



City Council Meeting

May 15, 2017 - 7:00 PM

Auburn City Hall

AGENDA

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I. CALL TO ORDER

A. **Pledge of Allegiance**

B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - Affordable Housing Week

Mayor Backus to proclaim May 15-22, 2017 as Affordable Housing Week in the city of Auburn.

B. Proclamation - "Never Again Day"

Mayor Backus to proclaim May 22, 2017 as "Never Again Executive Order 9066 Day" in the city of Auburn.

C. Proclamation - National Public Works Week

Mayor Backus to proclaim May 21 - 27, 2017 as "National Public Works Week" in the city of Auburn.

III. APPOINTMENTS

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. **Public Hearings**

No public hearing is scheduled for this evening.

B. **Audience Participation**

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

C. **Correspondence**

There is no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

VII. **CONSENT AGENDA**

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

A. **Minutes of the May 1, 2017 City Council Meeting***

B. **Claims Vouchers (Coleman)**

Claim voucher numbers 443671 Through 443869 in the amount of \$6,582,490.93 and two wire transfers in the amount of \$2911.34 and dated May 15th, 2017.

C. **Payroll Vouchers (Coleman)**

Payroll check numbers 537276 through 537310 in the amount of \$574,217.29, electronic deposit transmissions in the amount of \$1,512,084.91 for a grand total of \$2,086,302.20 for the period covering April 27, 2017 to May 10, 2017.

D. **Public Works Project No. MS1510* (Snyder)**

Award Small Works Contract No. 17-01, to A&D Quality Construction Co., LLC on their low bid of \$59,950.00 plus Washington State sales tax of \$5,995.00 for a total contract price of \$65,945.00 for Project No. MS1510, 104th Ave SE Building Demolition

E. **Public Works Project No. CP1107* (Snyder)**

Award Contract No. 17-09 to Award Construction, Inc. on their low bid of \$690,600.00 plus Washington State sales tax of \$69,060.00 for a total contract price of \$759,660.00 for Project No. CP1107, Fulmer Well Field Improvement Project.

F. **Public Works Project No. CP1511* (Snyder)**

Award Contract No. 17-12, to Active Construction, Inc. on their low bid of \$1,479,675.54 plus Washington State sales tax of \$103,722.35 for a total price of \$1,583,397.89 for Project No. CP1511, M Street SE Improvements (3rd Street SE to East Main St) project

G. **Public Works Project No. CP1523* (Snyder)**

Award Contract No. 17-05 to CPM Development Corporation DBA ICON Materials on their low bid of \$827,290.25 for Project No. CP1523, Lake Tapps Parkway Preservation Project

VIII. **UNFINISHED BUSINESS**

A. **Safer Cities/Inclusive Cities* (Heid/Hinman)**

ORDINANCE NO. 6651

An Ordinance of the City Council of the City of Auburn, Washington, adding a new Section 1.02.030 of the Auburn City Code relating to the powers and duties of City officers and employees, including the affirmation of the value of all auburn residents

RESOLUTION NO. 5284

A Resolution of the City Council of the City of Auburn, Washington, affirming of the value of all auburn residents

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6643* (Snyder)

An Ordinance of the City Council of the City of Auburn, Washington, granting to MCImetro Access Transmission Services Corp., D/B/A Verizon Access Transmission Services, a Delaware Corporation, a franchise for telecommunications services

B. Ordinance No. 6652* (Heid/Hinman)

An Ordinance of the City Council of the City of Auburn, Washington, creating a new Chapter 5.40 of the Auburn City Code, related to the regulation of Fair Housing Practices

XI. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. From the Council

B. From the Mayor

XII. ADJOURNMENT

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the May 1, 2017 City Council Meeting

Date:

May 8, 2017

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: May 15, 2017

Item Number: CA.A



**CITY COUNCIL
MEETING MINUTES**

MAY 1, 2017 7:00 PM

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:04 p.m. and led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Largo Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout-Manuel, and Rich Wagner.

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: Community Development and Public Works Director Kevin Snyder; Parks, Arts and Recreation Director Daryl Faber, Director of Administration Dana Hinman, Finance Director Shelley Coleman, City Attorney Daniel B. Heid, Police Chief Bob Lee, Innovation and Technology Director Paul Haugan, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

A. West Auburn High School: Voice of the Community Awards

Mayor Backus recognized West Auburn High School students Dominic Bundridge, Jocelyna Jorbon, Olivia Gibson-Morrison, Aaliyah Seas, and Lizbeth Leos (not present) as the five finalists in the Mayor's Voice of the Community essay contest in which each student wrote a letter to the Mayor expressing issues of concern. The five finalists were each awarded a new Kindle Fire from the Auburn Chamber of Commerce. Mr. Caesar Robinson, Partnership Development Director for the Chamber, was on hand to present the awards. West Auburn High School Principal Jon Aarstad and West

Auburn High School Teacher Michael Sando thanked Mayor Backus and the Chamber for the support and for the opportunity for the students to participate in the competition.

III. APPOINTMENTS

There was no appointment for Council consideration.

IV. AGENDA MODIFICATIONS

Resolution No. 5296 was added to the agenda and a corrected version of Resolution No. 5262 was distributed prior to the meeting.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. **2016 Community Development Block Grant Annual Action Plan Amendment (continued from April 17, 2017)**
City Council to conduct the public hearing on the proposed amendment of the 2016 Annual Action Plan for Community Development Block Grant (CDBG) Projects

Mayor Backus re-opened the public hearing at 7:18 p.m. No one from the audience requested to speak, and the hearing was closed.

2. **Public Hearing for Franchise Agreement No. 17-09**
City Council to conduct a public hearing in consideration of Franchise Agreement No. 17-09 for MCImetro Access Transmission Services Corporation d/b/a Verizon Access Transmission Services

Mayor Backus opened the public hearing at 7:19 p.m. No one from the audience requested to speak regarding the franchise agreement, and the hearing was closed.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided

Bob Darrigan, 104 South 325th Pl, Federal Way
On behalf of the Lions Club, Mr. Darrigan thanked Mayor Backus, members of the Council, and the Parks and Recreation Department staff for their contributions, assistance and facilitation of the special

needs fishing derby at Mill Pond Park last weekend. Over 100 special needs children, with their families and their friends, participated in this year's event. Mr. Darrigan thanked the many businesses and organizations that helped sponsor and/or organize the event. Mr. Darrigan thanked the City for its continued support of the fishing derby.

Antonio Flores

Mr. Flores spoke regarding Resolution No. 5284. He stated the immigrant community supports the Auburn community, but members are suffering and feeling harassed. Mr. Flores spoke in favor of an inclusive city ordinance rather than Resolution No. 5284.

Claudia Flores

Claudia Flores read a poem by Carlos Nieto regarding immigration.

Charlena Razo Moultime

Ms. Razo Moultime spoke regarding the needs of the immigrant community and the homeless. Ms. Razo Moultime spoke in favor of an inclusive city ordinance.

Rick Hood

Mr. Hood spoke regarding Resolution No. 5284. He stated he is disappointed with the proposed resolution. He suggested the Council adopt an ordinance with provisions similar to those included in a City of Kirkland ordinance. Mr. Hood read excerpts from the City of Kirkland ordinance.

Dianne Ald

Ms. Ald spoke in favor of sanctuary. She urged the City Council to adopt a sanctuary city ordinance rather than Resolution No. 5284.

Vidal Rojas

Mr. Rojas stated he immigrated from Mexico looking for a better way of life. He is a member of the Voice of Auburn. He urged the City Council to pass an ordinance for safe city status rather than a resolution.

Demi Troncoso

Ms. Troncoso stated she has been resident since 2008 and is involved in the Voice of Auburn. She recommended the City Council adopt a safe city ordinance rather than a resolution.

Lydia Guerrero

Ms. Guerrero stated she has been a resident of Auburn since 2008. She recommended the City Council adopt a sanctuary city ordinance.

Erandy Flores

Ms. Flores, clothed in her grandmother's traditional clothing, stated she is 16 years old and her parents have been in the United States for over 17 years. She spoke about the fear she and her siblings have regarding the possible deportation of her parents.

Arthur Troncoso

Mr. Troncoso spoke in favor of a safe city ordinance.

Steve Mattioli

Mr. Mattioli stated he is an educator in the Auburn School District. He spoke about the fears of his students since the 2016 presidential election. He spoke in favor of an ordinance for a safe and inclusive city rather than Resolution No. 5284.

Alberto Yaque

Mr. Yaque stated he came to the United States as an undocumented immigrant but has since received his citizenship. He stated he is currently a registered nurse working in the ICU at Auburn Multicare Hospital. He spoke regarding the fear that has increased in the immigrant community, and he spoke in favor of a safe and inclusive city ordinance.

Bryan Rivera

Mr. Rivera stated he is disappointed with proposed Resolution No. 5284. He urged the City Council to listen to the audience and adopt a sanctuary city ordinance.

Tina Sanchez

Using an interpreter, Ms. Sanchez stated she is a member of Washington Can. She stated members of the immigrant community are fearful and afraid to report crimes and to send their children to school. She urged the City Council pass a resolution establishing Auburn as a welcoming city.

