding along Boundary Boulevard, this issue will be alleviated by the re-routing of discharge from KC's Pacific PS in the coming years. The 6-year planning horizon simulation, which accounts for the Pacific PS's proposed new discharge location, indicates that the Auburn West Interceptor will experience surcharge as the HGL will rise to within 3 feet of minimum freeboard because of increased discharge from the pump station. The interceptor is owned by KC and is not considered for CIP. The 20-year planning horizon simulation indicates that flooding is likely to occur along the Auburn West Interceptor and surcharge is likely upstream of the Verdana PS. The sewer lines upstream of the Verdana PS are owned by the City; however, CIP is not planned around results from this scenario because of the uncertainty associated with the assumptions for 20 years into the future.

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Earth Tech Team, Regional Needs Assessment Report, Regional Infiltration and Inflow Control Program, Appendix A5 Assumptions for Regional I/I Control Program, King County, 2005 (pg. 7)

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Western Washington Hydrologic Model 2012. http://www.ecy.wa.gov/programs/wq/stormwater/wwhmtraining/index.html

Attachment A: Modifications to Collection System GIS

MH ID	Issue
807-28	Elevation likely too low, appears to look like a syphon. Rim elevation much lower than nearby contour
908-19	Invert likely too high. Profile jumps up for this MH. Interpolate the elevation for a smooth profile
808-80, 708-12	Elevation likely too low, appears to look like a syphon. Interpolate the elevation for a smooth profile. MH elevations in area do not match 2008 Comp Plan model
508-28	Elevation likely too low, appears to look like a syphon. MH not in 2008 comp plan model. Interpolated to a new elevation for consistent profile.
1009-91	Elevation too low, appears to look like a syphon. Use invert from 909-56 in 2008 comp plan (same location, name appears to have changed).
1012-69	Elevation was low for outlet node of a forcemain. Use 2008 comp plan model for elevations
1009-95	Elevation likely too high. Interpolate to constant slope to match rest of trunk. Node not in 2008 comp plan
1009-44	Elevation likely too high. Use 2008 comp plan model value to prevent adverse slopes
1009-101	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value.
1009-100	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value.
909-52	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value.
909-102	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value.
809-91	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value.
709-40	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value.
709-80	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value for invert. Rim elevation was below pipe crown, so interpolate to rim elevation.
709-28	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
1010-91	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
811-13	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
810-20	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
710-25	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value
710-34	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
710-32	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
610-48	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value
610-123, 610-125, 310-124	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
610-12, 610-117	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value
610-09	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value
611-56	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
511-54	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
510-76	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
511-26, 511-27	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value
511-41, 511-39, 411-68, 410-77, 410-76	Elevations adjusted to 2008 Comp Plan to remove adverse slopes
509-19, 509-18	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value. Set 509-19 Rim to same as the next MH downstream in the intersection as the comp plan value is illogically high (almost 30 feet higher than same intersection MH)
509-07	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value.
908-19	Elevation likely too high. Creates adverse slope on inlet pipe. Interpolate the invert as MH does not exist in 2008 comp plan.
808-80	Elevation likely too low. Creates adverse slope on outlet pipe. Interpolate a value as MH not in 2008 Comp Plan
708-29	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value

508-28	Elevation likely too low. Creates adverse slope on outlet pipe. Interpolate a value as MH not in 2008 Comp Plan
614-90	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
714-05	Elevation likely too low. Creates adverse slope on outlet pipe. Interpolate value as MH not in 2008 comp plan
713-18	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan model value.
413-66	Elevation likely too high. Creates adverse slope on inlet pipe. Invert interpolated as MH is not in 2008 comp plan.
512-91	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
512-10	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
611-07	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan value.
709-28	Rim elevation much higher than nearby contours. Interpolated value used.
409-40	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
410-78	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
410-01	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan value.
410-25	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
409-55	Invert likely too high. Creates adverse slope on outlet pipe. Interpolate an invert as MH not in 2008 comp plan model.
606-86	MH Depth 1.2', not likely. Rim elevation interpolated
506-07	Invert too high. Creates adverse slope on inlet pipe. Use 2008 comp plan value.
906-14, 906-26, 1006-02, 1006-04	Inverts too low, use comp plan values. Otherwise, water would not leave the pipes to travel downstream (steep adverse slope after 1006-04)
906-05	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
807-28	Elevation likely too low. Creates adverse slope on outlet pipe. Use 2008 comp plan model value
307-07	Elevation likely too high. Creates adverse slope on inlet pipe. Use 2008 comp plan value.
409-72, 309-11, 309-10	Elevations incorrect. Use 2008 Comp Plan values
409-01	Elevation too low, creates adverse slope outlet pipe. Use 2008 Comp Plan value
309-75, 309-74	Elevations too low, creates adverse sloped mainline. Use 2008 comp plan values
309-68	Elevation too low. Use 2008 comp plan value
309-76, 309-49, 309-48, 309-47, 309-46, 309-68	Elevations need adjustment to 2008 comp plan values as pipeline is adverse
207-11, 207-05	Elevations need adjustment down as pipeline is adverse. Use 2008 comp plan values
713-22	Invert too high, interpolate a lower value as 2008 comp plan value is integer.
713-14, 713-13	Elevations too high, create adverse slopes. Use 2008 comp plan values
709-84, 709-87, 709-68, 709-67, 709-63	Adjust all values to 2008 Comp Plan values as this section is adverse
710-72, 710-73, 710-74	Adjust all values to 2008 Comp Plan values as this section is adverse
608-32, 508-13	Adjust all values to 2008 Comp Plan values as this section is adverse
509-12	Elevation too high, creates adverse slope. Interpolate value as comp plan value is a copy of upstream value.
409-51	Elevation too low, creates adverse slope. Interpolate value.

