



**City Council Study Session and
Special Focus Area
April 24, 2017 - 5:30 PM
Auburn City Hall
AGENDA**

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

Meeting videos are not available until 72
hours after the meeting has concluded.

- I. CALL TO ORDER
 - A. Roll Call
- II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS
 - A. Junior City Council Report on National League of Cities
 - B. Auburn Station Access Improvement Project
- III. AGENDA ITEMS FOR COUNCIL DISCUSSION
 - A. [Ordinance No. 6643](#)
 - B. [Ordinance No. 6652](#)
 - C. [Resolution No. 5291](#)
 - D. [Safer Cities/Inclusive Cities Ad Hoc Presentation](#)
- IV. MUNICIPAL SERVICES DISCUSSION ITEMS
 - A. [Traffic School Update](#)
 - B. [Commendation Inquiry Allegation \(CIA\) Report and Use of Force Report](#)
 - C. [Solid Waste Update](#)
 - D. [104th Ave SE Property Update](#)
 - E. [Business Shopping Cart Discussion](#)
- V. OTHER DISCUSSION ITEMS
- VI. NEW BUSINESS
- VII. MATRIX
- VIII. 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:
Ordinance No. 6643

Date:
April 17, 2017

Department:
CD & PW

Attachments:
[Draft Ordinance No. 6643](#)

Budget Impact:
\$0

Administrative Recommendation:

Discussion of Draft Ordinance No. 6643 for MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Franchise Agreement No. 17-09

Background Summary:

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 Public Hearing to consider this application and hear public comment is scheduled before the City Council on May 1, 2017 in accordance with Auburn City Code Chapter 20.06.030.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: April 24, 2017

Item Number:

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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March 7, 2017
Franchise Agreement No. 17-09
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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

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.

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.

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

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

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,

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

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

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

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

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.

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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March 7, 2017
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INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

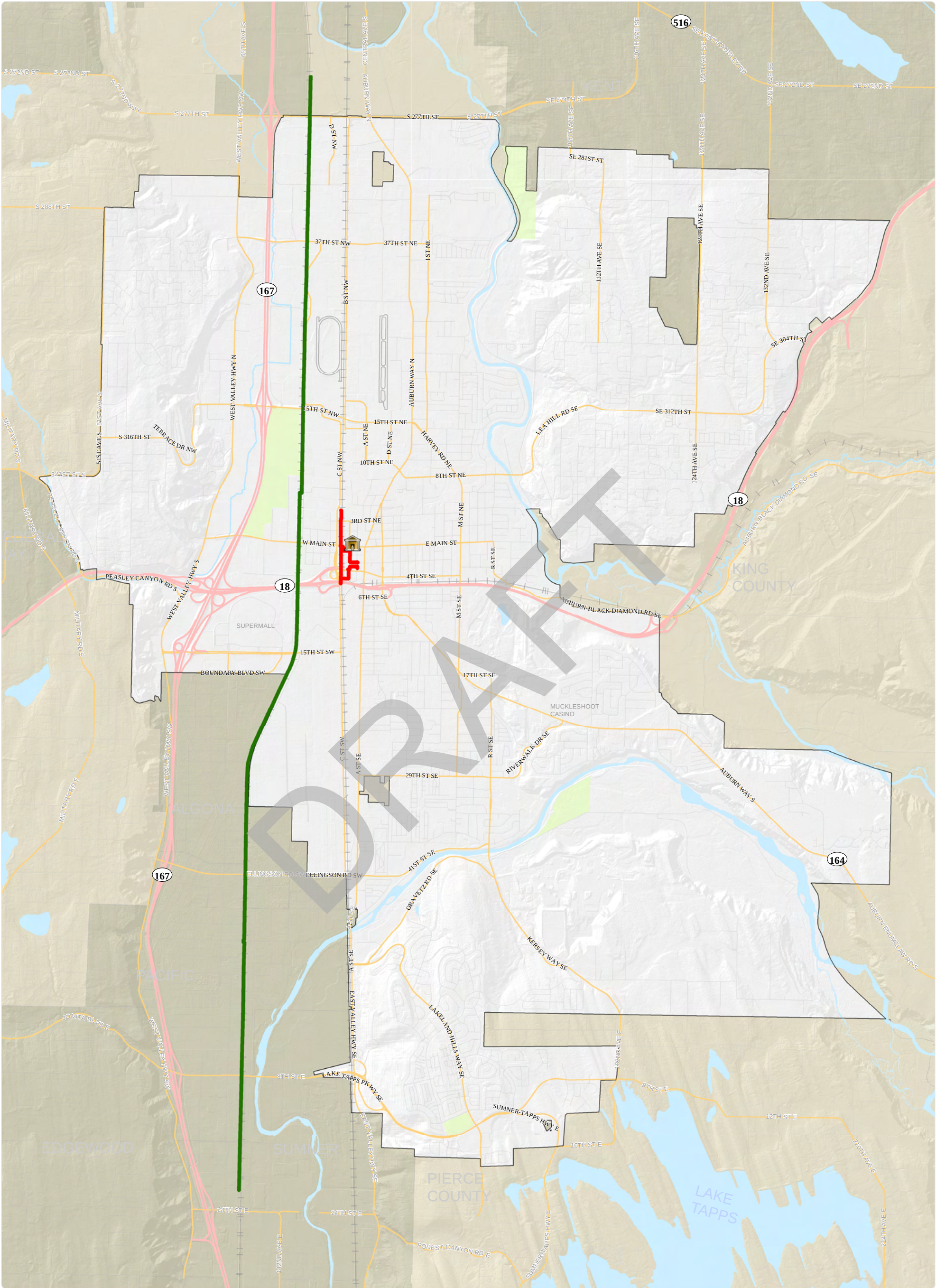
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____

Exhibit A





City Hall



City of Auburn



MCI Fiber (PWA 08-03)



Parks



MCI Fiber (PWA 96-07)



Water Features

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011002200330044005500

FEET

Printed On: 1/31/2012
Map ID: 3899

N

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

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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: _____

Draft Ordinance No. 6643
March 7, 2017
Franchise Agreement No. 17-09
Page 20 of 20



AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6652

Date:
April 19, 2017

Department:
Administration

Attachments:
[Ord 6552](#)

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 a prohibiting or restricting practices that do not accommodate or allow rental relationships were the based upon source of funds section 8 voucher programs. There are a variety different facets to the various ordinances of the city's, but, for instance, looking at Kent's ordinance, it provides a restriction on practices that preclude source of income discrimination in rental housing with limited exceptions.

Draft ordinance number 6652, similar to Kent's ordinance, would apply to all rental housing, except (one) where the rental housing unit is in a residential building shared by (occupied by) the owner, or where the owner of the rental housing owns fewer than four housing units within the city. As with Kent's ordinance, the proposed ordinance number 6652 would not prohibit rental choices that are based on other factors other than source of income. However, if a person/landlord does improperly denied housing rental based upon source of income, that is prohibited as an unfair housing practice under this ordinance. The ordinance provides for penalties consistent with chapter 1.25 of the city code. Appeals of the penalties or determinations of unfair housing violations would be to the director of administration (first tier) and then to the hearing examiner (second tier). Currently the fee for appeals generally are a little over \$1,000.00 per appeal (to the Hearing Examiner). We do not have a fee specially, at this point, for the first tier. It may be appropriate to consider what that fee should be and whether the second tier appeal fee should be different then the current \$1,030.00.