Guadalupe Macias Rivera

Ms. Rivera spoke on behalf of the immigrant community. She spoke about fear in the immigrant community. She spoke in favor of a safe city ordinance rather than Resolution No. 5284.

Noel Trujillo-Garcia

Noel stated he is a student at Auburn Riverside High School. He stated he is proud of the diversity at Auburn Riverside High School. He spoke in favor of sanctuary city status.

Sarah Dean

Ms. Dean expressed support for a safe city ordinance rather than Resolution No. 5284. She stated she is in favor of sanctuary city status.

Mark Goss

Mr. Goss spoke in favor of sanctuary city status and recommended the City Council adopt an ordinance to ensure a welcoming city.

Virginia Haugen

Ms. Haugen stated she attended a City Council ad hoc committee meeting earlier this evening where documentation showed that approximately \$564,000 was spent in the last five years on the remodel of city hall. Ms. Haugen questioned the amount of money spent by Council for conferences and meetings and the salary of the salary of the Mayor.

C. Correspondence

There was no correspondence for Council review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

Councilmember Baggett reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember Baggett reported he and Councilmember Wagner reviewed the payroll vouchers in the approximate amount of \$2.2 million and claims vouchers in the amount of approximately \$1.2 million. The ad hoc committee recommends approval of the claims and payroll vouchers as described on the Consent Agenda.

Councilmember DaCorsi, chair of the ad hoc committee on the selection of the Deputy Mayor, reported the ad hoc committee met earlier this evening and will present their recommendation at a future Council study session. The next meeting of the ad hoc committee is scheduled for May 15, 2017.

Councilmember Trout-Manuel, chair of the ad hoc committee on safe and inclusive city, expressed support for a resolution for a safe and inclusive city but not sanctuary city status.

Deputy Mayor Wales reported the ad hoc committee on the \$20.00 car license fee met this evening at 6:00. The next meeting of the ad hoc committee is scheduled for May 15 at 6:00 p.m. The Committee is reviewing the needs for the City's arterial and collector roads.

VII. CONSENT AGENDA

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

- A. Minutes of the April 17, 2017 Regular City Council Meeting
- B. Claims Vouchers
Claims voucher numbers 443513 through 443670 in the amount of \$558,061.97 and four wire transfers in the amount of \$635,638.21 and dated May 1, 2017.
- C. Payroll Vouchers
Payroll check numbers 537238 through 537275 in the amount of \$770,221.62 and electronic deposit transmissions in the amount of \$1,460,100.24 for a grand total of \$2,230,321.86 for the period covering April 13, 2017 to April 26, 2017.

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to approve the Consent Agenda.

Councilmember Peloza requested that Item D, Golf Course Fireplace Smoke/Soot Remediation be removed from the Consent Agenda. (For Council action on this item, see Unfinished Business.)

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

- A. **Golf Course Fireplace Smoke/Soot Remediation**
City Council award Small Public Work Contract No. 17-16 to Northwest Abatement Services, Inc. in the amount of \$47,700.00 plus Washington State sales tax of \$4,770.00 for a total contract price of \$52,470.00.

Councilmember Pelozo moved and Councilmember Trout-Manuel seconded to approve the Golf Course Fireplace Smoke/Soot Remediation.

Parks, Arts and Recreation Director Faber explained the work is for the main lobby of the golf course clubhouse. The gas fireplace is causing the darkened color of the main lobby.

MOTION CARRIED UNANIMOUSLY. 7-0

IX. NEW BUSINESS

There was no new business.

X. RESOLUTIONS

A. Resolution No. 5262

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement for services with Airport Management Group, LLC DBA Aviation Management Group for the day to day operation and management of the Auburn Municipal Airport

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Resolution No. 5262.

Councilmember Pelozo questioned the Monday through Friday office hours and hours of operation for the airport. Community Development and Public Works Director Snyder explained the Auburn Municipal Airport has operated historically on an 8 to 5, Monday through Friday basis. The airport does not have tower operations. To change the contract to provide for a different level of staffing for seven days a week, would require a new service approach for the airport. Director Snyder noted there is an on-call provision for emergencies. Director Snyder recommended looking at airport operations as activity increases at the airport.

Councilmember Pelozo questioned Item "O" of the Scope of Services relating to credit card processing. Director Snyder explained Item "O" requires Airport Management Group to work with the City's Finance Department to establish procedures if Airport Management Group accepts credit cards for payment of fees other than fueling.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5284

A Resolution of the City Council of the City of Auburn, Washington, affirming the value of all Auburn residents

Councilmember Wagner moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5284.

Councilmember Wagner recommended the specifics that were included in the ordinance reviewed by the ad hoc committee be included in the resolution.

City Attorney Heid stated the resolution does not have an enforcement mechanism; however, the police policies are enforceable.

Councilmember Wagner stated he would like to see specifics in the resolution.

City Attorney Heid stated the one change to Resolution No. 5284 as a result of the ad hoc committee meeting is the addition of the third "Whereas" paragraph, which states: "Whereas, under state law, the functions, powers, and duties of City officers and employees does not include responsibility for enforcement of federal immigration law."

City Attorney Heid stated the reason he would recommend the resolution, in this case, is because the City already has a standard operating procedure for police, which is more enforceable.

Deputy Mayor Wales stated she wants a stronger affirmation of the City's position. She stated she does not support the term "sanctuary city" because of federal funding issues. Deputy Mayor Wales recommended stronger language in an ordinance form. Deputy Mayor Wales stated her preference would be to refer the resolution back to the ad hoc committee for further study.

Councilmember DaCorsi recalled that the ad hoc committee recommended a resolution, and he questioned how passing an ordinance would stop Immigration and Customs Enforcement (ICE) from coming in to the community and taking action. Councilmember DaCorsi spoke about his great-grandfather's immigration from Italy to the United States in the year 1898. Councilmember DaCorsi

agreed the resolution needs further review by the ad hoc committee.

Councilmember Trout-Manuel recommended referring Resolution No. 5284 back to the ad hoc committee.

Councilmember Pelosa moved and Councilmember Trout-Manuel seconded to refer Resolution No. 5284 back to the ad hoc committee for further review.

Councilmember Holman suggested passing Resolution No. 5284 tonight and referring the issue back to the ad hoc committee for an ordinance.

Councilmember Wagner agreed with Councilmember Holman's suggestion but recommended a date certain.

Councilmember Pelosa spoke in favor his original motion.

Councilmember Trout-Manuel concurred with Councilmember Pelosa to refer the resolution back to the committee, and schedule the item for discussion at the May 8 Council study session and for action by the City Council on May 15th.

MOTION CARRIED. 6-1 Councilmember Holman voted no.

C. Resolution No. 5291

A Resolution of the City Council of the City of Auburn, Washington, approving amendment to the 2016 Annual Action Plan update of the Consolidated Plan

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Resolution No. 5291.

Councilmember Pelosa recommended staff come back during the planning stages of the restroom and advise Council on the type of security system planned at the restroom and the operation time of the restroom.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5294

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept federal grant funds to be

administered through the Washington State Department of Transportation for Project No. CP1513, 22nd Street NE and I Street NE Intersection

Deputy Mayor Wales moved and Councilmember DaCorsi seconded to adopt Resolution No. 5294.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Resolution No. 5296

A Resolution of the City Council of the City of Auburn, Washington expressing its desire and support for Dick's Drive-In Restaurant

Councilmember Wagner moved and Councilmember Holman seconded to adopt Resolution No. 5296.

Councilmember Wagner spoke in favor of the resolution and for a restaurant near Les Gove Community Campus, although Councilmember Wagner also acknowledged the business may not choose a location near the campus.

Mayor Backus recited the contributions Dick's Drive-in has made to their communities, their employees, and through their Change for Charities program.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmember Pelosa reported on his attendance at the King County Metro Solid Waste Management Advisory Committee meeting. He stated the Committee discussed options to extend the life of the Cedar Hills landfill, which is estimated to close in 2028. Councilmember Pelosa spoke in favor of banning mattresses, tires, and styrofoam from landfills to extend their life.

Councilmember Trout-Manuel reported she attended the executive meeting of the Regional Law, Justice and Safety Committee meeting. Councilmember Trout-Manuel advised the September meeting of the Regional Law, Justice and Safety Committee will be held in Auburn. Councilmember Trout-Manuel also reported on her attendance at the Day of the Children celebration held at Colonial Apartments.

Deputy Mayor Wales reported on her attendance at the Day of the Children celebration at Colonial Apartments and the Master Builders function in Woodinville where information was provided regarding on-line permitting services.

Councilmember Wagner reported on his attendance at the Pierce County Regional Council meeting. Councilmember Wagner also reported on a meeting with the Muckleshoot Indian Tribe regarding the Auburn Way South Project.

B. From the Mayor

Mayor Backus reported on the 2017 Clean Sweep held on April 22nd at which approximately 800 people were registered to work on projects including clean up at Cedar Park and a new playground at Roegner Park. Mayor Backus also reported on Seniors Helping Seniors clean-up held at River Mobile Estates where students from Auburn Adventist Academy along with seniors from River Mobile Estates assisted other senior residents of the mobile home park with yard care and maintenance and repairs. Mayor Backus also reported on attendance at the Cities and Schools Forum, the Empty Bowls fundraiser for Auburn Food Bank, the Lions Club Fishing Derby, and the YMCA Healthy Kids Day event.

