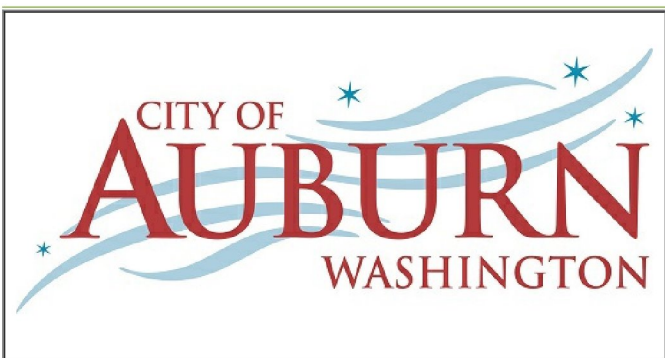


	City Council Meeting May 6, 2024 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **LAND ACKNOWLEDGMENT**

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

III. **PUBLIC PARTICIPATION**

1. **Public Participation**

The Auburn City Council Meeting scheduled for Monday May 6, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/83321228783>

A. **Pledge of Allegiance**

IV. **Roll Call**

V. **APPOINTMENTS**

A. **Junior City Council**

City Council to approve the appointments of Rowan Santos and Prableen Kaur to Auburn Junior City Council for a two year term expiring August 31, 2026

(RECOMMENDED ACTION: Move to approve the appointments of Rowan

Santos and Prableen Kaur to Auburn Junior City Council, for a two year term to expire August 31, 2026.)

VI. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Police Promotional Ceremony (Caillier)
- B. National Police Week and Peace Officers Memorial Day
Mayor Backus to proclaim May 12, 2024 to May 18, 2024, as "National Police Week" and May 15, 2024 as "Peace Officers Memorial Day" in the City of Auburn
- C. Professional Municipal Clerks Week
Mayor Backus to proclaim May 5, 2024, to May 11, 2024, as "Professional Municipal Clerks Week " in the City of Auburn
- D. Affordable Housing Week
Mayor Backus to proclaim May 13, 2024 to May 17, 2024, as "Affordable Housing Week" in the City of Auburn
- E. Asian American, Native Hawaiian and Pacific Islander Heritage Month
Mayor Backus to proclaim May 2024 as "Asian American, Native Hawaiian and Pacific Islander Heritage Month" in the City of Auburn
- F. Jewish American Heritage Month
Mayor Backus to proclaim May 2024 as "Jewish American Heritage Month" in the City of Auburn
- G. Older Americans Month
Mayor Backus to proclaim May 2024 as "Older Americans Month" in the City of Auburn

VII. AGENDA MODIFICATIONS

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

- 1. Public Hearing for Fatbeam, LLC Franchise Agreement
No. FRN23-0005
City Council to conduct a Public Hearing to consider Franchise Agreement No. FRN23-0005 for Fatbeam, LLC

B. Audience Participation

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

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

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

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

Email written comments to:
publiccomment@auburnwa.gov

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

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

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

X. CONSENT AGENDA

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

- A. April 15, 2024, City Council Meeting Minutes
- B. Minutes of the April 18, and April 19, 2024, Special City Council Meetings
- C. Minutes of the April 22, 2024, Study Session Meeting
- D. Claims Vouchers (Thomas)
Claims voucher list dated May 1, 2024 which includes voucher number 475664 through voucher 475708 and voucher 475710 through 475840, in the amount of \$7,363,923.19, six electronic fund transfers in the amount of \$1,150.83, and nine wire transfers in the amount of \$1,302,151.67
- E. Payroll Voucher (Thomas)
Payroll check numbers 539584 through 539584 in the amount of \$624,985.07, electronic deposit transmissions in the amount of \$2,588,379.71, for a grand total of \$3,213,364.78 for the period covering April 11, 2024 to April 24, 2024