Reviewed by Council Committees:

Councilmember:

Staff:

Heid/Hinman

Meeting Date: April 24, 2017

Item Number:

ORDINANCE NO. 6 6 5 2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A NEW CHAPTER 5.40 OF THE AUBURN CITY CODE, RELATED THE REGULATION OF FAIR HOUSING PRACTICES

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.

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.

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

Section 1. New Chapter to City Code. A new Chapter 5.40 to the Auburn City Code, entitled “Unfair Housing Practices,” is created to read as follows:

CHAPTER 5.40
UNFAIR HOUSING PRACTICES

Sections:

- | | |
|----------|---|
| 5.40.010 | Source of Income Discrimination Prohibited. |
| 5.40.020 | Definitions. |
| 5.40.030 | Applicability. |
| 5.40.040 | Exceptions. |
| 5.40.050 | Penalties. |
| 5.40.060 | Appeals. |

5.40.010 Source of Income Discrimination Prohibited.

A. Property owners, property managers, landlords, and their agents, who rent or lease multiple dwelling units may not refuse to rent or lease a dwelling unit to any tenant or prospective tenant or otherwise discriminate or retaliate against that person solely on the basis that the person proposes to pay a portion of the rent from a “source of income” as defined in this chapter.

B. This chapter does not prohibit any person from making a choice among prospective tenants based on factors other than the source of income.

5.40.020 Definitions.

A. “Source of income” includes income derived from social security, supplemental security income, other retirement programs, and any federal, state, local, or nonprofit-administered benefit or subsidy programs, including housing assistance, public assistance, and general assistance programs. “Source of income” does not include income derived in an illegal manner;

B. "Multiple dwelling units" means four (4) or more dwelling units located within the corporate limits of Auburn, owned, operated or managed by the same property owners, landlords, and their agents, whether the units are in the same building(s) or are separate dwelling unit structures, offered or available for rent or lease as a part of a rental housing business.

C. "Rental housing business," as used in this chapter, means any person, company, association or entity that rents or leases, or makes available for rent or lease, one or more rental units for rent or lease as residential units.

D. Other terms used in this chapter shall be defined as set forth in the Residential Landlord Tenant Act, chapter 59.18 RCW.

5.40.030 Applicability. Nothing in this chapter will apply if the dwelling unit does not qualify for participation in the tenant's "source of income" program. However, any property owner or manager 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 shall not be considered a legitimate basis for refusing to rent due to program ineligibility.

5.40.040 Exceptions.

This Chapter shall not apply to:

A. Renting, leasing, or subleasing of a portion of a single-family dwelling, where the owner or person entitled to possession maintains a permanent residence, home or abode in the same dwelling, or an accessory dwelling unit; and

B. Rental of residential dwelling units where less than four (4) such units are owned, operated or managed by the same property owners, landlords, or their agents.

5.40.050 Penalties.

A. Civil violation.

1. The violation of any provision of this chapter is a civil violation as provided for in chapter 1.25 of the city code, for which a monetary penalty may be assessed and abatement may be required.

2. Any penalty due and unpaid and delinquent under this chapter will constitute a debt of the city. The city may, pursuant to chapter 19.16 RCW, use a collection agency to collect unpaid license fees, or it may seek collection by court proceedings, which remedies shall be in addition to all other remedies.

5.40.060 Appeals.

A. Any person ordered to pay a civil penalty pursuant to ACC 5.40.050 may appeal the penalty by filing with the city clerk a written appeal. Appeals shall be in writing and contain the following information:

1. Appellant's name, address, phone number, and email address;
2. Appellant's statement describing his or her standing to appeal;
3. Identification of the summary of decision which is the subject of the appeal;

4. Appellant's statement of grounds for appeal and the facts upon which the appeal is based;

5. The relief sought, including the specific nature and extent; and

6. A statement affirming that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature.

B. To be valid, the appeal must be received and date stamped by the city clerk's office no later than fourteen (14) calendar days after the penalty was issued. The city clerk will forward all timely appeals to the director of administration or designee.

C. The director, or designee, will review the appeal and either affirm or repeal the order imposing the civil penalty based upon written findings of fact and conclusions of law. The director, or designee, may reduce the amount of the civil penalty upon a finding that the violation did not occur in bad faith and any known victims of the violation have been fully compensated for damages suffered as a result of the violation. The Director, or designee, may request additional information necessary to make the decision and/or choose to hold an informal hearing to solicit evidence.

D. If the penalty is not repealed, the person who has been ordered to pay the civil penalty may appeal the director's decision to the hearing examiner pursuant to the process set forth in section 1.25.065 of the city code. Appeals must be accompanied by an appeal fee as set in the Auburn Fee Schedule, or as set the city council. The city shall have the burden of proof to establish the violation by a preponderance of the evidence.

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.

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: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5291

Date:

April 19, 2017

Department:

Administration

Attachments:

[Res 5291](#)

[Executive Summary](#)

[restroom](#)

[CDBG Funding form](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council conduct the public hearing. For more information on this item, please see Resolution No. 5291.

Background Summary:

The CDBG Annual Action Plan provides a concise summary of the actions, activities and specific federal and non-federal resource that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Action Plan Amendments carry out new activities using funds covered under the consolidated plan. The process of a substantial amendment process is required by the U.S. Department of Housing and Urban Development (HUD) and the City's Consolidated Plan to reallocate funds received.

The City of Auburn will reallocate \$280,000 in CDBG funds for projects that are consistent with federal regulations and the objectives and policies of the Auburn Consolidated Housing and Community Development Plan. The funding will be used to make ADA updates to Les Gove Park restrooms and to complete housing repair projects for low-income homeowners in Auburn.

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

Hinman

Meeting Date: April 24, 2017

Item Number:

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**

WHEREAS, the City of Auburn was designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD) for its Community Development Block Grant (CDBG) Program; and

WHEREAS, the primary objective of the Consolidated Plan and CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, to allocate additional funds received, a substantial amendment must be made to the 2016 Plan, whereby the City of Auburn must amend the 2016 Annual Action Plan for its Consolidated Plan that serves as a federally required planning document to guide the City of Auburn's human service and community development efforts; and

WHEREAS, the planning process to develop the Consolidated Plan involved citizen participation and guidance from non-profit and governmental agencies serving low income residents in the community; and

WHEREAS, the City Council of the City of Auburn heard and considered public comment about its proposed use of Community Development Block Grant funds and amendment to the 2016 Annual Action Plan; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,
WASHINGTON, DOES HEREBY RESOLVE:

Section 1. The 2016 Annual Action Plan heretofore adopted by the City of Auburn City Council is amended to update to the City's Consolidated Plan, making approximately \$250,000.00 of CDBG funds available for projects that are consistent with federal regulations and with the objectives and policies of the Auburn Consolidated Housing and Community Development Plan, primarily to complete housing repair projects for low-income homeowners in Auburn and to conduct a Fair Housing analysis.

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

Section 3. This Resolution shall be in full force and effect upon passage and signatures hereon.

DATED and SIGNED this _____ day of _____, 2017.

Nancy Backus
Mayor

ATTEST:

Danielle Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5291
April 10, 2017
Page 2 of 2

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Each year the City of Auburn executes specific actions to implement the goals and strategies of the Consolidated Plan for Years 2015-2019. Actions that will be undertaken in 2016 are outlined in this Annual Action Plan.