XII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 9:30 p.m.

APPROVED THE _____ DAY OF MAY, 2017.

NANCY BACKUS, Mayor

Danielle Daskam, City Clerk

City Council agendas and minutes are available to the public at the City Clerk's Office, on the City website, and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

Internet: <http://www.auburnwa.gov>



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

May 9, 2017

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

approve claim vouchers.

Background Summary:

Claim voucher numbers 443671 Through 443869 in the amount of \$6,582,490.93 and two wire transfers in the amount of \$2911.34 and dated May 15th, 2017.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: May 15, 2017

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

May 9, 2017

Department:

Administration

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

approve payroll vouchers

Background Summary:

Payroll check numbers 537276 through 537310 in the amount of \$574,217.29, electronic deposit transmissions in the amount of \$1,512,084.91 for a grand total of \$2,086,302.20 for the period covering April 27, 2017 to May 10, 2017.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: May 15, 2017

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. MS1510

Date:

May 2, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Small Works Contract No. 17-01, to A&D Quality Construction Co., LLC on their low bid of \$59,950.00 plus Washington State sales tax of \$5,995.00 for a total contract price of \$65,945.00 for Project No. MS1510, 104th Ave SE Building Demolition.

Background Summary:

The City received 4 responsible bids and the low bid was approximately 9% above the engineer's estimate. Staff has performed reference checks and other verifications to determine that A&D Quality Construction Co., LLC. meets the responsible bidding criteria and recommends award.

This project will demolish and dispose of a residential building that includes a shed and detached garage. Additional activities will include the removal and disposal of hazardous materials from the property, severance of existing utilities serving the properties, removal and disposal of concrete walkways and driveway, removal of the surrounding vegetation, and site restoration. The property will be utilized as part of the future Lea Hill Road Improvements Project(s).

The project costs are within the funds budgeted for it and demolition is expected to begin in June 2017 and be completed by July 2017.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: May 15, 2017

Item Number: CA.D

BUDGET STATUS SHEET

Project No: MS1510	Project Title: 104th Avenue SE Building Demolition
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Project Manager: Kim Truong

Initiation Date: Nov. 21, 2016

Advertisement Date: April 4, 2017

Award Date: May 15, 2017

- ☐ Project Initiation

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: April 21, 2017

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2016	2017	Future Years	Total
102 Fund		5,550	95,900		101,450
Total		5,550	95,900		101,450

Estimated Cost (Funds Needed)

Activity	Prior Years	2016 (Actual)	2017	Future Years	Total
Design Engineering - City Costs		4,600	4,318		8,918
Design Engineering - Consultant Costs		950	4,000		4,950
Construction Contract Bid			65,945		65,945
Authorized Construction Contingency			10,087		10,087
Other - (Permitting)			300		300
Construction Engineering - City Costs			7,000		7,000
Construction Engineering - Consultant Costs			4,250		4,250
Total	0	5,550	95,900	0	101,450

102 Arterial Street Budget Status

	Prior Years	2015	2008	Future Years	Total
*102 Funds Budgeted ()	0	(5,550)	(95,900)	0	(101,450)
102 Funds Needed	0	5,550	95,900	0	101,450
*102 Fund Project Contingency ()	0	0	0	0	0
102 Funds Required	0	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: MS1510, 104th Ave SE Building Demolition, Contract No. 17-01

Prepared by: City of Auburn

Bid Date: 4/20/17

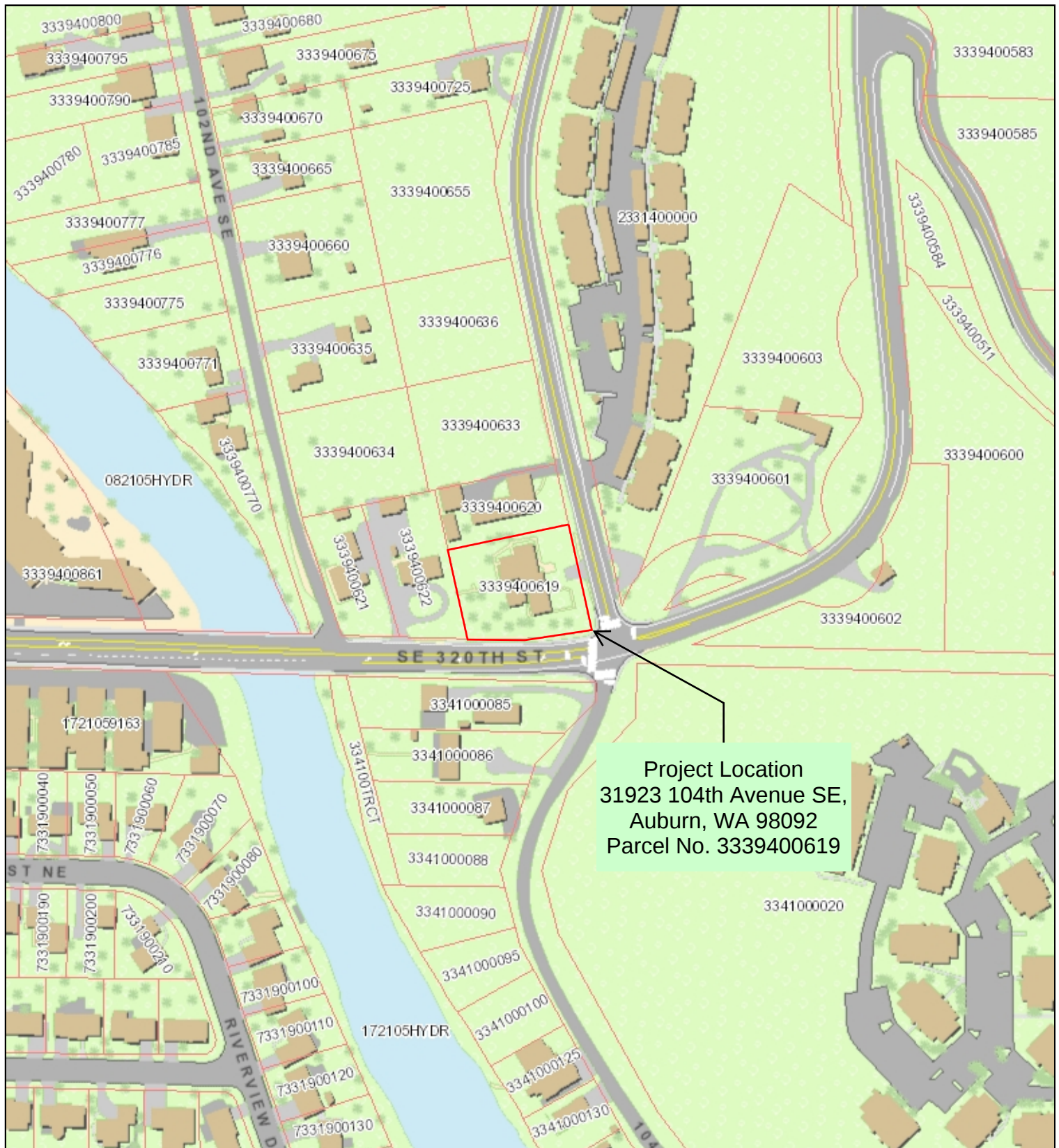
ENGINEER'S ESTIMATE:	\$	55,072.00		
AVERAGE BASIC BID AMOUNT	\$	64,807.00		
BASIC BID SPREAD AMOUNT:	\$	10,008.00	Basic BID Amount	Spread \$
				Spread %
LOW BIDDER:	A & D Quality Construction Co., LLC	\$ 59,950.00	\$4,878.00	8.86%
Second Bidder:	Hoffman Construction, Inc.	\$ 61,120.00	\$6,048.00	10.98%

	Basic BID (Tax not Included)	Total BID (Tax Included)
A & D Quality Construction Co.	\$ 59,950.00	\$ 65,945.00
Hoffman Construction, Inc.	\$ 61,120.00	\$ 67,232.00
Iron Creek Construction, LLC	\$ 68,200.00	\$ 75,020.00
Dickson Company	\$ 69,958.00	\$ 76,953.80
Gec NW, Inc.		Non-Responsive

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

104th Avenue SE Building Demolition

Printed Date: 10/31/2016
Map Created by City of Auburn eGIS
Imagery Date: May 2015



0.1 0 0.0 0.1 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1107

Date:

May 8, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 17-09 to Award Construction, Inc. on their low bid of \$690,600.00 plus Washington State sales tax of \$69,060.00 for a total contract price of \$759,660.00 for Project No. CP1107 Fulmer Well Field Improvement Project.

Background Summary:

The City received 4 responsive bids and the low bid was approximately 7.5% below the engineer's estimate. Staff has performed reference checks and other verifications to determine that Award Construction, Inc. meets the responsible bidding criteria and recommends award.

