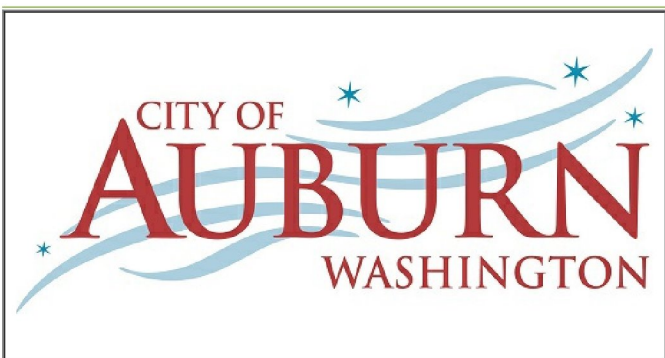


	City Council Meeting July 1, 2024 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday July 1, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/84063627428>

A. Pledge of Allegiance

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

VI. APPOINTMENTS

A. Auburn Junior City Council

City Council to approve the appointment of Lillyann Mertens to the Auburn Junior City Council for a two year term expiring August 31, 2026

(RECOMMENDED ACTION: Move to approve the appointment of Lillyann Mertens to the Auburn Junior City Council for a two year term to expiring August 31, 2026.)

VII. AGENDA MODIFICATIONS

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

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

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

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

Email written comments to:
publiccomment@auburnwa.gov

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

B. Correspondence - (There is no correspondence for Council review.)

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Council Rules of Procedure Ad Hoc Committee (Chair Amer)
2. Finance Ad Hoc Committee (Chair Baldwin)

X. CONSENT AGENDA

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

- A. Minutes of the June 17, 2024 City Council Meeting
- B. Minutes of the June 24, 2024 Study Session Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated June 26, 2024 which includes voucher number 476317 through voucher 476477, in the amount of \$3,159,665.70, five electronic fund transfers in the amount of \$1,889.09, and three wire transfers in the amount of \$871,128.35
- D. Payroll Voucher (Thomas)
Payroll check numbers 539594 through 539594 in the amount of \$639,202.07, electronic deposit transmissions in the amount of \$2,745,664.21, for a grand total of \$3,384,866.28 for the period covering June 13, 2024 to June 26, 2024

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ORDINANCES

- A. Ordinance No. 6942 (Gaub)
An Ordinance granting to Zayo Group, LLC, a Delaware Limited Liability Company, a Franchise for Wireline Telecommunications

(RECOMMENDED ACTION: Move to approve Ordinance No. 6942.)

XIV. RESOLUTIONS

- A. Resolution No. 5773 (Tate)
A Resolution approving the South King Housing and Homelessness Partners 2025 Work Plan and 2025 Operating Budget

(RECOMMENDED ACTION: Move to adopt Resolution No. 5733.)

XV. MAYOR AND COUNCILMEMBER REPORTS

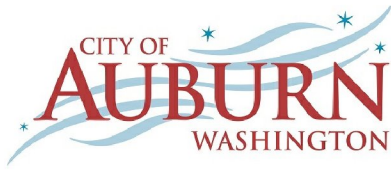
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

- A. **From the Council**
- B. **From the Mayor**

XVI. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the June 17, 2024 City Council Meeting

Department:

City Council

Attachments:

[06-17-2024 Minutes](#)

Date:

June 21, 2024

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

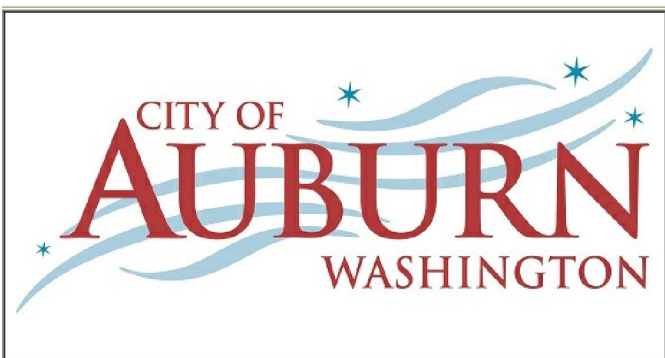
Revised Budget: \$0

Administrative Recommendation:**Background for Motion:****Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: July 1, 2024

Staff:

Item Number: CA.A

	City Council Meeting June 17, 2024 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

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

II. **LAND ACKNOWLEDGMENT**

III. **PUBLIC PARTICIPATION**

1. Public Participation

The City Council Meeting was held in person and virtually.