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

A. Claims Voucher (Thomas)

Claims voucher dated May 1, 2024, which includes voucher number 475709, in the amount of \$69,500.00

XIII. MAYOR AND COUNCILMEMBER REPORTS

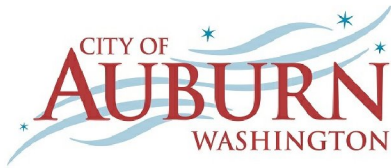
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XIV. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Fatbeam, LLC Franchise Agreement No. FRN23-0005

Date:

April 17, 2024

Department:

Public Works

Attachments:

[Draft Ordinance No. 6941](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN23-0005 for Fatbeam, LLC for a Wireline Telecommunications Franchise.

Background for Motion:**Background Summary:**

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a franchise agreement. Franchise Agreement No. FRN23-0005 for Fatbeam, LLC will allow Fatbeam to continue to operate their existing fiber optic telecommunications facilities within the City's public way.

The date of the Public Hearing was set by consent on April 15, 2024.

Reviewed by Council Committees:

Councilmember: Tracy Taylor

Staff:

Ingrid Gaub

Meeting Date: May 6, 2024

Item Number:

PH.1

ORDINANCE NO. 6941

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

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

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

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

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

Section 1. Definitions

For the purpose of this Franchise and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

A. “ACC” means the Auburn City Code.

B. “Franchise” means this agreement approved by Ordinance No. 6941 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

C. “Franchisee’s Facilities” means fiber optic and broad band communications services constructed and operated within the public ways including all cables, wires, conduits, ducts, pedestals, and any associated

converter equipment or other items necessary for Telecommunications Services as defined in RCW 35.99.010(7), that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireless services, including antennas or other equipment, appliances, attachments and appurtenances associated with wireless telecommunications facilities. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate franchise agreement or agreement.

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

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

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

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchise agreements, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

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

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

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

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

Section 3. Notice

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

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

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

Franchisee: Fatbeam, LLC
Attn: Jim Williams
2065 W Riverstone Drive, Suite 202
Coeur D Alene, ID 83814
Telephone: (509) 344-1008
Email Address: regulatory@fatbeam.com

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (509) 344-1008.

Section 4. Term of Franchise

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

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

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

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

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

providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Trench Repair for Street Restorations

A. At any time during the term of this Franchise, if a Franchisee Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify Franchisee of the deficiency and Franchisee agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

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

Section 8. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

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

Section 10. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Franchisee will 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 Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee 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 Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

Section 12. Abandonment and or Removal of Franchisee Facilities

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

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

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

Section 13. Undergrounding

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

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

Section 14. Franchisee Information

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

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

Section 15. Indemnification and Hold Harmless

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

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

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

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

Section 16. Insurance

A. The Franchisee shall procure and maintain for the duration of this Franchise and as long as Franchisee has Facilities in the public way, insurance

against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the public way.

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

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

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

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

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

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

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

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

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

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

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

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

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

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

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

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

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

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

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

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

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

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise,

the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

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

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

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

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

Section 19. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Franchise, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight

over the administration of this Franchise. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

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

Section 20. Enforcement and Remedies

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

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

Section 21. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee

will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

Section 22. License, Tax and Other Charges

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

Section 23. Consequential Damages Limitation

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

Section 24. Severability

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

Section 25. Titles

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

Section 26. Implementation

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

Section 27. Entire Franchise

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

Section 28. Effective Date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

Shawn Campbell, MMC, City Clerk

Doug Ruth, Acting City Attorney

PUBLISHED: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

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

Franchisee Name: Fatbeam, LLC

Address _____

City, State, Zip _____

By: _____

Date: _____

Name:

Title:

STATE OF _____)
)ss.