The purpose of this project is to re-equip Well 2 and Well 6 to produce much needed drinking water for City peak demands. The major improvements to the Fulmer Facility include:

- Installing new variable speed pumps at each well.
- Installing column pipe and associated pump controls including variable frequency drives for well pumps.
- Installing flow meters.
- Installing Cathodic Protection.
- Installing SCADA (Supervisory Control and Data Acquisition) telemetry for Wells 2 and 6, and integrating with the City's existing SCADA system.
- Upgrades to the existing disinfection system.

The Fulmer Well Field Improvement project is expected to begin in June 2017 and be completed by September 2017.

A project budget contingency of \$765.00 remains in the 460 Water Fund.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: May 15, 2017

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1107	Project Title: Fulmer Well Field Improvements
Project Manager: Luis Barba	

Initiation Date: 1/16/2016
 Advertisement Date: 4/18/2017
 Award Date: 5/15/2017

☐ Project Update ☐ Permission to Advertise ☒ Contract Award ☐ Change Order Approval ☐ Contract Final Acceptance
--

Date: May 8, 2017

Funds Budgeted (Funds Available)

Funding	Prior Years (Actuals)	2015 (Actuals)	2016 (Actuals)	2017	Total
460 Fund - Water Bonds	737,051	166,646	146,091		1,049,788
460 Fund - Water	99,051	0	83,750	1,427,726	1,610,527
Total	836,102	166,646	229,841	1,427,726	2,660,315

Estimated Cost (Funds Needed)

Activity	Prior Years (Actuals)	2015 (Actuals)	2016 (Actuals)	2017	Total
Phase 1: Site Study					
Design Engineering - City Costs	4,773	786			5,559
Design Engineering - Consultant Costs	821,493	51,991	69,860		943,344
Construction	9,836	71,033			80,870
Equipment Procurement		42,836	125,177		168,013
Subtotal	836,102	166,646	195,037	0	1,197,785
Phase 2: On-Site Improvements					
Design Engineering - City Costs			13,889	10,000	23,889
Design Engineering - Consultant Costs				390,647	390,647
Equipment Procurement			20,824		20,824
Construction Contract Bid				759,660	759,660
Construction Contract Contingency				75,000	75,000
Other - DOH project review				5,000	5,000
Construction Engineering - City Costs			90	20,000	20,090
Construction Engineering - Consultant Costs				166,654	166,654
Subtotal			34,803	1,426,961	1,461,764
Total	836,102	166,646	229,841	1,426,961	2,659,550

460 Water Budget Status

	Prior Years (Actuals)	2015 (Actuals)	2016 (Actuals)	2017	Total
*460 Funds Budgeted ()	(836,102)	(166,646)	(229,841)	(1,427,726)	(2,660,315)
460 Funds Needed	836,102	166,646	229,841	1,426,961	2,659,550
*460 Fund Project Contingency ()	(0)	(0)	(0)	(765)	(765)
460 Funds Required	(0)	(0)	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1107, Fulmer Well Field Improvement, Contract 17-09

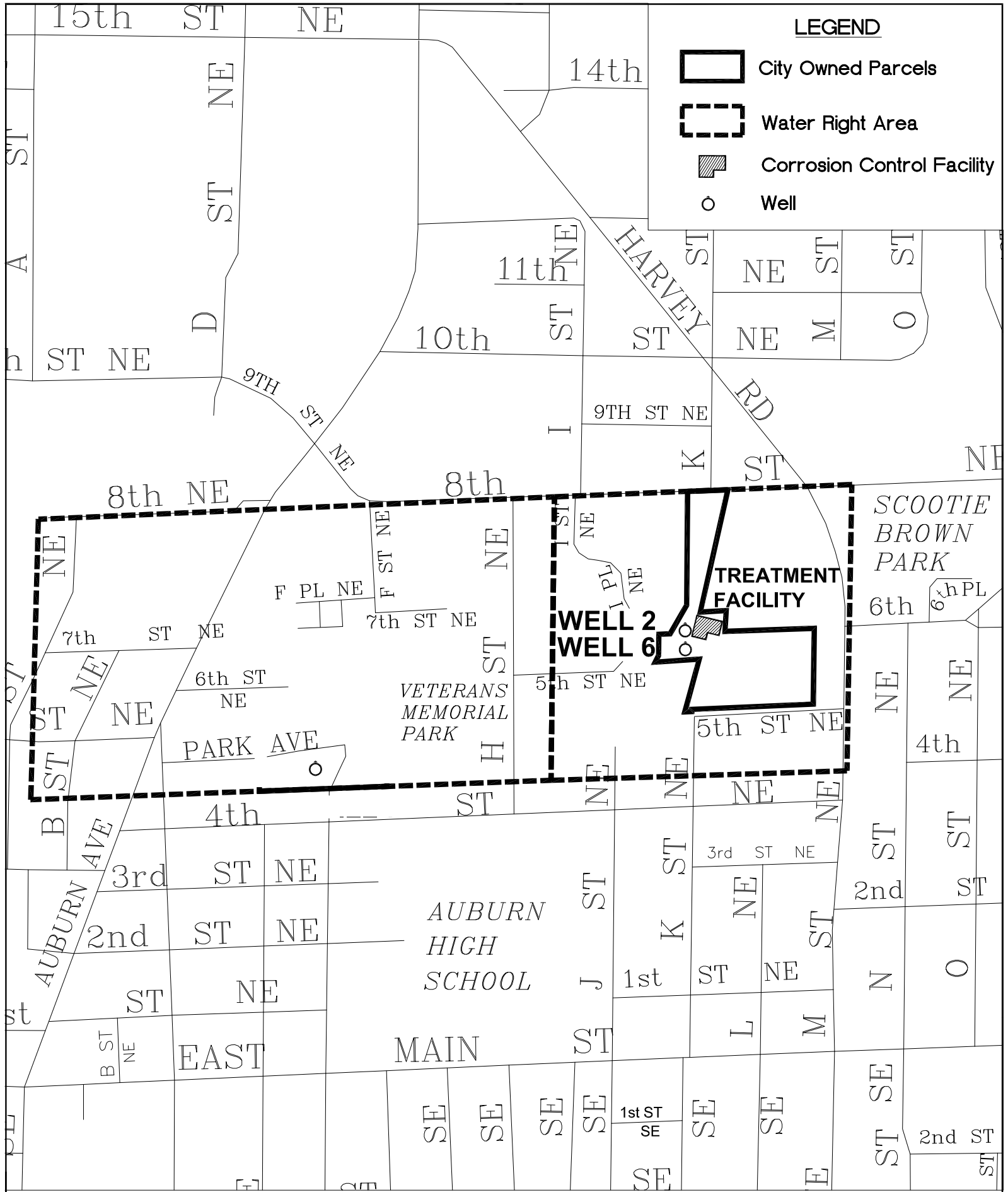
Prepared by: City of Auburn

Bid Date: 5/2/17

ENGINEER'S ESTIMATE:		\$ 747,273.00			
AVERAGE BASIC BID AMOUNT:		\$ 799,217.50			
BASIC BID SPREAD AMOUNT:		\$ 232,882.00	Basic BID Amount	Spread \$	Spread %
LOW BIDDER:	Award Construction, Inc.	\$ 690,600.00		-\$56,673.00	-7.58%
Second Bidder:	McClure and Sons, Inc.	\$ 778,288.00		\$31,015.00	4.15%

	Basic BID (Tax not Included)	Total BID (Tax Included)
Award Construction, Inc.	\$ 690,600.00	\$ 759,660.00
McClure and Sons, Inc.	\$ 778,288.00	\$ 856,116.80
Pacific Crest Construction, Inc.	\$ 804,500.00	\$ 884,950.00
Prospect Construction, Inc.	\$ 923,482.00	\$ 1,015,830.20
Western Engineering Constructors, Inc.	Non-Responsive	

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1511

Date:

May 8, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 17-12, to Active Construction, Inc. on their low bid of \$1,479,675.54 plus Washington State sales tax of \$103,722.35 for a total price of \$1,583,397.89 for Project No. CP1511, M Street SE Improvements (3rd Street SE to East Main St) project.

Background Summary:

The City received six (6) responsive bids and the low bid was approximately 7% above the engineer's estimate. Staff has performed reference checks and other verifications to determine that Active Construction, Inc. meets the responsible bidding criteria and recommends award.

This project will construct improvements to M Street SE from 3rd Street SE to East Main Street. Specifically, this project will replace the existing stormwater drainage system and alleviate flooding issues, replace sanitary sewer and water services which are beyond their useful life, replace sidewalks, curbs and gutters, and rebuild the roadway pavement.

Additionally, M Street SE from 3rd Street SE to East Main Street is expected to be closed to through traffic from June 26th to September 1st in order to complete the improvements.

Construction is anticipated to begin in June 2017 and is expected to last 2 months.

Budget considerations:

A project budget increase of \$55,000.00 from the 105 Arterial Street Preservation Fund is required and these funds are available from the Auburn Way North Phase 2 Preservation Project that has been re-scheduled due to a regional delay in the availability of grant funding.

A project budget contingency of \$135,000.00 remains in the 460 Water Fund.

A project budget contingency of \$15,000.00 remains in the 461 Sewer Fund.