A. **Pledge of Allegiance**

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

IV. **Roll Call**

Councilmembers present: Kate Baldwin, Cheryl Rakes, and Tracy Taylor. Councilmember Hanan Amer attending the meeting virtually. Acting Deputy Mayor Yolanda Trout-Manuel attended the meeting virtually, she did not return after the executive session ended. Deputy Mayor Larry Brown and Councilmember Clinton Taylor were excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Resources and Risk Management Candis Martinson, Real Estate Manager Josh Arndt, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

V. **ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS**

A. Juneteenth

Mayor Backus read and proclaimed June 19, 2024, as "Juneteenth" in the City of Auburn.

Pastor Lonnie Arnold accepted the proclamation, he thanked Mayor and

Council for their continued support.

B. Goodwill Ambassadors

Mayor Backus read and proclaimed the designation of Maddy Lindsay, Miss Auburn 2024 and Maddie McCarthy, Miss Auburn's Teen 2024, as Goodwill Ambassadors.

Maddy Lindsay and Maddie McCarthy accepted the proclamation, they thanked Mayor and Council for all their support.

VI. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Zayo Group, LLC Franchise Agreement No. FRN22-0003 (Gaub)

City Council to conduct a Public Hearing to consider Franchise Agreement No. FRN22-0003 for Zayo Group, LLC

Mayor Backus opened the Public Hearing at 7:15 p.m.

No one came forward to speak.

Mayor Backus closed the Public Hearing at 7:16 p.m.

2. Public Hearing for 2025-2030 Transportation Improvement Program (Gaub)

City Council to conduct a Public Hearing to consider the 2025-2030 Transportation Improvement Program

Mayor Backus opened the Public Hearing at 7:16 p.m.

Virginia Haugen, Auburn
Virginia expressed concerns regarding the Transportation Improvement Program.

Mayor Backus closed the Public Hearing at 7:19 p.m.

B. Audience Participation

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

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

Written Comments:

Alexander Ollivant, Auburn

Alexander expressed concerns regarding Air B&B's and Short-Term rentals.

Juristine Betts, Auburn

Juristine expressed concerns regarding the 37th Street Southeast Path Project.

In-Person Comments:

Elaine Brunner, Auburn

Elaine expressed concerns regarding stop sign visibility and their interest in more traffic cameras.

David Wright & Robbin Price, Auburn

David and Robbin informed Council of the King County Library System's (KCLS) upcoming events and encouraged everyone to participate.

Erik Klotzbuecher, Auburn

Erik expressed concerns regarding rent increases and stop sign visibility.

Virginia Haugen, Auburn

Virginia expressed gratitude for the Auburn Senior Center and commended Senior Center Manager Radine Lozier.

C. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Amer reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

Mayor Backus announced the creation of the Annual Council Rules of Procedure Ad Hoc Committee consisting of Acting Deputy Mayor Trout-Manuel and Councilmembers Amer and T. Taylor. Their first meeting will be held on June 24, 2024.

IX. CONSENT AGENDA

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

A. Minutes of the June 3, 2024, City Council Meeting

B. Minutes of the June 10, 2024, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated June 12, 2024 which includes voucher number 476123 through voucher 476316, in the amount of \$5,092,327.71, twelve electronic fund transfers in the amount of \$5,016.25, and ten wire transfers in the amount of \$1,058,719.54

D. Payroll Voucher (Thomas)

Payroll check numbers 539590 through 539593 in the amount of \$85,772.02, electronic deposit transmissions in the amount of \$2,840,441.69, a special payroll for Sergeant Comp Payout with electronic deposit transmission in the amount of \$19,766.28 for a grand total of \$2,945,979.99 for the period covering May 30, 2024 to June 12, 2024

Councilmember T. Taylor moved and Councilmember Rakes seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. RESOLUTIONS

A. Resolution No. 5768 (Gaub)

A Resolution approving and adopting the 2025-2030 Transportation Improvement Program of the City of Auburn

Councilmember T. Taylor moved and Councilmember Rakes seconded to adopt Resolution No. 5768.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Executive Session

Mayor Backus recessed into executive session at 7:34 p.m. for 15 minutes pursuant to RCW 42.30.110(1)(c) to consider the minimum price at which

real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. Mayor Backus, Councilmembers, Acting City Attorney Ruth and Real Estate Manager Arndt were required to attend the executive session.