COUNTY OF _____)

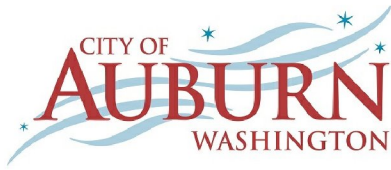
On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary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

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

Signature

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

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

April 15, 2024, City Council Meeting Minutes

Department:

City Council

Attachments:

[04-15-2024 Minutes](#)

Date:

April 30, 2024

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

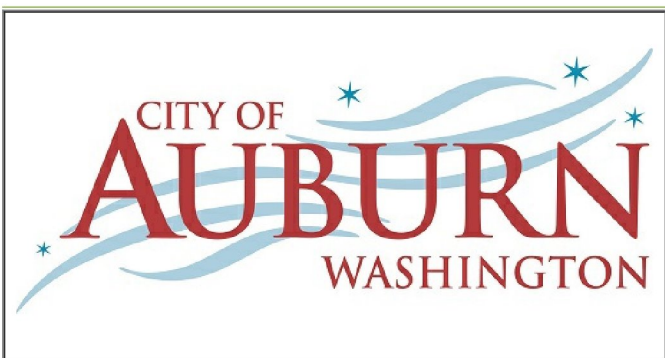
Revised Budget: \$0

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

Meeting Date: May 6, 2024

Staff:

Item Number: CA.A

	City Council Meeting April 15, 2024 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

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

II. **LAND ACKNOWLEDGMENT**

III. **PUBLIC PARTICIPATION**

1. Public Participation

The City Council Meeting was held in person and virtually.

A. **Pledge of Allegiance**

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

IV. **Roll Call**

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

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Human Resources and Risk Management Candis Martinson, Parks Planning and Development Manager Thaniel Gouk, Business Systems Analyst Chrissy Malave, Business Systems Analyst Noah Son, Outside Legal Counsel Bob Sterbank with Foster Garvey PC, and Deputy City Clerk Hannah Scholl.

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

A. Legislative Update

Senator Claudia Kauffman to provide City Council an End of Session Legislative Update

Senator Kauffman provided Council with an end of session Legislative Update including traffic safety camera implementation, roadway

improvements, and Bills that she helped pass.

Council discussed the Senate Page Program, and the initiative process.

B. Arbor Day

Mayor Backus proclaimed April 17, 2024 as "Arbor Day" in the City of Auburn.

Chair of the Auburn Tree Board, Bryce Landrud accepted the proclamation and thanked the City for all the support.

C. Earth Day

Mayor Backus proclaimed April 22, 2024, as "Earth Day" and Clean Sweep in the City of Auburn.

Manager Gouk accepted the proclamation, and encouraged everyone to sign up for the Auburn Clean Sweep events.

D. National Public Safety Telecommunicators Week

Mayor Backus proclaimed April 14, 2024, to April 20, 2024, as "National Public Safety Telecommunicators Week" in the City of Auburn.

Valley Communications Executive Director Vonnie Mayer, and fellow 911 Operators accepted the proclamation, they thanked Mayor and Council for their support.

E. Executive Session

Mayor Backus adjourned into executive session at 7:35 p.m. per RCW 42.30.110(1)(i)(ii) and (iii) to discuss with legal counsel potential litigation that may be commenced against the City, and the legal risks of a proposed action when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency. The length of time for the executive session was 20 minutes, Mayor Backus, Councilmembers, Acting City Attorney Doug Ruth, Director of Human Resources and Risk Management Candis Martinson, Chief of Police Mark Caillier, and Outside Legal Counsel Bob Sterbank were required to attend.

Mayor Backus extended the session by 10 minutes at 7:56 p.m.

Mayor Backus extended the session by 10 additional minutes at 8:03 p.m.

Mayor Backus reconvened the meeting at 8:08 p.m.

VI. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

Written Comments:

Mark Celich, Auburn

Mark expressed concerns regarding Long-Range Acoustic Device technology.

In-Person Comments:

Linda Redman, Auburn

Linda expressed concerns regarding Co2 emissions, and spoke about inclusion in terms of medical resources, and air filters, and internet security.