The City of Auburn received \$519,029 in Community Development Block Grant (CDBG) funds in 2016. The funds were allocated for the City's Housing Repair program (\$249,950), Public Service Activities (\$77,550), Economic Development (\$40,000), support of youth outreach (\$51,644), and general program management (\$100,000).

The City also had a total of \$300,XXX in unspent funds accumulated from prior years. The accumulation is due to projects that were unable to be completed.

The 2016 Action Plan Amendment proposes to reallocate \$261,552 of the accumulated funds to the update the City's Les Gove Park bathroom to make them ADA accessible and \$20,000 to the City's Housing Repair program.

The City of Auburn is committed to focusing more on achieving solutions to recurring social problems and achieve a greater collaboration among service providers.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

With the overall goal of reducing the number of people living in poverty within the City of Auburn, the following objectives for the 2016 Action Plan Amendment will be employed:

1. Rehabilitate housing occupied by low to moderate income persons.
2. Improve public facilities for a purpose that benefits all residents and at least 51% of those residents are low to moderate income.

Outcomes are as follows:

1. Increasing the affordability, accessibility and access to supportive services of affordable housing for low income Auburn residents.
2. Increase number Auburn residents using Les Gove Park services and activities.

To accomplish these outcomes and objectives, the City invests in programs that meet the community basic needs, increase self sufficiency, provide opportunities to develop a safe community.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the past year Auburn has accomplished significant achievement on its programs and impacted the lives of thousands of residents. In 2016 alone, projects funded by the City completed the following:

- Over 50 low income Auburn residents were able to avoid homelessness by providing maintenance to their deteriorating homes through the City's housing repair program.
- Over 200 low income Auburn residents avoided utilizing costly emergency healthcare services by receiving free medical and/or dental care.
- 12 low income small business owners received technical assistance to start or expand their small business in Auburn.

In the end of 2016 the Green River Small Business Assistance Center (economic development) notified the City that they were unable to meet their original deliverables detailed in their contract. Due to the unmet deliverables the City only awarded the amount for the services they were able to complete. The amount detailed in their original contract was \$40,000 for 27 small business owners. The City awarded \$20,000 for the 12 business owners they successfully provided services to.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Notices of the Action Plan Amendment are sent out in the newspaper and public comment is made available at a City Council meeting. Review of the Amendment can be done per request of the City of Auburn's Human Services Manager.

Two public forums will be made available for the Annual Action Plan amendment. One prior to its approval and another after its approval Both public forums will be conducted at a City of Auburn Council Meeting that will be publicized in the City's vehicles of communication.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

Auburn residents along with stakeholders, community partners, service providers and others were consulted during the development of the Action Plan. They provided valuable input that supported to the development of the outcomes and objectives listed in the plan.

The City of Auburn will continue to use all of its funds to support residents of low/moderate income while maintaining a focus on underserved and special populations.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	AUBURN	
CDBG Administrator		
ESG Administrator		

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Erica Azcueta, Human Services Manager

25 West Main Street, Auburn, WA 98001

eazcueta@auburnwa.gov 253-876-1965

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Auburn consulted with local and regional public and private agencies during the development of the Action Plan Amendment. Agencies that participated in consultations included: the King County Department of Community and Human Services, and nonprofit agencies delivering services in Auburn and the subregion.

In addition to conducting consultations during the development of the plan, the City of Auburn collaborates and works closely with numerous coalitions, committees and government entities throughout the duration of the plan in efforts to enhance strategies and systems to meet established goals and objectives on the plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Auburn works closely with partnering King County jurisdictions, public housing authorities and health providers to develop systems in order to improve the quality of service and access for low-income residents as well as the community as a whole within the city and throughout the region. Additionally, the City participates in monthly meetings with King County Community and Human Services, Public Health King County, Valley Cities, the Multi-Service Center and King County Housing Authority to review program progress and delivery of services funded through regional efforts. This group has worked collaboratively to fund a full-time Homeless and Housing Planner to address needs and issues in the South King County region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the King County CoC to ensure residents needs are being met and nonprofits delivering services have access to funds awarded through the CoC. The City also works closely with nonprofits in receipt of CoC funds including Auburn Youth Resources, King County YWCA and Valley Cities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

All projects receiving CoCfunding are required by HUD to apply for support through a local Continuum of Care. For King County, the Continuum of Care encompasses programs and activities within the borders of King County. Each continuum sets funding priorities and need for its community. The King County CoC priorities are set by All Home King County. Auburn staff contribute to the CoC by working collaboratively with All Home on efforts for King County to ensure coordination efforts between the two entities.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	KING COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and King County meet regularly to discuss all CDBG related issues that impact our region. To improve coordination there have been more strategic systems put in place to increase communication and collaborative efforts.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Auburn consulted with all types of organizations that primarily serve the populations focused on in the Action Plan Amendment and implemented programs that addressed the greatest need in the community.

The only types of organizations not consulted with were corrections facilities and homeless shelters. The rationale for not consulting with these facilities is that the City does not host either type of organization in the region.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	King County	The goals of Auburn's Strategic Plan overlap with the goals of the CoC to address the needs of homeless residents in the community and reduce the risk of homelessness.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation plays a crucial role in the success of the City's Annual Action Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact.

Citizens will be given two opportunities to participate in the process throughout the year. The first time will be prior to the submittal of the Amendment and the second will be after the Amendment is approved.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community		No comments were received.		
2	Public Meeting	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

The City of Auburn anticipates funding for the duration of the Consolidated Plan from

- CDBG
- City of Auburn General Fund allocation for Community Services

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	529,029	0	277,808	806,837	1,587,427	
General Fund	public - local	Public Services	500,000	0	0	500,000	2,000,000	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

Annual Action Plan
2016

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matching requirements will be satisfied

The City of Auburn relies on CDBG funds to support community and economic development projects and activities in efforts to support low to moderate income populations become self sufficient and sustain affordable housing. However, CDBG funds are not the only source of funds the City uses to support community projects and activities. The City's general funds are used to support community projects in addition to CDBG funds.

CDBG funds do not require matching funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City of Auburn will use CDBG funds to support all eligible projects and activities that align with CDBG guidelines and regulations.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Ensure a Suitable Living Environment	2015	2019	Non-Housing Community Development		Homeless Prevention and Intervention Affordable Housing Development and Preservation	CDBG: \$66,664	Public service activities other than Low/Moderate Income Housing Benefit: 15 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 55 Households Assisted
2	End Homelessness	2015	2019	Homeless		Homeless Prevention and Intervention	CDBG: \$62,500	Homelessness Prevention: 30 Persons Assisted
3	Ensure Decent, Affordable Housing	2015	2019	Affordable Housing Public Housing		Affordable Housing Development and Preservation Neighborhood Revitalization	CDBG: \$289,950	Public service activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted Homeowner Housing Rehabilitated: 55 Household Housing Unit
4	Planning and Administration	2015	2015	Planning and Administration			CDBG: \$100,000	

Table 6 - Goals Summary

Goal Descriptions

Annual Action Plan
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1	Goal Name	Ensure a Suitable Living Environment
	Goal Description	
2	Goal Name	End Homelessness
	Goal Description	
3	Goal Name	Ensure Decent, Affordable Housing
	Goal Description	
4	Goal Name	Planning and Administration
	Goal Description	

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

Auburn's Annual Action Plan provides descriptions of proposals of how funds will be prioritized to achieve goals identified in the Consolidated Plan. Projects funded by the City will address the priority needs of providing assistance to prevent homelessness, ensure affordable housing and a suitable living environment. Projects and programs are selected through a competitive application process to ensure optimal quality services is provided to the community in use of the funds.