407-01	Value likely too high, interpolated down so mainline is constant slope.
307-18	Value likely too high, interpolated down so mainline is constant slope.
1208-38, 1108-09, 1108-07, 1108-08, 1008-09, 908-24, 908-25, 908-26	Interpolated MH inverts based on 0.002 ft/ft slope upstream of known elevation at 908-15. Rim elevations estimated from contours

Attachment B: Pump Station Data

Structure ID	Pump Station Name	Number of Pumps	Wet Well						Lead Pump		Lag Pump		Single Pump Capacity (gpm)
			Invert Elevation (ft)	Rim Elevation (ft)	Depth (ft)	Unit Area (ft^3/ft)	Volume (ft3)	Diameter, assuming circular (ft)	Start Level (ft)	Stop Level (ft)	Start Level (ft)	Stop Level (ft)	
1610	Area 19	2	522.21	540.81	18.6	28.27	525.822	6	529.2	527.5	530.2	527.5	325
1509	Terrace View	2	58.5	77.6	19.1	28.27	539.957	6	64.6	63.8	65.6	63.8	675
1309	Ellingson Road	2	72.3	93.9	21.6	50.27	1085.832	8	77.5	75.8	79.0	75.8	1527
1009	F Street	2	80.2	103.3	23.1	28.27	653.037	6	86.7	85.3	87.7	85.3	400
611	Riverside	2	41.96	71.21	29.25	28.26	826.605	6	48.4	47.0	49.4	47.0	400
710	R Street	2	53.98	71	17.02	28.26	480.9852	6	60.2	59.2	61.2	59.2	100
705	Peasley Ridge	2	454.55	474.25	19.7	28.26	556.722	6	460.5	458.6	461.5	458.6	275
614	Rainer Ridge	2	385.25	405	19.75	28.26	558.135	6	391.2	389.1	392.2	389.1	200
811	Valley Meadows	2	46.98	72.5	25.52	28.26	721.1952	6	51.5	50.5	52.5	50.5	125
511	22nd Street	2	41	57.43	16.43	28.7	471.541	6	47.1	45.8	48.1	45.8	550
209	D Street	2	33.5	50	16.5	28.27	466.455	6	39	38	40	38	400
710	8th Street	2	60.25	78.25	18	28.27	508.86	6	64.1	63.05	65.05	63.05	150
1309	Lakeland	2	0	0	0	400	0	NA	0	0	0	0	0
1511	North Tapps	2	505	537.45	32.45	28.26	917.037	6	512	510.6	513	510.6	510
1208	Safeway	2	0	0	0	0	0	0	0	0	0	0	0
413	Verdana	3	363.17	394	30.83	175	5395.25	15	371.37	369.37	372.37	369.37	1750
210	Auburn 40	2	23	57.4	34.4	63.6	2187.84	9	28.5	26.5	29.5	26.5	440
912	Dogwood	2	255	273.4	18.4	50.26	924.784	8	260	259	260.8	259	300