Aaron Quinonez, Auburn

Aaron expressed concerns regarding homelessness, and non-profit organizations within the City of Auburn.

B. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

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

IX. CONSENT AGENDA

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

- A. Minutes of the April 1, 2024, Special City Council Meeting

B. Minutes of the April 1, 2024, Regular City Council Meeting

C. Minutes of the April 8, 2024, Study Session Meeting

D. Claims Vouchers (Thomas)

Claims voucher list dated April 10, 2024 which includes voucher number 475527 through 475663, in the amount of \$3,795,204.22, ten electronic fund transfers in the amount of \$3,734.41, and three wire transfers in the amount of \$935,638.91

E. Payroll Voucher (Thomas)

Payroll check numbers 539580 through 539583 in the amount of \$81,731.55, electronic deposit transmissions in the amount of \$2,760,139.43, for a grand total of \$2,841,870.98 for the period covering March 28, 2024 to April 10, 2024

F. Setting the date for Public Hearing for Fatbeam, LLC
Franchise Agreement

City Council to set the date for Public Hearing for Franchise Agreement No. FRN23-0005 for Fatbeam, LLC

Councilmember Baldwin moved and Councilmember Amer seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. ORDINANCES

A. Ordinance No. 6937 (Thomas)

An Ordinance amending the City's 2023-2024 Biennial Operating and Capital Budgets

Councilmember Baldwin moved and Councilmember C. Taylor seconded to approve Ordinance No. 6937.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Ordinance No. 6939 (Gaub)

An Ordinance granting to Zippy Fiber Pacific, LLC DBA Zippy Fiber, a Delaware Limited Liability Company, a Franchise for Wireline Telecommunications

Councilmember T. Taylor moved and Councilmember Amer seconded to approve Ordinance No. 6939.

MOTION CARRIED UNANIMOUSLY. 5-0

C. Ordinance No. 6940 (Gaub)

An Ordinance amending Section 5.20.230 of the Auburn City Code related to the regulation of Vehicle For Hire Businesses in the City

Councilmember T. Taylor moved and Councilmember Amer seconded to approve Ordinance No. 6940.

MOTION CARRIED UNANIMOUSLY. 5-0

XIII. RESOLUTIONS

A. Resolution No. 5762 (Gaub)

A Resolution authorizing the Mayor to enter into an interlocal agreement with King County for King County to continue regulating For-Hire Vehicles in the City of Auburn

Councilmember T. Taylor moved and Councilmember Rakes seconded to adopt Resolution No. 5762.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Resolution No. 5765 (Gaub)

A Resolution authorizing the Mayor to apply for and if awarded accept and administer grants from the Federal Aviation Administration and the Washington State Department of Transportation for the AWOS, Beacon, & Emergency Generator Project

Councilmember T. Taylor moved and Councilmember Rakes seconded to adopt Resolution No. 5765.

MOTION CARRIED UNANIMOUSLY. 5-0

XIV. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

Councilmember Baldwin reported she attended the Divine Court Apartments Ribbon Cutting, REDI Coalition meeting, 47th District Town Hall meeting, tour of the Maintenance & Operations (M&O) building and the Auburn Justice Center, and the Auburn Noon Lions work party.

Councilmember Rakes reported she attended the Divine Court Apartments Ribbon Cutting, Citizens Academy Class, the VFW Downtown Mix & Mingle, tour of the M&O building and the Auburn Justice Center, and she completed her Advanced Municipal Leadership Course.

Councilmember C. Taylor reported he attended the Divine Court Apartments Ribbon Cutting, tour of the M&O building and the Auburn Justice Center, the VFW Downtown Mix & Mingle, and the United Regional Approach to Homelessness meeting.

Councilmember T. Taylor reported she attended a tour of the M&O building and the Auburn Justice Center, Valley Regional Fire Authority (VRFA) Finance meeting, and the Seattle Animal Shelter Board Meeting.