#	Project Name
1	HOUSING REPAIR
2	GRC SMALL BUSINESS ASSISTANCE CENTER
3	Les Gove Park Restroom Upgrade

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocations proposed are based on the assessment of Auburn's needs, the resources available in the region, the availability of other funds also focusing on needs, and the purpose of Consolidated Plan funds.

Should CDBG revenues exceed the proposed amount, the additional resources shall be allocated in accordance to the following guidelines:

- Fill gaps in human services primarily healthcare, homeless prevention and intervention and affordable housing accessibility.
- Increase funding for physical development activities including housing, community facilities and economic development.

If increases are not significant enough to enhance projects or activities funds may be placed in contingency for programming later in the year or the following program year.

Should CDBG revenues come in lower than anticipated; the City will continue with its planned policy and to the extent allowed reduce funding allocations in physical development projects and administrative activities. Public service project funds will not be decreased.

Should CDBG revenues come in less than originally proposed, the City will continue managing the programs with decreased resources to the extent possible and reduce funding allocations in administrative activities and not public services.

If exceeded revenues are not significant enough to enhance or fund a project, funds may be placed in

contingency for programming later in the year or in the next program year.

AP-38 Project Summary

Project Summary Information

1	Project Name	HOUSING REPAIR
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Affordable Housing Development and Preservation Neighborhood Revitalization
	Funding	:
	Description	Maintain the affordability of decent housing for very low-income Auburn residents by providing repairs necessary to maintain suitable housing for low income Auburn homeowners.
	Target Date	12/29/2017
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 4 Auburn residents will benefit from the housing repair program.
	Location Description	Auburn city limits.
	Planned Activities	Minor home repairs and maintenance include but are not limited to: roof repair, ramp installation, furnace repair and replacement, plumbing, floor repair and weatherization.
2	Project Name	GRC SMALL BUSINESS ASSISTANCE CENTER
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Economic Opportunity

	Funding	CDBG: \$20,000
	Description	Create economic opportunities by providing the availability and access to counseling and training for approximately 12 Auburn residents who are either trying to sustain or create a small business and collectively generate jobs.
	Target Date	12/29/2017
	Estimate the number and type of families that will benefit from the proposed activities	12 Auburn residents will benefit from the proposed activity of Small Business Assistance.
	Location Description	1221 D Street NE Auburn, WA 98002
	Planned Activities	Provide counseling and technical assistance to low income Auburn residents who are small business owners looking to improve or expand their business as well as residents looking to start a small business in Auburn.
3	Project Name	Les Gove Park Restroom Upgrade
	Target Area	
	Goals Supported	Ensure a Suitable Living Environment
	Needs Addressed	Neighborhood Revitalization
	Funding	:
	Description	The City of Auburn Les Gove Park restroom has experienced significant deterioration over the years causing residents visiting the park to not feel safe using the restroom facilities. The Les Gove Park provides imperative programs and services to many of Auburn's low to moderate income residents. Ensuring all park facilities such as the restroom are safe and ADA compliant allow park staff to continue serving our residents and connect them with invaluable programs.
	Target Date	12/29/2017

	Estimate the number and type of families that will benefit from the proposed activities	The Les Gove Park hosts 80,000-90,000 visitors each year. All visitors of the Park and its facilities will benefit from the proposed activities with a specific benefit to those living with physical disabilities.
	Location Description	910 9th St. SE Auburn, WA 98002
	Planned Activities	Contain and stabilize project area using appropriate erosion control measures. Demolish and dispose of existing restroom building, and excavate project area to accommodate proposed building footprint. Upgrade existing water supply lines to accommodate the increase in restroom fixtures if necessary. Construct the new building using appropriate building materials based on today's construction materials. Install toilets, urinals and sinks based on design developed by project architect. Install landscape improvements to stabilize soils and to match existing landscaping in the vicinity of the project area.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Auburn intends on distributing funds throughout the jurisdiction.

Geographic Distribution

Target Area	Percentage of Funds

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

n/a

Discussion

Due to the fact that areas of low-income and minority concentrations are dispersed throughout all of Auburn, the City intends on investing throughout the entire jurisdiction to ensure that all populations throughout the region have access to beneficial programs and housing opportunities.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Auburn will continue to work with service providers throughout the region in coordination to develop systems and strategies to promote their efforts in providing optimal, easily accessible services. The City will work to reduce the number of families in poverty, sustain relationships with employment training agencies, and work to preserve the affordable housing stock in our community.

Actions planned to address obstacles to meeting underserved needs

By establishing a strong foundation of networks between local service providers, stakeholders and government agencies through committees and coalitions, the City will work in partnership to address obstacles and ameliorate barriers to meeting underserved needs. The collaborated organizations will develop detailed strategic plans that will delegate tasks, build systems and ongoing assessment of service delivery.

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low income Auburn residents by reallocating \$20,000 of CDBG funds to the City's Housing Repair Program. The program provides emergency repairs necessary to maintain safe housing for up to 55 Auburn homeowners, many of whom are senior citizens and/or are experiencing barriers safely accessing their homes due to physical disabilities or impairment.

In addition to Auburn's Housing Repair program, the City will maintain affordable housing by continuing to engage and partner with coalitions, committees and other government agencies to integrate and enhance efforts on the issue.

Actions planned to reduce lead-based paint hazards

The City of Auburn will continue to implement U.S. Department of Housing Urban Development (HUD) regulations to protect residents from lead-based paint hazards in housing that is financially assisted by the federal government. The requirements apply only to housing built prior to 1980, the year lead-based paint was banned nationwide for consumers.

Actions planned to reduce the number of poverty-level families

The City of Auburn's actions planned to reduce the number of poverty- level families include but are not limited to:

- Allocating \$20,000 to the housing repair program

- Participate and partner with coalitions, committees and agencies that provide antipoverty services to develop and enhance strategies and efforts to reduce poverty level families

Actions planned to develop institutional structure

The City's planned actions to address the gaps and weaknesses identified in the strategic plan include:

- Maintaining partnerships with and participating in the South King County Homeless Coalition, the Committee to End Homelessness of King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness.
- Continue to use the recommendations provided by the City's Homeless Task Force to address gaps in services to our homeless population and identify where resources can be leveraged to strengthen the safety net of supportive services available to our residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Auburn has heavily contributed and intends to continue cultivating relationships between public and private housing and social service agencies. In addition the City will continue to participate in collaborations with the South King County Homeless Forum, the South King County Council of Human Services, King County Housing Development Consortium and the Seattle-King County Joint Planners Meeting.

Discussion

The expressed goal of the City's Consolidated Plan is to reduce the number of people living in poverty within Auburn. The City intends to give funding priority to programs that in addition to complying with federal regulations and address a priority as outlined in the Consolidated Plan are consistent with all of the goals and objectives identified.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Auburn will use all CDBG funds to support projects and activities benefiting low and moderate income residents. The full allowable amount of funds will be used for Public Services and Planning and Administration with the remaining balance intended for housing rehab services and economic development.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The City of Auburn will continue to use all of its funds to support residents of low/moderate income while maintaining a focus on underserved and special populations.