A project budget contingency of \$10,000.00 remains in the 462 Storm Fund.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: May 15, 2017

Item Number: CA.F

BUDGET STATUS SHEET

Project: CP1511 - M Street SE Improvements (3rd St SE to East Main St)

Project Manager: M. Larson

Date: May 8, 2017

Advertisement Date: April 20, 2017

Award Date: May 15, 2017

- ☐ Project Update

☐ Advertisement

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	2015	2016	2017	Total
462 Storm Fund	38,312	7,899	618,441	664,652
460 Water Fund	3,046	8,819	469,135	481,000
461 Sewer Fund	3,283	13,136	399,764	416,183
102/105 Traffic Fund	1,877	18,250	456,750	476,877
Total	46,518	48,104	1,944,090	2,038,712

Estimated Cost (Funds Needed)

Activity	2015 (Actual)	2016 (Actual)	2017	Total
Design Engineering - City Costs Total	46,518	48,104	45,691	140,313
Total Construction Contract Bid			1,583,398	1,583,398
Authorized Construction Contingency (5%)			100,000	100,000
Construction Engineering - City Costs Total			110,000	110,000
Total	46,518	48,104	1,839,089	1,933,711

462 Storm Budget Status

	2015 (Actual)	2016 (Actual)	2017	Total
*462 Funds Budgeted ()	(38,312)	(7,899)	(618,441)	(664,652)
462 Funds Needed	38,312	7,899	608,441	654,652
*462 Fund Project Contingency ()	0	0	(10,000)	(10,000)
462 Funds Required	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

460 Water Budget Status

	2015 (Actual)	2016 (Actual)	2017	Total
*460 Funds Budgeted ()	(3,046)	(8,819)	(469,135)	(481,000)
460 Funds Needed	3,046	8,819	334,135	346,000
*460 Fund Project Contingency ()	0	0	(135,000)	(135,000)
460 Funds Required	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

461 Sewer Budget Status

	2015 (Actual)	2016 (Actual)	2017	Total
*461 Funds Budgeted ()	(3,283)	(13,136)	(399,764)	(416,183)
461 Funds Needed	3,283	13,136	384,764	401,183
*461 Fund Project Contingency ()	0	0	(15,000)	(15,000)
461 Funds Required	0	0	0	0

* (#) in the Budget Status Sections indicates Money the City has available.

102/105 Traffic Budget Status

	2015 (Actual)	2016 (Actual)	2017	Total
*102/105 Funds Budgeted ()	(1,877)	(18,250)	(456,750)	(476,877)
102/105 Funds Needed	1,877	18,250	511,750	531,877
*102/105 Fund Project Contingency ()	0	0	0	0
102/105 Funds Required	0	0	55,000	55,000

* (#) in the Budget Status Sections indicates Money the City has available.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1511, M Street SE Improvements (3rd St SE to East Main St), Contract 17-12

Prepared by: City of Auburn

Bid Date: 5/4/17

ENGINEER'S ESTIMATE:		\$	1,382,855.00			
AVERAGE BASIC BID AMOUNT:		\$	1,616,997.14			
BASIC BID SPREAD AMOUNT:		\$	311,999.46	Basic BID Amount	Spread \$	Spread %
LOW BIDDER:	Active Construction, Inc. (ACI)	\$	1,479,675.54		\$96,820.54	7.00%
Second Bidder:	Rodarte Construction, Inc.	\$	1,507,797.85		\$124,942.85	9.04%

	Basic BID (Tax not Included)	Total BID (Tax Included)
Active Construction, Inc. (ACI)	\$ 1,479,675.54	\$ 1,583,397.89
Northwest Cascade, Inc.	\$ 1,622,464.75	\$ 1,731,102.23
Rodarte Construction, Inc.	\$ 1,507,797.85	\$ 1,616,141.14
Ceccanti, Inc.	\$ 1,546,051.00	\$ 1,661,534.10
Hoffman Construction, Inc.	\$ 1,754,318.70	\$ 1,893,667.07
Sound Pacific Construction, LLC	\$ 1,791,675.00	\$ 1,929,209.50

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

CP1511 - M Street SE Improvements

Printed Date: 5/6/2017
Map Created by City of Auburn eGIS
Imagery Date: May 2015



0.5 0 0.3 0.5 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

CA.F

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1523

Date:

May 8, 2017

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 17-05 to CPM Development Corporation DBA ICON Materials on their low bid of \$827,290.25 for Project No. CP1523, Lake Tapps Parkway Preservation Project.

Background Summary:

The City received 3 responsive bids and the low bid was approximately 3.5% above the engineer's estimate. Staff has performed reference checks and other verifications to determine that CPM Development Corporation DBA ICON Materials meets the responsible bidding criteria and recommends award.

The purpose of this project is to rehabilitate and preserve the existing pavement on Lake Tapps Parkway between the Western City Limit near 8th Street E and Lakeland Hills Way. The project proposes to grind and overlay 7.11 lane miles of pavement, upgrade eight curb ramps to meet current ADA standards, and upgrade vehicle detection loops.

Construction is expected to begin in June 2017 and be completed by September 2017.

A project budget increase of \$33,741.00 from the 105 Arterial Street Preservation Fund is required and these funds are available from the Auburn Way North Phase 2 Preservation Project that has been re-scheduled due to a regional delay in the availability of grant funding.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: May 15, 2017

Item Number: CA.G

BUDGET STATUS SHEET

Project No: CP1523	Project Title: Lake Tapps Parkway Preservation Project
Project Manager: Luis Barba	

Initiation Date: 01/20/2016
 Advertisement Date: 04/11/2017
 Award Date: 05/15/2017

☐ Project Update
☐ Permission to Advertise
☒ Contract Award
☐ Change Order Approval
☐ Contract Final Acceptance

Date: May 08, 2017

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2016	2017	Future Years	Total
105 Fund - Unrestricted		11,662	191,188		202,850
105 Fund - Federal Grant		56,692	693,308		750,000
461 Fund - Sewer		0	5,000		5,000
462 Fund - Storm		0	5,000		5,000
Total	0	68,354	894,496	0	962,850

Estimated Cost (Funds Needed)

Activity	Prior Years	2016 (Actual)	2017	Future Years	Total
Design Engineering - City Costs		68,354	24,000		92,354
Construction Contract Bid			827,290		827,290
Construction Contract Contingency			39,947		39,947
Construction Engineering- State Cost			2,000		2,000
Construction Engineering - City Costs			25,000		25,000
Construction Engineering - Testing Costs			10,000		10,000
Total	0	68,354	928,237	0	996,591

105 Arterial Street Budget Status

	Prior Years	2016 (Actual)	2017	Future Years	Total
*105 Funds Budgeted ()	0	(68,354)	(884,496)	0	(952,850)
105 Funds Needed	0	68,354	918,237	0	986,591
*105 Fund Project Contingency ()	0	0	0	0	0
105 Funds Required	0	0	33,741	0	33,741

461 / 462 Sewer and Storm Budget Status

	Prior Years	2016	2017	Future Years	Total
*461 / 462 Funds Budgeted ()	0	0	(10,000)	0	(10,000)
461 / 462 Funds Needed	0	0	10,000	0	10,000
*461 / 462 Fund Project Contingency ()	0	0	0	0	0
461 / 462 Funds Required	0	0	0	0	0

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1523, Lake Tapps Parkway Preservation, Contract 17-05