B. From the Mayor

Mayor Backus had no report.

XV. ADJOURNMENT

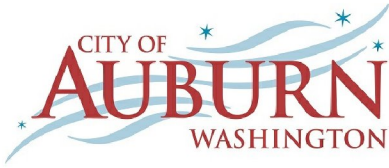
There being no further business to come before the Council, the meeting was adjourned at 8:21 p.m.

APPROVED this 6th day of May 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 18, and April 19, 2024, Special City Council Meetings

Date:

April 30, 2024

Department:

City Council

Attachments:

[04-18-2024 Minutes](#)

[04-19-2024 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

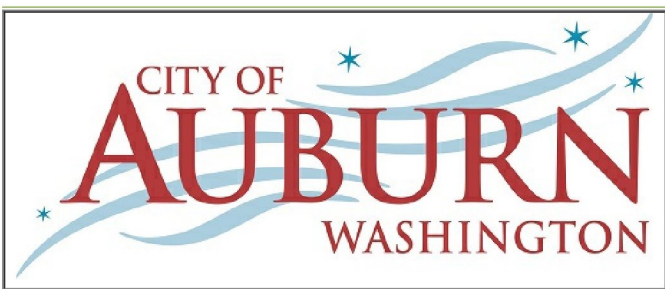
Revised Budget: \$0

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

Meeting Date: May 6, 2024

Staff:

Item Number: CA.B

	Special City Council Meeting April 18, 2024 - 9:00 AM Muckleshoot Casino Resort - Prairie Conference Room, 2402 Auburn Way South Auburn, WA 98002 MINUTES
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I. CALL TO ORDER

Mayor Backus called the meeting to order at 9:00 a.m. in the Prairie Conference Room at Muckleshoot Casino Resort, 2402 Auburn Way South.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

IV. ROLL CALL

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

Mayor Nancy Backus and the following Directors and staff members were present: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Parks, Arts and Recreation Daryl Faber, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Acting Director of Community Development Jason Krum, Director of Finance Jamie Thomas, Director of Innovation and Technology David Travis, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Services Kent Hay, Council Administrative Assistant Melissa Bailey, Executive Assistant to the Mayor Tamie Bothell, Communications Manager Jonathan Glover, and Deputy City Clerk Hannah Scholl.

V. DISCUSSION ITEMS

A. Department Information

Director Hinman provided a brief overview of the objectives, code of conduct, and the agenda for the two-day retreat.

Mayor Backus provided an overview of the duties and responsibilities for the Councilmembers, and Mayor.

Directors Hinman, Thomas, Travis, Goodson-Moore, and Hay each provided an overview of the different divisions within each of their Departments, and the duties and responsibilities of each.

Council and Directors discussed the Trip Reduction Program, Parking Management Plan, Public Records Requests, translation services, budget, ARPA Funds, the Housing Repair Program, pet licenses, and dangerous dog designations.

Mayor Backus recessed the meeting at 10:00 a.m. and reconvened the meeting at 10:15 a.m.

Chief Caillier, Directors Faber, and Gaub provided an overview of the different divisions within each of their Departments, and the duties and responsibilities of each.

Council and Directors discussed Police Officer Training, diversity, funding and budget, the White River Valley Museum Board, abandoned shopping carts, and contracts.

B. Updated Priorities and Budget Calendar/Process

Director Gaub provided a recap of the top priorities; Infrastructure, Community Safety, Fiscal Sustainability, and Community Wellness and the statements for each.

Council and Directors discussed revisions to each priority statement.

Director Thomas provided an overview of the City's budget including budget requests, timelines, and the overall process.

Mayor Backus recessed for lunch at 11:50 a.m.

C. Strategic Plan - Near Term

Mayor Backus reconvened the meeting at 12:40 p.m.