Mayor Backus reconvened the meeting at 7:52 p.m.

Mayor Backus added Resolution No. 5772 to the agenda.

C. Resolution No. 5772 (Ruth)

A Resolution authorizing the Mayor to execute a purchase and sale agreement on behalf of the City of Auburn, to sell vacant property to 136 Holdings, Inc

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5772.

MOTION CARRIED UNANIMOUSLY. 4-0

XIII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Baldwin reported she attended Chamber of Commerce Spotlight Awards, Pride at the Auburn Farmers Market, and the Good Eggs Breakfast.

Councilmember T. Taylor reported she attended the Chamber of Commerce Spotlight Awards, Starry Starry Night Gala, Valley Regional Fire Authority (VRFA) meeting, Sound Cities Association Committee meeting, and the Seattle Animal Shelter Foundation Board meeting.

B. From the Mayor

Mayor Backus reported she met with Consulate General with Korea to discuss reestablishing the Sister City relationship with South Korea. She attended the Chamber of Commerce Spotlight Awards and congratulated Director Tate for receiving the Impact Award and attended Pride at the Auburn Farmers Market and commended Director Goodson-Moore for all her hard work. She also attended the Pride Flag Raising event, Juneteenth Flag Raising event, the Good Eggs Breakfast, Mural Dedication to Medal of Honor Recipient Joe Jackson at the Airport. She encouraged everyone to attend the Juneteenth Celebration on June, 23, 2024, at Les Gove Park.

XIV. ADJOURNMENT

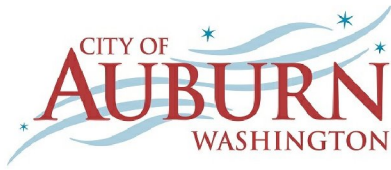
There being no further business to come before the Council, the meeting was adjourned at 8:01 p.m.

APPROVED this 1st day of July 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the June 24, 2024 Study Session Meeting

Department:

City Council

Attachments:

[06-24-2024 Minutes](#)

Date:

June 25, 2024

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

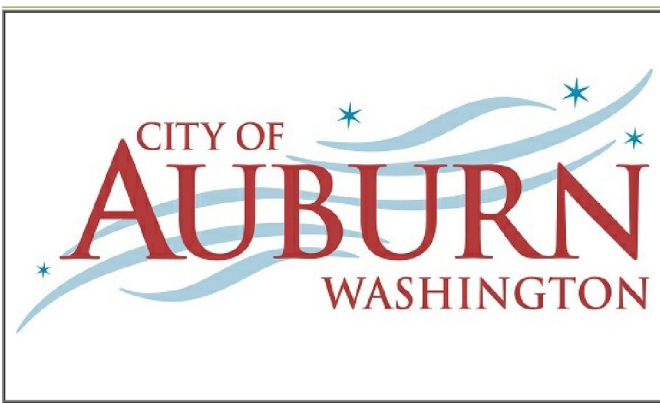
Revised Budget: \$0

Administrative Recommendation:**Background for Motion:****Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: July 1, 2024

Staff:

Item Number: CA.B

	City Council Study Session Community Wellness Special Focus Area June 24, 2024 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Acting Deputy Mayor Yolonda Trout-Manuel, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Deputy Mayor Brown was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Acting Director of Community Development Jason Krum, Director of Special Projects Jeff Tate, Director of Finance Jamie Thomas, Director of Human Resources and Risk Management Candis Martinson, Director of Human Services Kent Hay, Maintenance and Operations Services General Manager Erik Cottle, South King County Housing and Homelessness Partners (SKHPP) Program Coordinator Dorsol Plants, Community Development Block Grant (CDBG) Coordinator Jody Davison, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Briefing - SeeClickFix (Gaub) (15 Minutes)

Director Gaub and Manager Cottle provided Council with a briefing on the SeeClickFix App including the importance of the app, the process of

submitting a request, notifications, how a task is verified and resolved, and recent request statistics. They discussed the internal side of the app, and the integration with Cartegraph.

Council discussed timeframes, notifications, software support, request categories, automation features, and repairs.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. 1st Quarter 2024 Financial Report (Thomas) (20 Minutes)

Director Thomas provided Council with a presentation on the 1st Quarter 2024 Financial Report. She discussed the General Fund Revenue including Property Tax, Retail Sales and Use Tax, Utility Tax, Business and Occupation (B&O) Tax, and Licenses and Permits. She went over Intergovernmental Revenues including Grants, the Muckleshoot Indian Tribe (MIT) Compact, State shared revenue, and charges for service including General Government, Public Safety, Development Services, and Culture and Recreation. She discussed the General Fund Expenditures by each Department, ARPA Funds, and the Real Estate Excise Tax (REET).