Prepared by: City of Auburn

Bid Date: 5/4/17

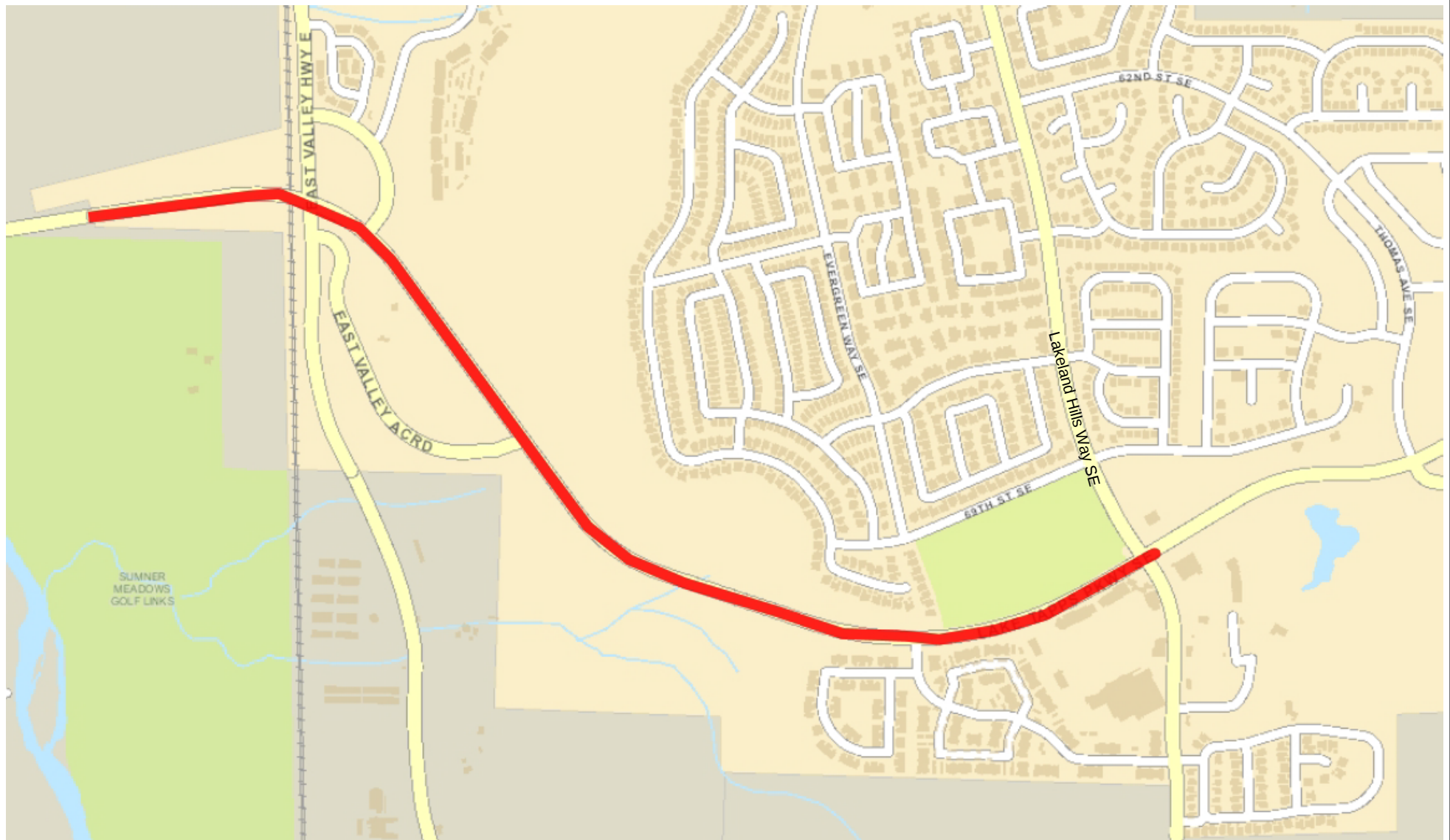
ENGINEER'S ESTIMATE:	\$	798,933.25		
AVERAGE BASIC BID AMOUNT	\$	901,261.35		
BASIC BID SPREAD AMOUNT:	\$	145,315.25	Basic BID Amount	Spread \$
				Spread %
LOW BIDDER:	ICON Materials	\$	827,290.25	\$28,357.00
Second Bidder:	Tucci & Sons	\$	903,888.29	\$104,955.04
				3.55%
				13.14%

TOTAL BID (Tax Not Applicable)

ICON Materials	\$	827,290.25
Tucci & Sons	\$	903,888.29
Miles Resources	\$	972,605.50

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

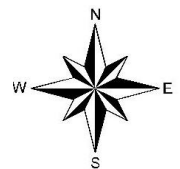
Lake Tapps Parkway Preservation Vicinity Map



Printed Date: 4/30/2014

Map Created by City of Auburn eGIS

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





AGENDA BILL APPROVAL FORM

Agenda Subject:

Safer Cities/Inclusive Cities

Date:

May 9, 2017

Department:

Administration

Attachments:

[Ord 6651](#)

[Res 5284](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Heid/Hinman

Meeting Date: May 15, 2017

Item Number: UB.A

ORDINANCE NO. 6 6 5 1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADDING A NEW SECTION 1.02.030 OF THE AUBURN CITY CODE RELATING TO THE POWERS AND DUTIES OF CITY OFFICERS AND EMPLOYEES, INCLUDING THE AFFIRMATION OF THE VALUE OF ALL AUBURN RESIDENTS

WHEREAS, the City of Auburn (the “City”) wishes to foster trust and cooperation between City personnel, law enforcement officials, and all members of the diverse community that makes up the City of Auburn; and

WHEREAS, the City is authorized by Section 35A.11.030 of the Revised Code of Washington (RCW) to define the functions, powers, and duties of its officers and employees and to adopt and enforce ordinances appropriate to the good government of the city; and

WHEREAS, state law does not include among the functions, powers, and duties of City officers and employees responsibility for enforcement of federal immigration law; and

WHEREAS, the enforcement of civil immigration laws has historically been a federal government responsibility through the Immigration and Naturalization Service. Since 2002, matters of immigration law have been handled by the Office of Immigration and Customs Enforcement, a branch of the Department of Homeland Security. Requiring local law enforcement agencies, which are not specifically equipped or trained, to enforce civil immigration laws would force local governments to expend their limited resources to perform traditional federal functions; and

Ordinance No. 6651
May 9, 2017
Page 1 of 5

WHEREAS, local law enforcement agencies do interact and cooperate with the Department of Homeland Security in that their interactions related to immigration enforcement in fact arise through their routine local law enforcement duties; and

WHEREAS, the City Council wishes to identify as a goal the fostering of trust and cooperation between City personnel and law enforcement officials and the diverse and pluralistic society that makes up the City of Auburn, to improve crime prevention and public safety; and

WHEREAS, the City Council also wishes to set as a goal the promotion of the public health and welfare of all city of Auburn residents and other users of City services, including but not limited to police and human services; and

WHEREAS, the City Council further intends that the provisions of this ordinance be consistent with federal laws regarding communications between local jurisdictions and federal immigration authorities, including but not limited to United States Code Title 8, Section 1373; and

WHEREAS, the good government of the City includes recognizing that all people are vital to our shared prosperity and that all people must be respected and valued; and

WHEREAS, it is in the best interest of the City and of the residents of the City to be a diverse and inclusive city; and

WHEREAS, it is also in the best interests of the City and of the residents of the City, and the need to keep them safe, that its police officers be fully empowered to take appropriate law enforcement actions, including those

authorized by chapter 10.93 RCW, the Washington Mutual Aid Peace Officers Powers Act, including but not limited to responding to emergencies involving immediate threat to human life or property, and assisting other law enforcement agencies.

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

Section 1. Recitals Adopted. That the City Council hereby adopts the recitals contained in this Ordinance as Findings of Facts and Conclusions, as appropriate given the context of each recital and incorporates said recitals herein by this reference.

Section 2. New Section of City Code. A new Section 1.02.030 of the City Code is created to read as follows:

1.02.030 Restriction on immigration, race, religion and language inquiries.

Consistent with the city's intention of being a diverse and inclusive city, except as provided in this section or when otherwise required by a law, a city office, department, employee, agency or agent shall not condition the provision of city services on the citizenship or immigration status of any individual.

A. Nothing in the Auburn city code shall be construed to restrict or prohibit any city officer or employee from participating in cross-designation or task force activities with federal law enforcement authorities.

B. City personnel shall not request specific documents relating to a person's civil immigration status for the sole purpose of determining whether the individual has violated federal civil immigration laws. The documents include but are not limited to; passports, alien registration cards; or work permits.

C. City personnel may use documents relating to a person's civil immigration status if the documents are offered by the person upon a general, nonspecific request.

D. Except when required by law, city personnel shall not initiate any inquiry or enforcement action based solely on a person's:

1. Civil immigration status;
 2. Race;
 3. Religion;
 4. Inability to speak English; or
 5. Inability to understand city personnel or its officers.
- E. Except when otherwise required by law, where the city accepts presentation of a state-issued driver's license or identification card as adequate evidence of identity, presentation of a photo identity document issued by the person's nation of origin, such as a driver's license, passport or consulate-issued document, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment than if the person had provided a Washington state driver's license or identification card. However, a request for translation of such a document to English shall not be deemed a violation of any provision of City code. This provision does not apply to documentation required to complete a federal I-9 employment eligibility verification form.
- F. This section does not create or form the basis for liability on the part of the city, its officers, employees, or agents.
- G. Unless otherwise permitted by city code, or required by state or federal law, or international treaty, all applications, questionnaires and interview forms used in relation to the provision of city benefits, opportunities or services shall be promptly reviewed by each agency, and any question requiring disclosure of information related to citizenship or immigration status shall be, in the agency's best judgment, either deleted in its entirety or revised such that the disclosure is no longer required.

Section 3. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation, including administrative procedures to address complaints where an employee may have taken action inconsistent with Section 1.02.030 of the City Code.