Director Gaub discussed what a Strategic Plan is, the importance of having one, and the required work it takes to develop one.

Council and Directors each shared the issues they believe should be included, and addressed in the City's current Strategic Plan.

D. Dreaming Big - Long Term

Acting Director Krum provided Council and Directors with a comparison of

what Downtown Auburn looked like today versus 10 years ago, and the growth that has occurred.

Council shared their dream goals, and ideas for the City regarding the following categories; Facilities, Downtown Area, Transit and Mobility, Housing, Economic Development/Re-Development, Human Services, and Partnerships.

VI. **ADJOURNMENT**

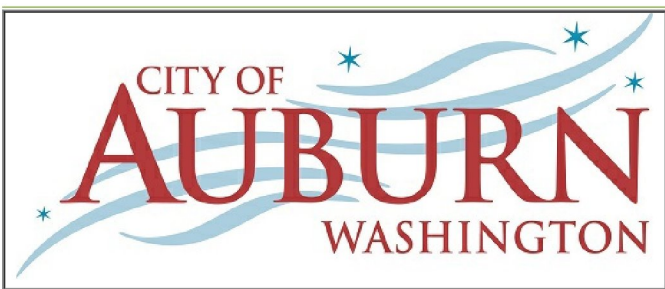
There being no further business to come before the Council, the meeting was adjourned at 4:14 p.m.

APPROVED this 6th day of May 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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

	Special City Council Meeting April 19, 2024 - 9:00 AM Muckleshoot Casino Resort - Prairie Conference Room, 2402 Auburn Way South Auburn, WA 98002 MINUTES
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I. CALL TO ORDER

Mayor Backus called the meeting to order at 9:00 a.m. in the Prairie Conference Room at Muckleshoot Casino Resort, 2402 Auburn Way South.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

IV. ROLL CALL

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

Mayor Nancy Backus and the following Directors and staff members were present: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Parks, Arts and Recreation Daryl Faber, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Director of Human Resources & Risk Management Candis Martinson, Acting Director of Community Development Jason Krum, Director of Finance Jamie Thomas, Director of Innovation and Technology David Travis, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Services Kent Hay, Council Administrative Assistant Melissa Bailey, Executive Assistant to the Mayor Tamie Bothell, Communications Manager Jonathan Glover, and Deputy City Clerk Hannah Scholl.

V. DISCUSSION ITEMS

A. Training - Working Together as a Leadership Team

Director Gaub provided a brief recap of yesterday's retreat and reminded everyone to follow and respect the code of conduct guidelines. She introduced Valerie (Val) Jeffords from NASH Consulting.

Val provided an overview of her work history, and asked Council and Directors to take some time to reflect on why they are here, and their purpose for being in their positions.

She divided the Mayor, Councilmembers, and Director's into seven groups to share, and discuss their purpose.

They came back together and shared out their reasons/purpose for being in their roles.

They had an open discussion about communication styles, and how to navigate working with others who have different styles. Val discussed the four different behavior styles, and gave examples on how to communicate effectively with each different style.

They broke out into their behavior style groups, and had discussions about what motivates and drives them. They discussed the importance of learning and understanding the behavior and communication styles of the people around them, the importance of giving and receiving effective feedback, and what that looks like in the work place.

She wrapped up her presentation by thanking Mayor, Council, and Director's for participating.

Mayor Backus recessed for lunch at 12:05 p.m.

B. Council Operations Discussion

Mayor Backus reconvened the meeting at 1:00 p.m.

Director Gaub provided everyone with the history of the different Special Focus Areas (SFA), how they were created, and the purpose of the creation.

Council and Directors broke out into their four SFA's groups to discuss what is going well, the areas they need more information on, and what information Councilmembers felt could help them better understand the information presented. Directors shared what they would like from Councilmembers to better facilitate Council action. Afterward each SFA group shared their discussions to the full group.