Council discussed ARPA Funds, and the City's outside Attorney Services Agreement.

VI. COMMUNITY WELLNESS DISCUSSION ITEMS

A. Resolution No. 5773 (Krum) (10 Minutes)

A Resolution approving the South King Housing and Homelessness Partners 2025 Work Plan and 2025 Operating Budget

Councilmember C. Taylor Chaired this portion of the meeting.

Director Tate and Coordinator Plants provided Council with a presentation on Resolution No. 5773 including an overview of the creation of South King County and Homelessness Partners (SKHPP), jurisdiction members, and their mission. They discussed the 2025 Work Plan development process, Work Plan goals, the 2025 Operating Budget, and jurisdiction contributions.

Council discussed Land Trusts.

B. 2025-2029 CDBG Consolidated Plan Update (Krum) (30 Minutes)

A presentation to provide an overview of the upcoming planning process for the City of Auburn's 2025-2029 Consolidated Plan

Director Tate and Coordinator Davison provided Council with an update on the 2025-2029 Community Development Block Grant (CDBG) Consolidated Plan including the difference between the General Fund and the CDBG Fund, grant qualification guidelines, planning process, and public outreach. They discussed the Plan administrative requirements, key

components, existing and future goals, eligible project examples, timelines and next steps.

Council discussed American Disabilities Act (ADA) compliancy, non-profit engagement, senior engagement, local businesses, affordable childcare services, educational services, affordable housing, resilient food systems, cooling programs, public safety, agency partnerships, DEI, low-income housing, homeowner assistance programs, service providers, and funding audits.

Acting Deputy Mayor Trout-Manuel announced that Councilmember Amer is the Chair of the Council Rules of Procedure Ad Hoc Committee. She informed Council to email their questions and/or suggestions to City Clerk Shawn Campbell. Council will discuss the received responses at the July 29, 2024, Study Session Meeting.

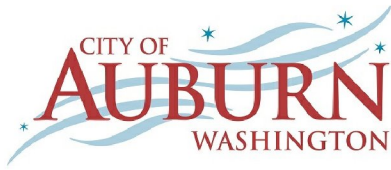
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:00 p.m.

APPROVED this 1st day of July 2024.

LARRY BROWN, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

June 26, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated June 26, 2024 which includes voucher number 476317 through voucher 476477, in the amount of \$3,159,665.70, five electronic fund transfers in the amount of \$1,889.09, and three wire transfers in the amount of \$871,128.35.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

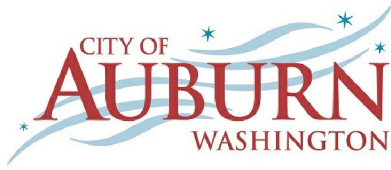
Staff:

Jamie Thomas

Meeting Date: July 1, 2024

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

June 26, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539594 through 539594 in the amount of \$639,202.07, electronic deposit transmissions in the amount of \$2,745,664.21, for a grand total of \$3,384,866.28 for the period covering June 13, 2024 to June 26, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

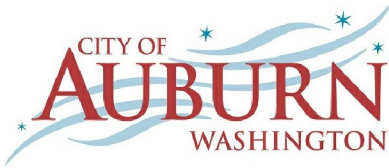
Staff:

Jamie Thomas

Meeting Date: July 1, 2024

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6942 (Gaub)

Date:

May 24, 2024

Department:

Public Works

Attachments:

[Ordinance No. 6942](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Ordinance No. 6942.

Background for Motion:

This Ordinance would allow Zayo Group, LLC to continue to operate their existing fiber optic telecommunications facilities located in the public ways within the City limits. Zayo provides telecommunications services that include telecommunications capacity and dark fiber, transmission of voice, data, or other electronic information, non-switched, dedicated and private line services, and high capacity fiber optic transmission services to firms, businesses, and institutions.

Background Summary:

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

Zayo Group, LLC has applied for a new franchise agreement to continue to operate their existing fiber optic telecommunications facilities located in the public ways within the City limits as their current Franchise agreement has expired. Zayo provides telecommunications services that include telecommunications capacity and dark fiber, transmission of voice, data, or other electronic information, non-switched, dedicated and private line services, and high capacity fiber optic transmission services to firms, businesses, and institutions.