Section 4. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the

remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

RESOLUTION NO. 5 2 8 4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AFFIRMING OF THE VALUE OF
ALL AUBURN RESIDENTS

WHEREAS, the City of Auburn is committed to inclusiveness and diversity as fundamental aspects of our community; and

WHEREAS, the City is authorized by Section 35A.11.030 of the Revised Code of Washington (RCW) to define the functions, powers, and duties of its officers and employees and to adopt and enforce ordinances appropriate to the good government of the City; and

WHEREAS, under state law, the functions, powers, and duties of City officers and employees does not include responsibility for enforcement of federal immigration law; and

WHEREAS, the enforcement of civil immigration laws has historically been a federal government responsibility through the Immigration and Naturalization Service. Since 2002, matters of immigration law have been handled by the Office of Immigration and Customs Enforcement, a branch of the Department of Homeland Security. Requiring local law enforcement agencies, which are not specifically equipped or trained, to enforce civil immigration laws would force local governments to expend their limited resources to perform traditional federal functions; and

WHEREAS, local law enforcement agencies do interact and cooperate with the Department of Homeland Security in that their interactions related to immigration enforcement in fact arise through their routine local law enforcement duties; and

WHEREAS, the City Council wishes to identify as a goal the fostering of trust and cooperation between City personnel and law enforcement officials and the diverse and pluralistic society that makes up the City of Auburn, to improve crime prevention and public safety; and

WHEREAS, the City Council also wishes to set as a goal the promotion of the public health and welfare of all city of Auburn residents and other users of City services, including but not limited to police and human services; and

WHEREAS, the City Council further intends that the provisions of this ordinance be consistent with federal laws regarding communications between local jurisdictions and federal immigration authorities, including but not limited to United States Code Title 8, Section 1373; and

WHEREAS, the good government of the City includes recognizing that all people are vital to our shared prosperity and that all people must be respected and valued; and

WHEREAS, the good government of the City includes recognizing that all people are vital to our shared prosperity and that all people must be respected and valued; and

WHEREAS, local elected officials can and should lead the way forward in making inclusiveness and diversity priorities; and

WHEREAS, the Fourteenth Amendment to the U.S. Constitution guarantees the equal protection of the laws to all persons, not just citizens and residents, stating that “[n]o state shall . . . deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.” [U.S. Const. amend. XIV, § 1]; and

WHEREAS, the courts of this state as well as the United States have repeatedly stated that “the equal protection clause applies to resident aliens as well as citizens.” *Herriott v. City of Seattle*, 81 Wn.2d 48, 500 P.2d 101 (1972), citing *Takahashi v. Fish & Game Comm’n*, 334 U.S. 410, 420, 68 S.Ct. 1138, 92 L.Ed. 1478 (1948); and the City Council finds that is in the best interest of the City to be an inclusive and diverse community for all people; and

WHEREAS, it is also in the best interests of the City and of the residents of the City, and the need to keep them safe, that its police officers be fully empowered to take appropriate law enforcement actions, including those authorized by chapter 10.93 RCW, the Washington Mutual Aid Peace Officers Powers Act, including but not limited to responding to emergencies involving immediate threat to human life or property, and assisting other law enforcement agencies.

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

Section 1. That the City Council hereby adopts the recitals contained in this Resolution as its Findings of Facts and Conclusions.

Section 2. That the City Council of the City of Auburn reaffirms its commitment to making inclusiveness and diversity fundamental aspects of our community, pledges active efforts to seek to achieve that goal, and urges all residents of the City of Auburn to join together to support this effort.

Section 3. That is the policy of the City Council that City personnel shall not, except where required by law, initiate any inquiry or enforcement action based solely on a person's:

1. Civil immigration status;
2. Race;
3. Religion;
4. Inability to speak English; or
5. Inability to understand city personnel or its officers.

Section 4. That is the policy of the City Council that City personnel shall not request specific documents relating to a person's civil immigration status for the sole purpose of determining whether the individual has violated federal civil immigration laws.

Section 5. That is the policy of the City Council that, except when otherwise required by law, where the city accepts presentation of a state-issued driver's license or identification card as adequate evidence of identity, presentation of a photo identity document issued by the person's nation of origin, such as a driver's license, passport or consulate-issued document, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment than if the person had provided a Washington state driver's license or identification card. However, a request for translation of such a document to English shall not be deemed a violation of any provision of City code. This provision does not apply to documentation required to complete a federal I-9 employment eligibility verification form.

Section 6. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the policy directives of this legislation, including development and implementation of personnel policies consistent herewith.

Section 7. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2017.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6643

Date:

April 26, 2017

Department:

CD & PW

Attachments:

[Ordinance No. 6643](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6643 for MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Franchise Agreement No. 17-09

Background Summary:

Per Auburn City Code Chapter 20.06.010, a franchise shall be required of any commercial utility or telecommunications operator or carrier or other person who desires to occupy public ways of the City and to provide telecommunications or commercial utility services to any person or area of the City.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (MCI/Verizon) has applied for a Franchise Agreement to be able to construct within the City's rights of way a fiber optic telecommunications network. These facilities would be part of a larger network of infrastructure that MCI/Verizon is building throughout Washington. MCI/Verizon desires to provide telecommunications, telephone service, internet access and private line services to potential customers including mobile fronthaul and backhaul services and leasing of facilities to affiliates and third parties.

The initial proposed build-out includes overhead installations on existing utility poles wherever possible with underground installation being utilized if necessary. The applicant is requesting the entire City as the proposed franchise area so that future expansion of their facilities may be accommodated without having to amend the agreement for each installation. Exact locations, plans, engineering and construction schedules would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement.

A staff presentation was given at the April 24th, 2017, Study Session discussing Draft Ordinance No. 6643. A Public Hearing to consider this application and hear public

comment was held before the City Council on May 1, 2017, in accordance with Auburn City Code Chapter 20.06.030.

Ordinance No. 6643, if adopted by City Council, approves Franchise Agreement No. 17-09 subject to terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: May 15, 2017

Item Number: ORD.A

ORDINANCE NO. 6 6 4 3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A DELAWARE CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS SERVICES

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from 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 and its inhabitants that the franchise be granted to Grantee,

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and/or other public property specified in Exhibit "A", attached hereto and incorporated by reference within the City of Auburn (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the types of facilities specified in Exhibit "B", attached hereto and incorporated by reference, and all necessary appurtenances

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thereto, ("Grantee Facilities") for provision of those services set forth in Exhibit "C" ("Grantee Services") in, along, under and across the Franchise Area.

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee 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 right-of-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 Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee 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.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

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City: Engineering Aide,
Community Development and
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010; Fax: (253) 931-3048

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

Grantee: MCImetro Access Transmission Services Corp. d/b/a Verizon
Access Transmission Services
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02G295
Irving, TX 75038NAME

with copies (except for invoices) to:

Verizon Business Network Services
1320 North Courthouse Road, Suite 900
Arlington, VA USA 22201
Attn: Vice President and Deputy General Counsel, Network
Operations

B. Any changes to the above-stated Grantee information shall be sent to the City's Engineering Aide, Community Development and Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this agreement.

C. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: Network Operations Center 1-800-624-9675.

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Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of execution specified in Section 5.

B. **Renewal Option of Term:** The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. **Failure to Renew Franchise – Automatic Extension.** If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purpose of this agreement:

“ACC” means the Auburn City Code.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions

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Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “D,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 and (4) payment of any outstanding application fees per the City fee Schedule. These four items shall collectively be the “Franchise Acceptance”. The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done within the City. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

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

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

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D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee 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 a land clearing permit.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall 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, and in writing as soon thereafter as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Grantee, but shall notify the Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City Engineer.

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Section 9. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Grantee and other utility purveyors or authorized users of the Public Way, will develop guidelines and procedures for determining specific utility locations.

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee 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, as now or hereinafter existing, including the City's geographic information Service (GIS) data base. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the

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Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's open public records act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to 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 RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee 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 Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities

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

B. The parties expressly agree that this Section shall 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 Grantee shall underground the Grantee Facilities in the manner specified by the City Engineer at no expense or liability to the City, except

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as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole or contributory negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee 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, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee 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 Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims,

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injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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.

Section 15. Insurance

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent form. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work

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performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professionals employed or retained Grantee to perform services under this Franchise.

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

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by the insurers except after thirty (30) days' prior written notice has been given to Grantee. Upon receipt of such notice, Grantee shall immediately notify by certified mail, return receipt requested, the City.

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

D. Verification of Coverage. Grantee shall furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Grantee before commencement of the work.

E. Grantee shall 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.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by

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such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 16. Performance Security

The Grantee shall provide the City with a financial guarantee 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. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, 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 facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which consent shall not be unreasonably withheld, conditioned, or delayed.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which shall be set by the City, plus any other

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costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall 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 the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall 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 shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee 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 Grantee's submittal of a plan to cure

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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 Grantee 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 16 for every day after the expiration of the cure period that the breach is not cured.

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall 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. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall 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 hereafter enacted, amended, or adopted 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 upon providing Grantee 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. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee 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 Grantee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles & Interpretation

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

Section 25. Implementation.

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

Section 26. Effective date.