Director Gaub provided an overview of the Regional Committees that Mayor Backus and Council are members of. She discussed the importance of participating in committees, how the committees can help the City receive additional funding, stronger chances to have projects throughout the City, what Councilmembers can do as a members to influence decisions and outcomes that directly impact the City, and how to protect the interests of the City.

They discuss other Regional Committees that the City does not have

representation at, and the possible value of increasing the City of Auburn's representation.

C. Ongoing Commitments Post Retreat

Director Hinman wrapped up the retreat by reminding Councilmembers and Directors the importance of all working together. She recapped the key points of the two-day retreat, highlighting the importance of communication.

Councilmembers and Directors shared their closing thoughts about the retreat, and thanked each other for their commitment and participation.

VI. **ADJOURNMENT**

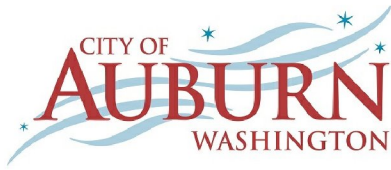
There being no further business to come before the Council, the meeting was adjourned at 3:38 p.m.

APPROVED this 6th day of May 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the April 22, 2024, Study Session Meeting

Department:

City Council

Attachments:

[04-22-2024 Minutes](#)

Date:

April 30, 2024

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

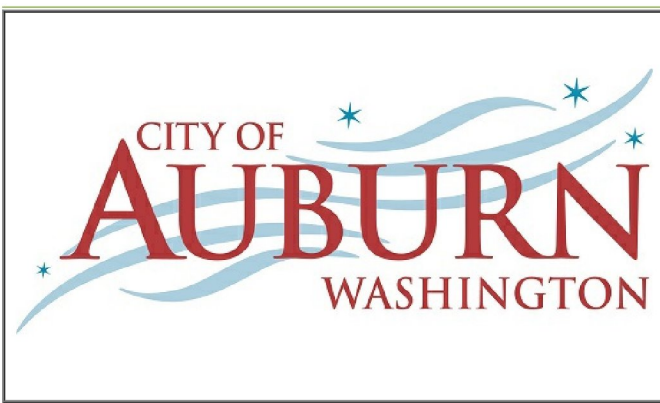
Revised Budget: \$0

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

Meeting Date: May 6, 2024

Staff:

Item Number: CA.C

	City Council Study Session Community Wellness Special Focus Area April 22, 2024 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

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

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Acting Director of Community Development Jason Krum, Planning Services Manager Alexandria Teague, Assistant Chief of Police Sam Betz, Patrol Commander Todd Byers, Inspectional Services Commander Shaun Feero, Economic Development Manager Jenn Francis, Economic Development Coordinator Emmerson Folker, Senior Planner Josh Steiner, Public Works Right-of-Way Specialist Amber Olds, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Rebecca Wood-Pollock.

III. AGENDA MODIFICATIONS

Resolution No. 5763 was removed from the agenda and the Special Planning Areas Briefing was moved to the first item on the agenda.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Briefing - Special Planning Areas (Krum) (30 Minutes)

An overview of the various Special Planning Areas identified in the Comprehensive Plan

Planning Services Manager Teague provided Council with presentation on the Special Planning Areas including the different types of Special Planning Areas and their maps.

Council discussed new and changing areas identified as different types of Special Planning Areas.

B. Ordinance No. 6941 (Gaub) (5 Minutes)

An Ordinance granting to Fatbeam, LLC, a Washington Limited Liability Company, a Franchise for Wireline Telecommunications

Specialist Olds provided Council with an overview of Ordinance No. 6941.

Council discussed Ziply Fiber Pacific, LLC.