Restroom at Les Gove Park

The current restroom at Les Gove Park is non-ADA compliant and has passed its usable life. The demands of the park have greatly increased. Below are list of features that necessitate a properly sized ADA accessible facility.

- Splash Park
- Discovery Playground that attracts families and camps from all over the region
- 3 large summer festivals each attracting up to 10,000 participants.
- Summer Concerts
- Shelter rentals
- General Park Use

In addition the following park projects are under construction

- Herr Property- to feature Car Shows and other community activities
- Central Plaza- Food Trucks, Youth Field Trips, Entertainers, etc. will gather in this area
- Lighted Crescent walk and “Les Gove Loop” walking path is being developed and expanded for a safe walkable route in Auburns Central Park

The Park Campus currently receives approximately 100,000 visitors per year. A minimum of 6 restroom stalls are needed to accommodate the visitation, 2 of which need to be ADA and have baby changing stations. The summer months are particularly busy with young families as well as participants with special needs.

Per Councilmember Peloza’s request related to the cost of demolition of existing restroom and using port-a-potty restrooms

Cost of demolition of existing restroom and associated earthwork-	\$25,000 (one time)
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Cost of port-a-potties operation based on 6 port-a-potties (2 ADA accessible) for summer months with pumping every 2 days and 3 port-a-potties (1 ADA) for other months with weekly pumping

\$20,000 annually

Cost of current restroom maintenance

\$2,500 annually

City of Auburn CDBG Reallocation Action Plan Amendment 2017

The City of Auburn has been flagged by H.U.D. for untimeliness spending of Community Development Block Grant (CDBG) funds for the 2015 and 2016 program years **due to underspending of funds between 2010 and 2014**. H.U.D.'s CDBG timeliness guidelines state that an entitlement can have no more than 1.5% of their annual allocation in their line of credit by the end of the program year¹. (24 CFR 570.902(a)). This calculation is made 60 days prior to the end of the current program year.

In April 2016, an Action Plan Amendment was approved by the Auburn City Council to reallocate to the following projects:

Rehabilitation for Transitional Home (Complete) - \$65,000

Funds were allocated to rehabilitate a house we did not know we owned that was purchased with CDBG money about eight years ago and was required to be utilized according to the plans that had been documented to HUD or we would need to repay the funds in the amount of \$110,000. The home was rehabbed and the City of Auburn has partnered with Mary's Place to manage the property, place and work with families that are surviving domestic violence. After much work to meet federal guidelines and execute the contract, a family will be occupying the home very soon.

Downtown Façade Improvements (Complete) - \$50,000

The City's facade improvement grants facilitate exterior building (facade) improvements for businesses within the designated Business Improvement Area (BIA). The City Council approved \$200,000 to be awarded between 2015 and 2016. CDBG funds were added in the amount \$50,000 for this program to allow for a larger grant amounts to be applied for.

Auburn Youth Resources – Arcadia House (Project Delayed, funds unspent) - \$280,000

This money was to support pre-construction costs related to the Arcadia project. Unfortunately due to delays in the project, Auburn Youth Resources could not begin the project resulting in Auburn's CDBG funds to be unspent.

Unspent funds must be reallocated through the formal Action Plan Amendment process¹ including an amended action plan written using H.U.D.'s IDIS system, a 30 day comment period, a public hearing, an environmental review if it is a capital project and Council approval. Entitlements that are untimely in their allocation spending are at risk of the reduction of future CDBG funds.

H.U.D. recommends that grantees use the following guidelines to ensure timely spending of funds¹:

- Identify additional activities in the Consolidated Plan that will be available when a project is not ready to proceed on schedule.
- Conduct environmental reviews and request release of funds for projects before the Consolidated Plan has been approved.
- Work on a 3- to 5- year window, shuffling projects among program years depending on readiness

¹Keeping Your CDBG Funds Moving: Guidelines for Managing Your Overall Community Development Block Grant Program in a Timely Manner (U.S. Department of Housing and Urban Development)

²www.hudexchange.info/programs/cdbg-entitlement/cdbg-entitlement-program-eligibility-requirements/

Through guidance from the city's H.U.D. representative to spend the funds as soon as possible, the Les Gove Park improvement project was selected. **The Les Gove Park improvement project is in line with H.U.D.'s national objectives, a H.U.D. eligible activity and will easily spend down the funds.** Spending the funds will reduce the risk of a reduction in future CDBG awards to the City of Auburn.

Other projects that were considered and presented to H.U.D. were:

- Funding of a capital project for a local non-profit (No funded programs in place; none listed in current action plan)
- Micro-housing project for a local non-profit (program not in place; not in current action plan)
- Advance lease payments to a site for a potential shelter operation (ineligible activity)
- Sidewalk enhancements in an eligible neighborhood (not shovel ready, not in action plan)
- Funding a hygiene center (ineligible activity)

It should be noted that **H.U.D. grant funds are reimbursable monies to grantees.** This can present a challenge for some organizations to accept this type of assistance due to the need for upfront funding to be reimbursed as well and the sometime onerous reporting and other regulations that must be met to qualify for the funds.

Eligible Activities²

CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of residential and non-residential structures
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
- Public services, within certain limits
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities

Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities
- Certain income payments
- Construction of new housing (with some exceptions)

¹Keeping Your CDBG Funds Moving: Guidelines for Managing Your Overall Community Development Block Grant Program in a Timely Manner (U.S. Department of Housing and Urban Development)

²www.hudexchange.info/programs/cdbg-entitlement/cdbg-entitlement-program-eligibility-requirements/

Note: Staff reached out to our local H.U.D. representative to be present at the 4/24/17 meeting and received this response:

From: Williams, Quincy H [mailto:Quincy.H.Williams@hud.gov]
Sent: Wednesday, April 19, 2017 8:39 AM
To: Erica Azcueta <eazcueta@auburnwa.gov>
Subject: RE: CAPER

Hello Erica,

I have reviewed your message regarding Monday's council meeting. Not sure if we can meet your request but will present to management. Did you stress to council that if the city doesn't get funds expended ASAP that allocation will be in jeopardy of being reduced?

Quincy Williams
CPD Representative
Housing and Urban Development
909 First Avenue, Suite 300
Seattle, WA 98104
206-220-5370

¹Keeping Your CDBG Funds Moving: Guidelines for Managing Your Overall Community Development Block Grant Program in a Timely Manner (U.S. Department of Housing and Urban Development)

²www.hudexchange.info/programs/cdbg-entitlement/cdbg-entitlement-program-eligibility-requirements/

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\$20,000 annually

Cost of current restroom maintenance

\$2,500 annually



AGENDA BILL APPROVAL FORM

Agenda Subject:

Safer Cities/Inclusive Cities Ad Hoc Presentation

Date:

April 19, 2017

Department:

Administration

Attachments:

[Ord 6651](#)

[Res 5284](#)

Budget Impact:

\$0

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

Meeting Date: April 24, 2017

Item Number:

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

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 of Auburn City Code is amended to read as follows:

1.02.030 Restriction on immigration 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. City personnel shall not initiate any inquiry or enforcement action based solely on a person's:

1. Civil immigration status;
2. Race;
3. Inability to speak English; or
4. 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.

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 from and 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, 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 in the best interest of the City to be an inclusive and diverse community for all people.