Appendix C: Pump Station Information

Pump Station Data Summary

Structure ID	Pump Station Name	Year Built	Serial Number	Number of Pumps	Wet Well						Lead Pump		Lag Pump		Single Pump Capacity (gpm)	Single Pump Capacity (MGD)	Second Pump Capacity (MGD)
					Invert Elevation (ft)	Rim Elevation (ft)	Depth (ft)	Unit Area (ft^3/ft)	Volume (ft3)	Diameter, assuming circular (ft)	Start Level (ft)	Stop Level (ft)	Start Level (ft)	Stop Level (ft)			
South Hill Sewer Basin																	
1610	Area 19	2006	09-07383-00V	2	522.21	540.81	18.6	28.27	525.8	6	529.2	527.5	530.2	527.5	325	0.468	0.234
1511	North Tapps	2007	09-07382-00N	2	505	537.45	32.45	28.26	917.0	6	512	510.6	513	510.6	510	0.734	0.367
1509	Terrace View	2007	09-07382-00N	2	58.5	77.6	19.1	28.27	540.0	6	64.6	63.8	65.6	63.8	675	0.972	0.486
Valley Sewer Basin																	
210	Auburn 40	2010	12-07206-00	2	23	57.4	34.4	63.6	2187.8	9	28.5	26.5	29.5	26.5	440	0.634	0.317
1309	Ellingson Road	2011	12-07210-00-F	2	72.3	93.9	21.6	50.27	1085.8	8	77.5	75.8	79.0	75.8	1527	2.199	1.099
1009	F Street	1980	08-7822-D	2	80.2	103.3	23.1	28.27	653.0	6	86.7	85.3	87.7	85.3	400	0.576	0.288
710	R Street	1977	07-7563-F	2	53.98	71	17.02	28.26	481.0	6	60.2	59.2	61.2	59.2	100	0.144	0.072
811	Valley Meadows	1992	14-1723-Z	2	46.98	72.5	25.52	28.26	721.2	6	51.5	50.5	52.5	50.5	125	0.180	0.090
710	8th Street	1974	14-1795-Z	2	60.25	78.25	18	28.27	508.9	6	64.1	63.05	65.05	63.05	150	0.216	0.108
511	22nd Street	1967	800-5	2	41	57.43	16.43	28.7	471.5	6	47.1	45.8	48.1	45.8	550	0.792	0.396
Auburn Way South Sewer Basin																	
912	Dogwood	2010	09-07394-00-F	2	255	273.4	18.4	50.26	924.8	8	260	259	260.8	259	300	0.432	0.216
West Hill Sewer Basin																	
705	Peasley Ridge	2001	08-8478-K	2	454.55	474.25	19.7	28.26	556.7	6	460.5	458.6	461.5	458.6	275	0.396	0.198
Leah Hill Sewer Basin																	
614	Rainer Ridge	1980	07-7699-C	2	385.25	405	19.75	28.26	558.1	6	391.2	389.1	392.2	389.1	200	0.288	0.144
611	Riverside	1981	07-7784-R	2	41.96	71.21	29.25	28.26	826.6	6	48.4	47.0	49.4	47.0	400	0.576	0.288
413	Verdana	2011	19-01368-00-N	3	363.17	394	30.83	175	5395.3	15	371.37	369.37	372.37	369.37	1750	2.520	1.260

Pump/Pump Station Manufacturer Information

(All pump stations except 22nd Street PS)

Smith and Loveless
14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
Phone: 913.888.5201

22nd Street PS

Cornell Pumps
Portland, OR

Local Equipment Representative

ADS Equipment
PO Box 81045
Seattle, WA 98108
Phone: 206.763.3600

Local Equipment Representative

Ideal Pump
8625 219th SE
Woodinville, WA 98072
Phone: 425.481.7777

Appendix D: SEPA Compliance

DETERMINATION OF NON-SIGNIFICANCE (DNS)
CP1404 – 2015 Comprehensive Sewer Plan
SEP15-0006

The City of Auburn is issuing a Determination of Non-Significance (DNS) for the following described proposal. The permit applications and listed studies may be reviewed at the Auburn Community Development & Public Works Department at 1 E Main ST, 2nd Floor, Customer Service Center, Auburn, WA 98001.

Proposal: City of Auburn 2015 Comprehensive Sewer Plan

Location: City-wide and within potential annexation areas.

File No. SEP15-0006

Applicant: Robert Elwell, Sewer Utility Engineer
Community Development & Public Works Dept.
City of Auburn
25 W Main ST
Auburn, WA 98001

Studies/Plans Submitted with Application:

- City of Auburn Comprehensive Sewer Plan and Appendices, prepared by Brown and Caldwell, dated March 2015. This information is available on the City's website at www.auburnwa.gov/services/utilities/sewer.htm.

Other Permits, Plans, and Approvals Needed:

- City Council adoption of the 2015 Comprehensive Sewer Plan and Appendices
- WA State Dept. of Ecology approval of the 2015 Comprehensive Sewer Plan and Appendices

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.

Public Comment Period: This may be your only opportunity to comment on the environmental impact of the proposal. All persons may comment on this application. This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date issued below. Comments must be in writing and submitted to 25 W Main ST, Auburn, WA 98001 by 5:00 p.m. on **May 21, 2015.**

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, by 5:00 p.m. on **June 4, 2015**.

For questions regarding this project, please contact Thaniel Gouk, Senior Planner, at tgouk@auburnwa.gov or 253-804-503. Any person wishing to become a party of record, shall include in their comments that they wish to receive notice of and participate in any hearings, if relevant, and request a copy of decisions once made.

RESPONSIBLE OFFICIAL: Jeff Tate
POSITION/TITLE: Assistant Director, Community Dev. & Public Works Dept.
ADDRESS: 25 West Main Street
Auburn, Washington 98001
(253) 931-3090

DATE ISSUED: **May 6, 2015** SIGNATURE: _____

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.