C. Police Department 2023 Annual Reports (Caillier) (30 Minutes)

Chief Caillier provided Council with a presentation on the 2023 Annuals Reports including a presentation from Commander Byers regarding police pursuits and State Initiative 2113 and a presentation from Commander Feero regarding Annual Commendations, Inquiries, and Allegations Review, including an overview of the different types of investigations and allegations, collisions, and outside agency investigations. Chief Caillier and Commander Feero also shared a presentation regarding the Annual Use of Force Review, including a definition of Use of Force incidents versus Contacts with the public, different types of force, force resulting in injuries, incidents based on time of day, reported reasons for force, resistance during force encounters, officer assessments prior to force, and suspect demographics. Chief Caillier then presented the highlights of the annual report, including an overview of the annual call volume, average response times, felony case distribution, totals of arrested persons and training hours.

Council discussed rates of DUI's during the day, the effects of State Initiatives on City policies, the current process for vehicle pursuits, Initiative 2113, suspect demographics, Supervisor Investigations, lifesaving commendations, consequences of officer misconduct, different forms of discipline, allegations of misconduct, different types of force, verbal commands, reported sexual assaults through the School District, recovered stolen property, and officer assessment of suspects during a use of force incident.

D. Economic Development Update (Krum) (20 Minutes)

An update on Economic Development Division activity

Manager Francis and Coordinator Folker provided Council with an update of the Economic Development Division including the organizational structure of the Department, the Economic Development Vision, and downtown engagement.

Council discussed the murals downtown and involvement of the Arts Commission, event invitations, the Pacific Raceways events, the Green River Small Business Center programs and classes, grant funding for the Economic Development Division's website, and White River Amphitheater.

V. COMMUNITY WELLNESS DISCUSSION ITEMS

A. Housing Policy Update (Krum) (20 Minutes)

An update of the City's Housing Action Plan, recent housing legislation and how these inputs are influencing the City's Comprehensive Plan and Housing Element

Senior Planner Steiner provided Council with an overview of the Housing Policy Update including the different phases of the process, State legislation and its effects on the City's Comprehensive Plan, and Comprehensive Plan Land Use and Housing Element changes.

Council discussed downtown growth, public input on middle housing, mobile homes, multigenerational living, and horizontal and vertical development in middle housing.

VI. ADJOURNMENT

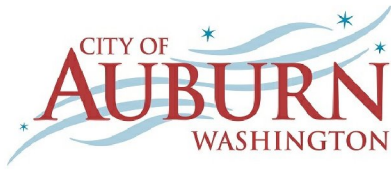
There being no further business to come before the Council, the meeting was adjourned at 7:31 p.m.

APPROVED this 6th day of May 2024.

YOLANDA TROUT-MANUEL,
COUNCILMEMBER

Rebecca Wood-Pollock,
Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

May 1, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated May 1, 2024 which includes voucher number 475664 through voucher 475708 and voucher 475710 through 475840, in the amount of \$7,363,923.19, six electronic fund transfers in the amount of \$1,150.83, and nine wire transfers in the amount of \$1,302,151.67.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

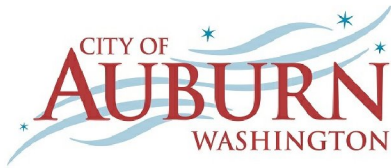
Staff:

Jamie Thomas

Meeting Date: May 6, 2024

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

May 1, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539584 through 539584 in the amount of \$624,985.07, electronic deposit transmissions in the amount of \$2,588,379.71, for a grand total of \$3,213,364.78 for the period covering April 11, 2024 to April 24, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

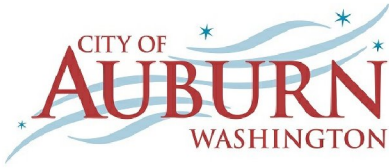
Staff:

Jamie Thomas

Meeting Date: May 6, 2024

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Voucher (Thomas)

Date:

May 2, 2024

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher dated May 1, 2024, which includes voucher number 475709, in the amount of \$69,500.00.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

Staff:

Jamie Thomas

Meeting Date: May 6, 2024

Item Number:

NB.A