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

Section 1. 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 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ 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:
Traffic School Update

Date:
April 18, 2017

Department:
Police

Attachments:
[Traffic School update](#)

Budget Impact:
\$0

Administrative Recommendation:

Background Summary:

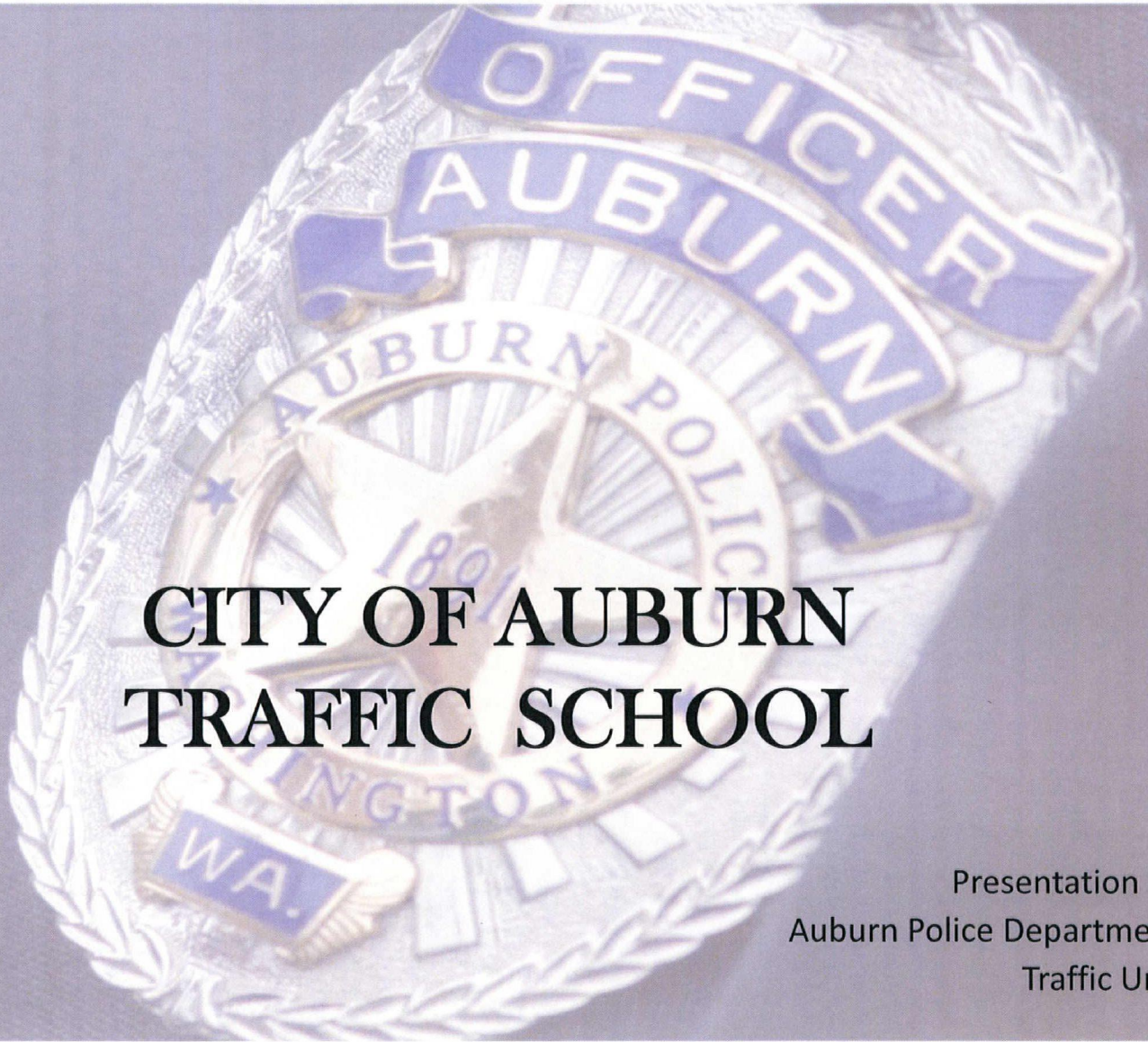
Reviewed by Council Committees:

Councilmember:

Staff: Lee

Meeting Date: April 24, 2017

Item Number:

A close-up, slightly angled photograph of a silver-colored police badge. The badge is oval-shaped with a laurel wreath border. At the top, a blue banner with white text reads "OFFICER". Below this, another blue banner with white text reads "AUBURN". The center of the badge features a five-pointed star with a smaller star on its left point. The word "AUBURN" is arched above the star, and "POLICE" is arched below it. The year "1801" is inscribed on the star's points. At the bottom, a blue banner with white text reads "WASHINGTON". A small blue banner with white text "WA." is located at the very bottom. The background is a solid, light blue color.

CITY OF AUBURN TRAFFIC SCHOOL

Presentation by
Auburn Police Department
Traffic Unit

Auburn Traffic School

- School has been operational October 2016 to present.
- One to two classes are conducted each month with the anticipation of additional classes as the popularity increases.
- 172 students have enrolled in the school since inception.
- 25% of tuition is paid to the District Court
- 12% of tuition is paid in instructor salaries.

GOALS

- Discuss traffic safety issues within the City of Auburn.

Common causes of collisions

Contributing factors to fatalities and injuries

Rules of the road

COLLISIONS

VEHICLE COLLISIONS ARE THE LEADING CAUSE
OF DEATH FOR AGES 5-24*

* According to CDC report 2014

COLLISIONS

City of Auburn

2015

Total Fatalities: **2**
Total Collisions: **1,392**
Injury Collisions: **622**

*October and July had highest amount

COLLISIONS

City of Auburn

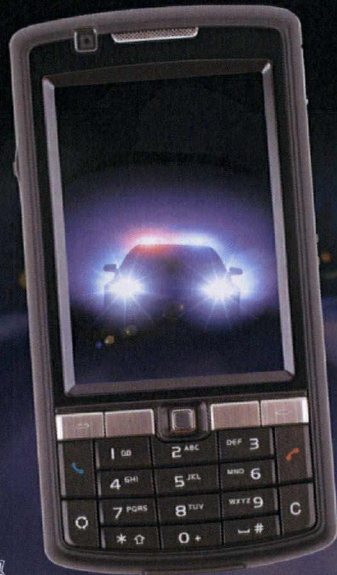
2016

Total Fatalities: 3
Total Collisions: 1,535
Injury Collisions: 454

DISTRACTED DRIVING

2015

**We bust you
because we care.**



For more information visit www.distraction.gov

- 10% of ALL fatal crashes
 - 3,477 deaths nationwide
- 15% of ALL injury crashes
 - 391,000 injuries estimated

RULES OF THE ROAD

Speed

- Contributor to collisions
- School zones/Other special zones
- Per se

Right of Way

- Left turns (New signals)
- Roundabouts
- Blocking intersections
- Pedestrian crossing
- Buses/School Buses

Lane Use

- Center turn lane
- C-curbing
- Method of turning

Safe Following Distance

- 3 second rule

Auburn's Inattentive Driving Law

Jaycee's Video





AGENDA BILL APPROVAL FORM

Agenda Subject:

Commendation Inquiry Allegation (CIA) Report and Use of Force Report

Date:

April 18, 2017

Department:

Police

Attachments:

[2016 Use of Force Summary](#)

[CIA Analysis](#)

[Power Point](#)

Budget Impact:

\$0

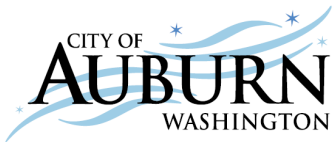
Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Lee

Meeting Date: April 24, 2017

Item Number:

**POLICE DEPARTMENT
MEMORANDUM**



DATE: April 24, 2017

TO: Mayor and Auburn City Council Members

FROM: Auburn Police Department

SUBJECT: 2016 Annual Use of Force Summary

The purpose of this annual report is to document and summarize all Use's of Force that were completed by Auburn Officers during the 2016 calendar year. This report compares statistics from 2010 through 2016, which adds context and helps us identify trends that we can address in future training. The report will compare Use of Force incidents vs. Use of Force Allegations; types of injuries sustained by both suspect and officer; and force used when presented with different scenarios (i.e. officer about to be assaulted, property about to be damaged, etc.).