The proposed agreement is consistent with the City's standard franchise agreement language and requires that any repairs, upgrades and improvements to the existing facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 15 years.

A staff presentation was given at the June 10, 2024 Study Session discussing draft Ordinance No. 6942. A Public Hearing to consider this application and hear public comment was held before the City Council on June 17, 2024, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6942 authorizes Franchise Agreement No FRN22-0003 with Zayo Group, LLC subject to the terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Meeting Date: July 1, 2024

Staff:

Ingrid Gaub

Item Number:

ORD.A

ORDINANCE NO. 6942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS

WHEREAS, Zayo Group, LLC (“Franchisee”) has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn (“City”), expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee’s request for a Franchise; and

WHEREAS, based on the information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City to grant the franchise to Franchisee.

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020 (as it exists on the effective date of this Franchise per Section 5), the definitions in this Franchise shall govern to the extent of such conflict.

A. “ACC” means the Auburn City Code.

B. “Franchisee’s Facilities” means fiber optic and broadband communications infrastructure constructed and operated within the public ways, including but not limited to all cables, wires, conduits, ducts, poles, surface location markers, anchors, manholes, handholes, vaults, pedestals, splice boxes, appurtenances, and any associated converter equipment or other items necessary for the provisioning of Telecommunications Services, as defined in RCW 35.99.010(7), which are located in the Franchise Area.

Franchisee's Facilities does not include non-wireline infrastructure used to propagate the radio-frequency, microwave, or other over-the-air cellular signals that are necessary to provide personal wireless services, including antennas, radios, meters, or other related equipment, as well as antenna support structures, equipment cabinets or enclosures, attachments and related appurtenances associated with wireless telecommunications facilities. Franchisee's Facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's Facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate Franchise Agreement or agreement.

C. "Franchisee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using its Facilities, including, but not limited to, the transmission of voice, data, or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable and associated infrastructure. Franchisee's Services may also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses, or institutions, and residential telecommunications service within the City, and other lawful services not prohibited by this Ordinance. However, Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement and to all applicable laws, regulations, and permit conditions, the City grants to the Franchisee general permission to enter, use, and occupy the public way within the Franchise Area, located within the incorporated area of the City.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee's Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the Franchise Area.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise

Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. Subject to and in accordance with all applicable laws, this Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. The Franchisee agrees to provide the City with complete contact information for any client, lessee, sub-lessee, customer, or other entity who will use the Franchisee Facilities to provide services to their clients and customers either inside or outside the City limits and who either (1) has its facilities within the Franchisee Facilities, or (2) has authority to physically operate, control, or access Franchisee Facilities. Such contact information shall be provided to the City a minimum of sixty (60) days prior to the start of such anticipated use so that the City may determine if Franchisee's client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City prior to such use. If the client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City, then the Franchisee shall not allow use, control, access, or otherwise provide services to such entity until the required franchise agreement has been obtained.

1. If the Franchisee's client, lessee, sub-lessee, or other entity is only using Franchisee's bandwidth or capacity (whether lit or dark) and does not physically occupy space within the Franchisee Facilities, or have authority to physically operate, control, or access Franchisee Facilities, then Section 2.H. will not apply.

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the receiving party. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification to the Franchisee. Emergency notification to the City shall be pursuant to Section 8.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010
rowusepermit@auburnwa.gov

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Franchisee: Zayo Group, LLC
Attn: Legal -- Underlying Rights
1401 Wynkoop Street, Suite 500
Denver, CO 80202
legal@zayo.com
Telephone: (866) 364-6033

with a copy to: Zayo Group, LLC
Attn: Legal -- Underlying Rights
1821 30th Street, Unit A
Boulder, CO 80301
legal@zayo.com

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may

contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee:

Network Operations Center & Repair
Zayo Group, LLC
(888) 404 9296
zayoncc@zayo.com

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 28 of this Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is under taking its activity.

C. Subject to and in accordance with all applicable laws, the City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW, as well as Section 11 of this Agreement.

D. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within 24 hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Repair and Restorations

A. If the City Engineer determines that Franchisee Facilities or Franchisee's construction, maintenance, repair, relocation, or replacement of Franchisee Facilities within the Franchise Area is the cause of damage, degradation, failure, or substandard condition of a Street during the term of this Franchise the City will notify Franchisee in writing and Franchisee will repair or replace the subject Street in accordance with City Engineering Design and Construction Standards and subject to applicable permits, within ninety (90) calendar days of the City's notification unless granted additional time by the City Engineer. If the City determines the subject Street condition poses an immediate threat to health, safety, vital traffic operations, property, or critical areas, Section 8 shall apply.

B. For purposes of the Section, "Street" shall mean all City owned improvements within a public way, including, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices, landscape areas, and vegetation in unopened rights-of-way.

Section 8. Emergency Repair Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences (unless advance notice is not practical), and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work, but only to the extent that the need to perform such work was caused by Franchisee or Franchisee Facilities, as determined by the City Engineer.

Section 9. Damages to City and Third-Party Property

Subject to and in accordance with all applicable laws, Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee, under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

A. Any structure, equipment, appurtenance, or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of

Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. When constructing new Franchisee Facilities, or replacing or reconstructing Franchisee Facilities, Franchisee shall maintain minimum underground separation requirements from all City water, sanitary sewer, and storm water facilities in accordance with the City Engineering Design and Construction Standards; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the Franchise Area, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this Franchise Agreement.

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise required by law, Franchisee agrees to adjust, protect-in-place, relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

B. If a readjustment or relocation of the Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 12. Abandonment and or Removal of Franchisee Facilities

A. Within one hundred and eighty days (180) of Franchisee's permanent cessation of use of the Franchisee's Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

C. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are present and involved in the undergrounding project, Franchisee will only be required to pay its fair and proportionate share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs may include necessary costs for common trenching, directional drilling, and utility vaults. Fair share will be determined proportionately in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 15. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business related to this Franchise, or from any activity, work or thing done, or permitted by Franchisee arising from or in connection with this Franchise Agreement, except to the extent that such injury, loss, or damage has been occasioned by the sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence or willful misconduct of the City, or its agent performing, directing, or overseeing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. Pursuant to the terms of Section 15(A), the Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 16. Insurance

A. The Franchisee shall procure and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the public way and the performance of the work hereunder by Franchisee, its agents, representatives, employees, or contractors.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than \$1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate.

6. Franchisee may satisfy the basic coverage limits required by this Agreement through any combination of primary, excess, or umbrella insurance policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Agreement. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the

insurance requirements of this Agreement. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within ten business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. City Full Availability of Franchisee Limits. If the Franchisee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Franchisee, irrespective of whether such limits maintained by the Franchisee are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Franchisee.

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure; (ii) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (iii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 15

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs,

compensation or indemnification of third parties, and the cost of removal or abandonment of Franchisee's Facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors and assigns of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors and assignees equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned, or otherwise alienated without the express prior consent of the City by ordinance.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of Franchisee's, Assignee's, or Transferee's state of compliance and the City's failure to insist on full Franchise compliance before assignment or transfer does not waive the City's right to insist on full compliance after assignment or transfer.

E. Work performed by independent contractors is subject to the same provisions, conditions, regulations, and requirements contained in this Franchise (including the requirements in Section 15 of this Franchise) as if the work were performed by Franchisee. Franchisee shall ensure that all such work is performed in compliance with this Franchise and all other applicable laws. It is Franchisee's responsibility to ensure that its contractors performing work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable laws

governing the work performed by them.

Section 19. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Agreement, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Agreement. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 20. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 17 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 21. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee, if the Franchisee fails to comply with such amendment or modification.

Section 22. License, Tax and Other Charges

This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt under authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 23. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 24. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 25. Titles

The section titles used are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Implementation

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

Section 27. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to Franchisee's operation of its Facilities are hereby superseded.

Section 28. Effective Date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

Shawn Campbell, MMC, City Clerk

Doug Ruth, Acting City Attorney

PUBLISHED: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Zayo Group, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee Name _____
Address _____
City, State, Zip _____

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

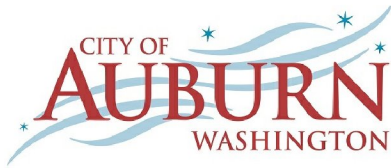
On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5773 (Tate)

Date:

June 27, 2024

Department:

Community Development

Attachments:

[Resolution 5773](#)

[Resolution 5773 - Attachment A](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5733.