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

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INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

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Exhibit A

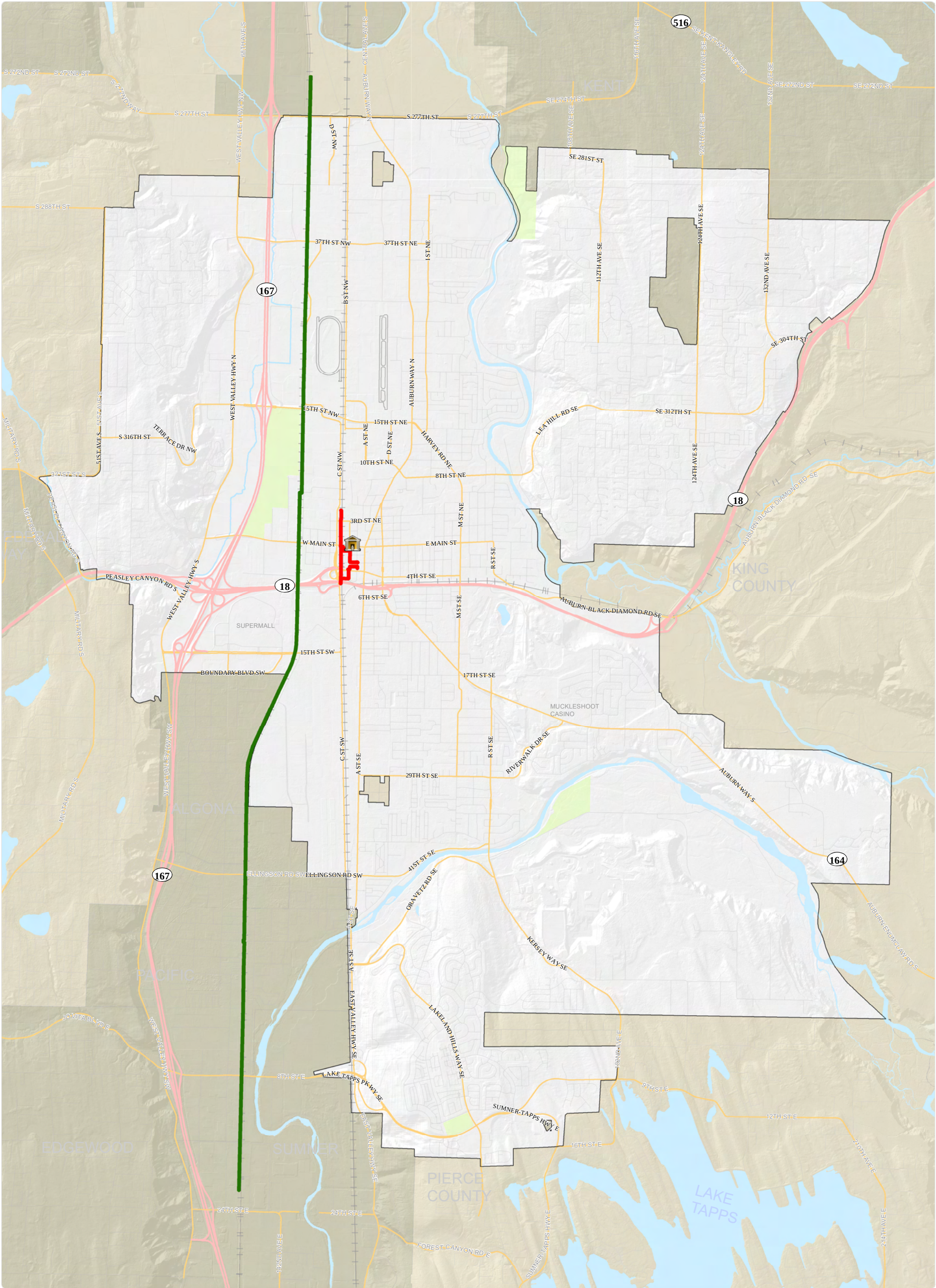


Exhibit B

Grantee Facilities

Grantee Facilities include, collectively or individually, any and all communications transmission and distribution systems, including but not limited to, wires, lines, conduits, ducts, cables, braces, guys, anchors, vaults, switches, fixtures, and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located across, above, along, below, in, over, through, or underground.

Grantee Facilities shall not include any wireless telecommunications facilities such as antennas, DAS, Small Cell facilities or other wireless transmission devices that are mounted on poles or other structures in the right-of-way.

Exhibit C

Grantee Services

The offering of communications and communications services, including, but not limited to a telephone service (as set forth in RCW § 82.16.010), integrated data services, internet access service, private line service, mobile fronthaul and backhaul services, and leasing of facilities (e.g., dark fiber) to affiliates and third parties. Grantee shall not offer a Cable Service or an Open Video System.

EXHIBIT "D"

STATEMENT OF ACCEPTANCE

MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, 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.

[Grantee]

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20xx, 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 he/she is 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: _____

Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
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AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6652

Date:
May 9, 2017

Department:
Administration

Attachments:
[Ord 6652](#)

Budget Impact:
\$0

Administrative Recommendation:

Background Summary:

A number of communities in King County, including, for instance, Bellevue, Kirkland, Renton and Kent have ordinances that prohibit rental housing discrimination based upon source of funds. The purpose of these regulations is to assist low income housing by prohibiting or restricting practices that do not accommodate or allow rental relationships based upon source of funds section 8 voucher programs - - prohibiting practices that exclude voucher programs as a part of certain residential rental activities. After having looked at a variety of different approaches, the approach that seems most suitable for the City of Auburn is to plug-in to the City's existing rental housing business license program a requirement that multi-family residential facilities comply with the requirement accommodating low income housing voucher programs. By using the existing business licensing program, we take advantage of an existing enforcement mechanism, rather than having to rely upon citations in court or pursuit of financial penalties. The City's proposed Ordinance No. 6652 would provide that anybody that operates a multi-family residential rental business, as defined in the ordinance, would have to accept low income voucher program tenants, assuming that there premises meet the requirements of such programs.

Reviewed by Council Committees:

Councilmember:

Staff: Heid/Hinman

Meeting Date: May 15, 2017

Item Number: ORD.B

ORDINANCE NO. 6 6 5 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A NEW SECTION 5.22.045 OF THE AUBURN CITY CODE, RELATED TO ADDITIONAL RENTAL HOUSING BUSINESS LICENSE CRITERIA FOR MULTI-FAMILY DWELLING UNITS

WHEREAS, the City of Auburn recognizes that discrimination in housing adversely and seriously affects the health, safety, and welfare of the community.

WHEREAS, there are several government programs that assist very low income families, the elderly, veterans, and people with disabilities with financial subsidies that allow them to afford decent, safe, and sanitary housing in the private market.

WHEREAS, a significant number of people have difficulty securing adequate rental housing without financial assistance, and it is essential to assure that housing is available to those people.

WHEREAS, housing rental rates are rapidly rising in the Puget Sound region, and the number of affordable units is decreasing as rents increase, which, in turn, disfavors low-income tenants and those receiving government assistance.

WHEREAS, when families lose their homes because of income source based discrimination, they often lack funds to move, risk being unable to find replacement housing close to their workplace, risk becoming homeless, and risk disruption to their children's education and social development by being forced to move away from their friends and schools.

WHEREAS, citywide and countywide planning policies seek to promote fairness in housing for residents of all abilities, ages, races, and incomes.

WHEREAS, participation by landlords in these housing assistance programs provides a reliable, steady source of rental income.

Ordinance No. 6652
May 3, 2017
Page 1 of 4

WHEREAS, some state financial assistance programs are only available to landlords in cities that have passed ordinances that prohibit denying tenancy based solely on the applicant's source of income.

WHEREAS, the Auburn City Council has determined that prohibiting landlords from denying tenants the opportunity to rent housing solely because the tenant proposes to use government financial assistance will promote the health, safety, and welfare of the community; and

WHEREAS, it would be advantageous for the City of Auburn to add source of income discrimination concerns as criteria applicable to multi-family rental housing as a part of the City's. Rental housing business license program.

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

Section 1. New Section to City Code. A new Section 5.22.045 to the Auburn City Code, entitled "Additional rental housing business license criteria for multi-family dwelling units," is created to read as follows:

5.22.045 Additional rental housing business license criteria for multi-family dwelling units.

In addition to the business license criteria set forth in section 5.20 2.040 of this chapter, rental housing businesses consisting of multi-family dwelling units shall comply with the following license requirements:

A. Property owners, property managers, landlords, and their agents, who offer for rent or lease "multi-family dwelling units" as defined in this section may not refuse to rent or lease a such a dwelling unit to any residential tenant or prospective residential tenant or otherwise discriminate or retaliate against any residential tenant or prospective residential tenant solely on the basis that the person proposes to pay a portion of the rent from a "source of income" as defined in this section.

B. For the purposes hereof, the following definitions shall apply:

1. "Multi-family dwelling units" means housing where four or more separate housing units for residential inhabitants are contained within one building or several buildings within one complex.

2. "Source of income" includes income derived from social security, supplemental security income, other retirement programs, and any federal, state,

local subsidy programs, including housing assistance, public assistance, and general assistance programs.

C. The provisions of this section shall not apply if the dwelling unit does not qualify for participation in the tenant's "source of income" program. However, any property owner, manager or agent that refuses to rent a dwelling unit to a person based upon the proposed use of funds from a "source of income" must notify that person in writing of the reasons why the dwelling unit is ineligible for participation in the particular "source of income" program. Refusal to allow a health and safety inspection of the property by a public housing authority or subsidy program inspector shall not be considered a legitimate basis for refusing to rent due to program ineligibility.

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

Section 4. Severability. That the provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective date. This Ordinance shall be in full force and effect five (5) days after publication as required by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

ATTEST:

NANCY BACKUS, MAYOR

Danielle E. Daskam, City Clerk

Ordinance No. 6652
May 3, 2017
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APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

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