In 2016, Auburn Police Officers responded to 94,348 CAD incidents (92,872 in 2015) and completed 17,823 case reports (17,875 in 2015). Officers made 4,716 arrests (4,985 in 2015) with 2,551 of those arrestees being booked into SCORE (2,884 in 2015), and issued 8,298 infractions/citations (8,292 in 2015).

There were 135 Use of Force Incidents in 2016 compared to 136 in 2015. Of the 135 incidents where force was used, 116 suspects were involved. Of the 116 suspects, 46 reported injuries. All injuries were photographed and noted to be minor scrapes, bruises, small lacerations, K-9 bites, and minor punctures or redness from Taser applications.

Auburn Police Officers were compelled to use force once in every 699 CAD incidents, once in every 132 case reports, once in every 35 physical arrests and once in every 29 physical bookings. See below table for ratio comparison from 2015.

Only .14% of contacts resulted in a use of force.

	2015	2015 Ratio (136)	2016	2016 Ratio (135)	Force Frequency Change
CAD	92,872	1/683	94,348	1/699	-2%
Cases	17,875	1/131	17,823	1/132	.45%
Arrests	4,985	1/37	4,716	1/35	-4.7%
Bookings	2,884	1/21	2,551	1/29	-10.9%

In 2016, we received three allegations of inappropriate and/or excessive applications of force. All incidents were investigated and determined to be unfounded.

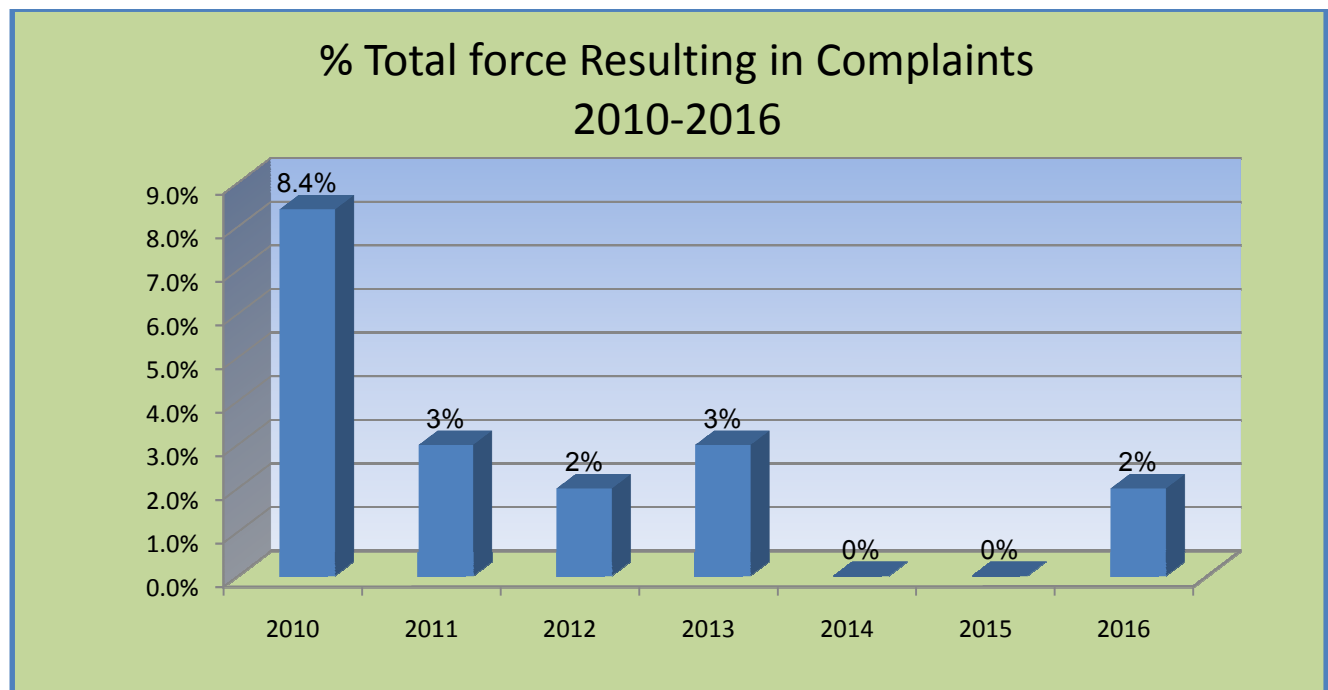
USE OF FORCE COMPARISON

There were 135 Use of Force Incidents documented in 2016, which is a decrease from 2015. Officers continue to use de-escalation techniques and verbal skills to gain compliance.

The Auburn Police Department reports uses of force using a Use of Force form. The following chart is a snapshot comparison of total excessive force allegations for each year compared to the amount of force incidents.

Force Report Comparison 2010-2016

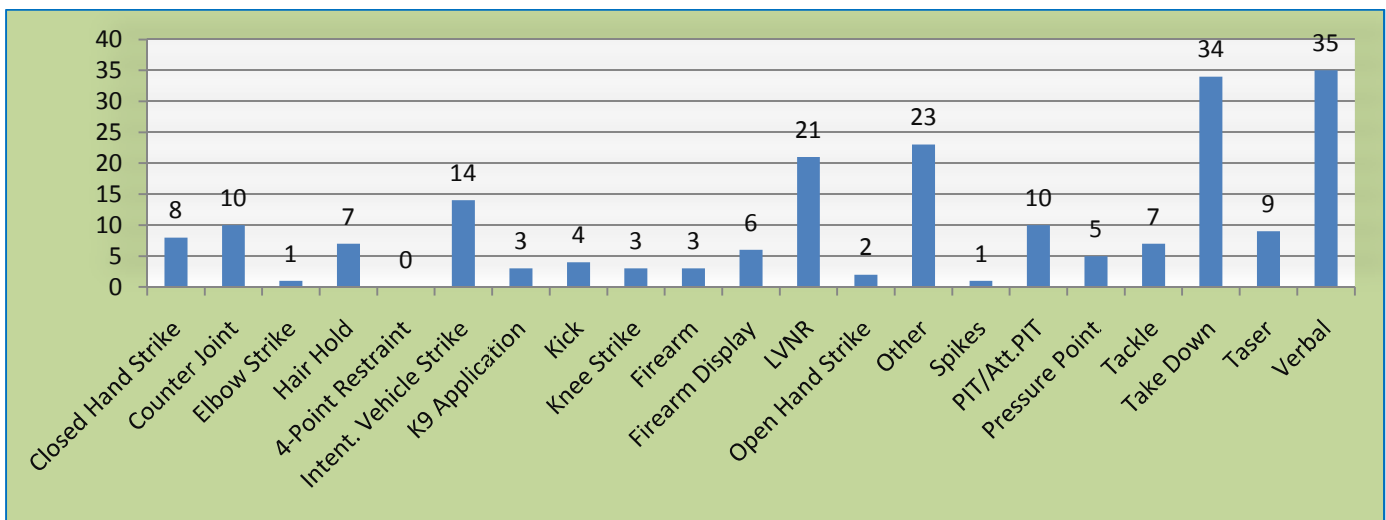
Year	Use of force Incidents	Excessive Force Allegations	Sustained Allegations
2010	107	9	1
2011	113	3	0
2012	94	2	0
2013	98	3	1
2014	96	0	0
2015	136	0	0
2016	135	3	0