Background for Motion:

Resolution No. 5733 is the City of Auburn's statement of support for the 2025 Work Plan and Budget that has been prepared and approved by the South King Housing and Homelessness Partners (SKHHP) Executive Board. Pursuant to the Interlocal Agreement that each member City adopted, the Executive Board will transmit the work plan and budget each year for review by the legislative body of each participating city.

Background Summary:

The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement between nine South King County cities and King County to work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. SKHHP currently has 12 member jurisdictions. Consistent with the SKHHP Interlocal Agreement, the SKHHP 2025 work plan and budget must be adopted by the SKHHP Executive Board and approved by each member jurisdiction's legislative body.

Every year, an annual work plan and budget is developed in collaboration with the SKHHP Executive Board, Advisory Board, and staff work group to guide the work of SKHHP staff in the coming year. Pursuant to the SKHHP Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget and work plan. The 2025 Executive Board recommended work plan was developed through surveys to the Executive and Advisory Boards on their priorities in February and an interactive in-person discussion with the Executive Board in March. The draft 2025 work plan and budget was adopted on April 19, 2024 at the Executive Board's regularly scheduled meeting.

The 2025 work plan includes four goals with corresponding action items. Each action item is prioritized as higher, medium, or lower priority. Indicators are included to measure progress on the goals. The four goals, which are the same as 2024's goal, include the following:

1. Fund the expansion and preservation of affordable housing
2. Develop policies that expand and preserve affordable housing

3. Serve as an advocate for South King County
4. Manage operations and administration

Resolution No. 5773 was presented to City Council at the June 24, 2024 Study Session and authorized to move forward for Council action.

Reviewed by Council Committees:

Councilmember: Yolanda Trout-Manuel

Staff: Jeff Tate

Meeting Date: July 1, 2024

Item Number: RES.A

RESOLUTION NO. 5773

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING THE SOUTH KING
HOUSING AND HOMELESSNESS PARTNERS 2025 WORK
PLAN AND 2025 OPERATING BUDGET

WHEREAS, on February 19, 2019 the City of Auburn enacted an Interlocal Agreement (ILA) with eight other South King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2025 work plan includes four goals with corresponding action items that further SKHHP's mission; and

WHEREAS, on April 19, 2024, the SKHHP Executive Board adopted Resolution 2024-02 enacting the 2025 work plan and budget upon approval by the legislative body of each participating party.

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

Section 1. City Council adopts the SKHHP 2025 Work Plan as shown in
Attachment A.

Section 2. City Council adopts the SKHHP 2025 operating budget as shown in
Attachment A.

Section 3. The City of Auburn will transmit its annual contribution to SKHHP on
an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon passage and
signatures.

Dated and Signed this ____ day of ____, 2024.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Douglas P Ruth, Acting City Attorney

RESOLUTION NO. 2024-02

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2025 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption by the Executive Board, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2025 work plan includes four goals with corresponding action items that further SKHHP's mission.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board adopts the 2025 SKHHP Work Plan in Attachment A.

Section 2. The Executive Board adopts the 2025 SKHHP Operating Budget in Attachment B.

Section 3. Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and signed this _____ day of _____, 2024.

NANCY BACKUS, CHAIR, SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

RESOLUTION 2024-02 – ATTACHMENT A

SKHHP 2025 WORK PLAN

PURPOSE

Establish a 2025 SKHHP work plan and budget that is guided by Executive Board priorities, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

BACKGROUND

Established by an interlocal agreement, SKHHP jurisdictions work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. The 2025 SKHHP work plan builds on work done in previous years and was developed in collaboration with the Executive Board, Advisory Board, and staff work group.

The work plan is organized into four goals with corresponding action items. Each action is identified by priority as follows:

- Higher – Identified as higher priority by Executive Board or is necessary to carry out the Interlocal Agreements
- Medium – Identified as mid-level priority
- Lower – Identified as lower priority

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

Quarter 1: May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2025 SKHHP work plan and budget will be approved by the SKHHP Executive Board and the legislative body of each member jurisdiction.

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

GOALS & ACTIONS

Goal	Actions
1. Fund the expansion and preservation of affordable housing.	1 through 5
2. Develop policies to expand and preserve affordable housing.	6 through 10
3. Serve as an advocate for South King County.	11 through 15
4. Manage operations and administration.	16 through 20



Goal 1

Fund the expansion and preservation of affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
1. Pool resources from member cities for the Housing Capital Fund, including SHB 1406 funds, HB 1590 funds, and general funds.	•••
2. Develop and execute contract documents and covenants for projects ready to move forward (Burien Family Housing – 2022; Kent Multicultural Village – 2023; Skyway Affordable Housing and Early Learning Center – 2023).	•••
3. Facilitate approval from participating Councils of recommended projects from 2024 Housing Capital Fund funding round and preparing contract documents and covenants if any projects are ready to move forward.	•••
4. Manage 2025 Housing Capital Fund funding round including adopting annual guidelines, updating application materials, soliciting proposals, and facilitating project selection.	•••
5. Encourage investment in South King County by private investors, lenders, and philanthropies.	••
Indicators	
○ Number of housing units or number of projects funded with financial support from SKHHP	
○ Number of housing units preserved with financial support from SKHHP	
○ Total dollar amount pooled by member jurisdictions for Housing Capital Fund	
○ Total dollar amount from new sources of revenue added to the Housing Capital Fund	
○ Geographic diversity of applications received for annual Housing Capital Fund funding round	



Goal 2

Develop policies to expand and preserve affordable housing.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
6. Facilitate implementation of any subregional housing preservation strategies.	•••
7. Facilitate technical assistance and updates to the Affordable Housing Inventory Dashboard.	•••
8. Build relationships with developers to learn from their perspective the ways to encourage housing development, especially affordable housing.	••
9. Convene land use planners to increase coordination and collaboration on housing policy and planning.	•
10. Develop SKHHP Executive Board briefings on key housing and homelessness topics, especially as they relate to the goals of the work plan.	•
Indicators	
○ Number of subregional housing preservation strategies facilitated or supported	
○ Successful update of data to the Affordable Housing Inventory Dashboard	
○ Number of relationships built with developers	
○ Number of Executive Board briefings on key housing and homelessness topics	



Goal 3

Serve as an advocate for South King County.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
11. Coordinate with the Advisory Board in collaboration with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials and community members.	••
12. Work collaboratively with public funders at the state and local levels to promote shared affordable housing goals and equitable geographic distribution of resources.	••
13. Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP's mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County.	•
14. Meet with legislators as opportunities arise to inform about SKHHP's mission, goals, and the Housing Capital Fund.	•
15. Connect affordable housing developers with property owners who intend to sell naturally occurring affordable housing in coordination with member cities.	•
Indicators	
○ Number of events or engagement opportunities Advisory Board members organize or support	
○ Number of meetings, forums, or events attended that advance SKHHP's mission	
○ Number of meetings with legislators that promote SKHHP and South King County	
○ Number of affordable housing developers connected with property owners intending to sell naturally occurring affordable housing	



Goal 4

Manage operations and administration.

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
16. Develop annual work plan and budget.	•••
17. Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions.	•••
18. Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund and SKHHP Operating Account.	•••
19. Organize and host monthly Executive and Advisory Board public meetings.	•••
20. Maintain and update the SKHHP website.	••
Indicators	
○ Work plan and budget adopted	
○ Quarterly progress reports prepared and presented to Executive Board	
○ Financial reports and public records maintained	
○ Monthly Executive and Advisory Board meetings held	
○ Website maintained	

RESOLUTION 2024-02 – ATTACHMENT B

2025 SKHHP Operating Budget

Estimated beginning fund balance - January 1, 2025	\$ 344,131
Estimated ending fund balance - December 31, 2025	\$ 285,588

REVENUES

Auburn	\$ 45,474
Burien	\$ 26,236
Covington	\$ 13,118
Des Moines	\$ 13,118
Federal Way	\$ 59,466
Kent	\$ 59,466
Maple Valley	\$ 13,118
Normandy Park	\$ 6,996
Renton	\$ 59,466
SeaTac	\$ 13,118
Tukwila	\$ 13,118
King County*	\$ 59,466
Additional King County*	\$ 15,534
Office space (in-kind donation)	\$ 12,000
TOTAL REVENUES	\$ 409,694
Spend down balance	\$ 58,543
TOTAL	\$ 468,237

EXPENSES

Salaries and benefits	\$ 320,611
Interfund IT	\$ 35,000
Advisory Board compensation	\$ 14,400
Office space (in-kind donation)	\$ 12,000
Professional services/Misc.	\$ 37,500
Travel	\$ 5,250
Supplies	\$ 2,000
Subtotal	\$ 426,761
Administering agency - 10% admin fee**	\$ 41,476
TOTAL	\$ 468,237

*King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.

**10% administrative fee is calculated as a percentage of operating costs which excludes in-kind donations and carry-forwards.