Types of Force Used

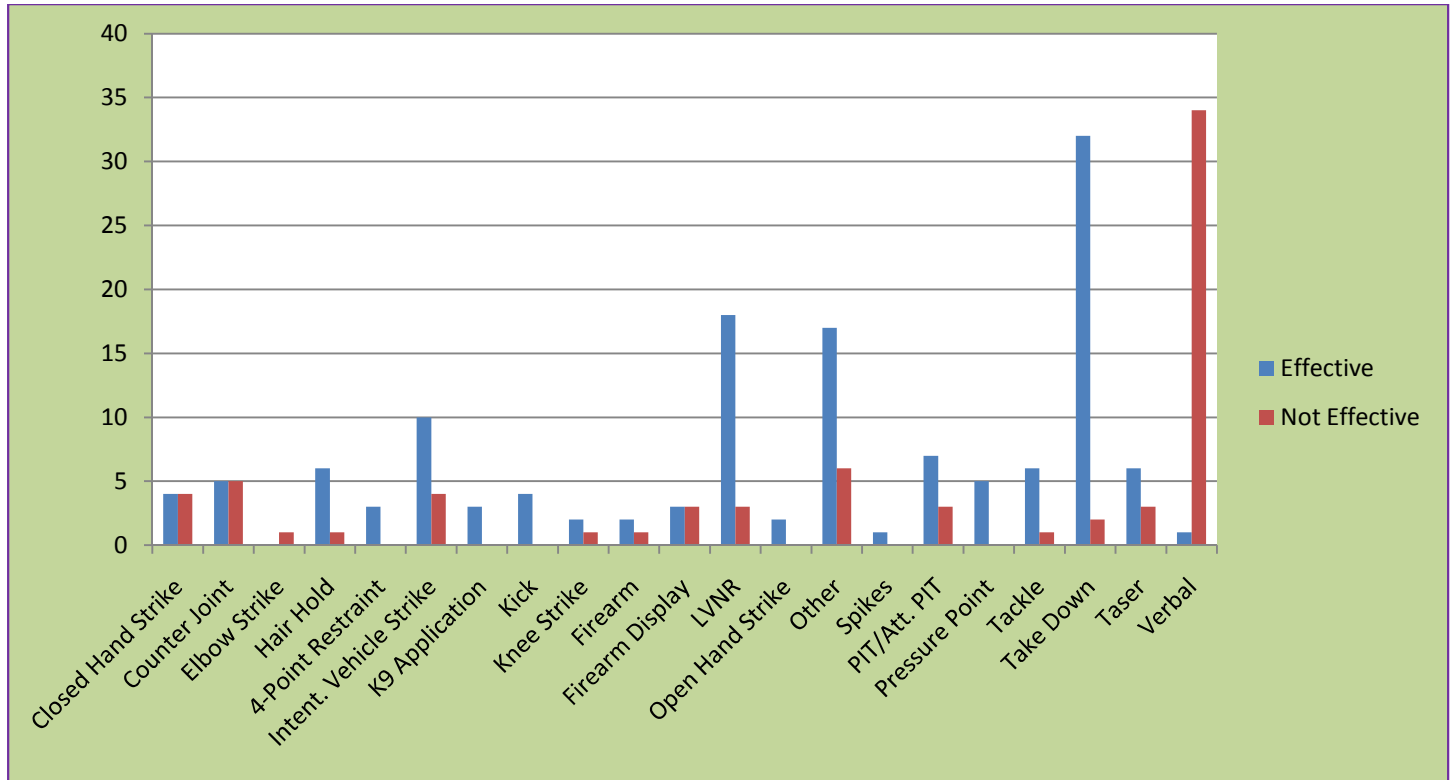
The use of force types listed below are techniques that the officers are trained to use depending on the type of resistance the subjects are exhibiting. Take Down is by far the most used type of force our officers use which is also the least forceful type of force. **LVNR** is Lateral Vascular Neck Restraint which is not considered a “choke hold” and is widely used across the country. **PIT** is Pursuit Immobilization Technique which is used during pursuits in an attempt to end the pursuit as quickly as possible in order to reduce potential injury and take the suspect into custody. An **Intentional Vehicle Strike** is authorized by policy in certain situations which entails the officer striking a suspect vehicle with his/her patrol car at slow speed in order to pin the vehicle so that it cannot continue to flee.

Force Types Used in 2016



Effective vs. Not Effective

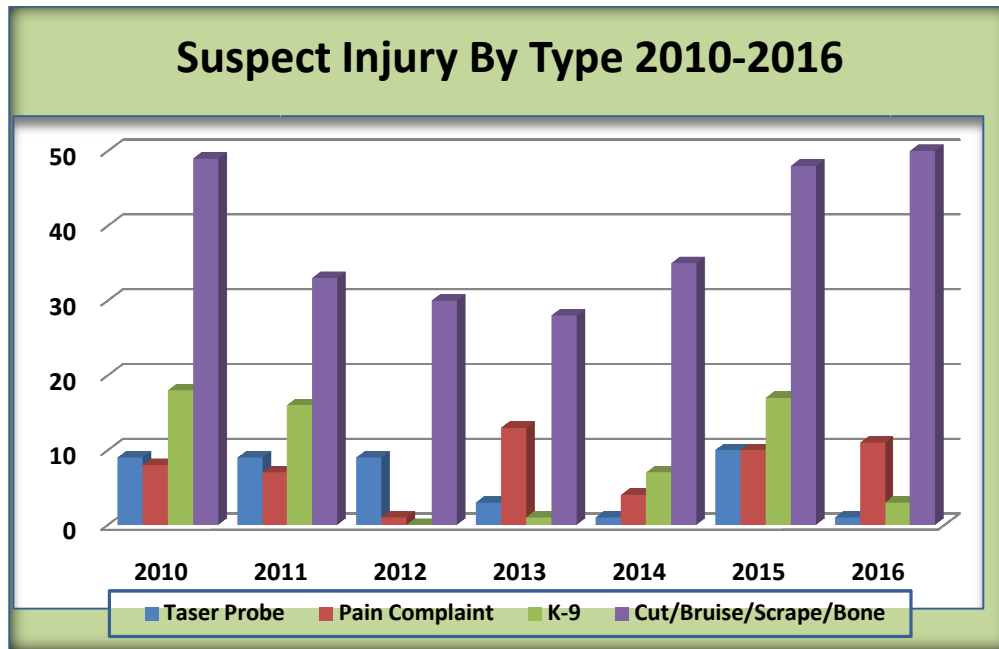
Not every type of force is always effective and at times multiple types of force are used on one person during the same incident.



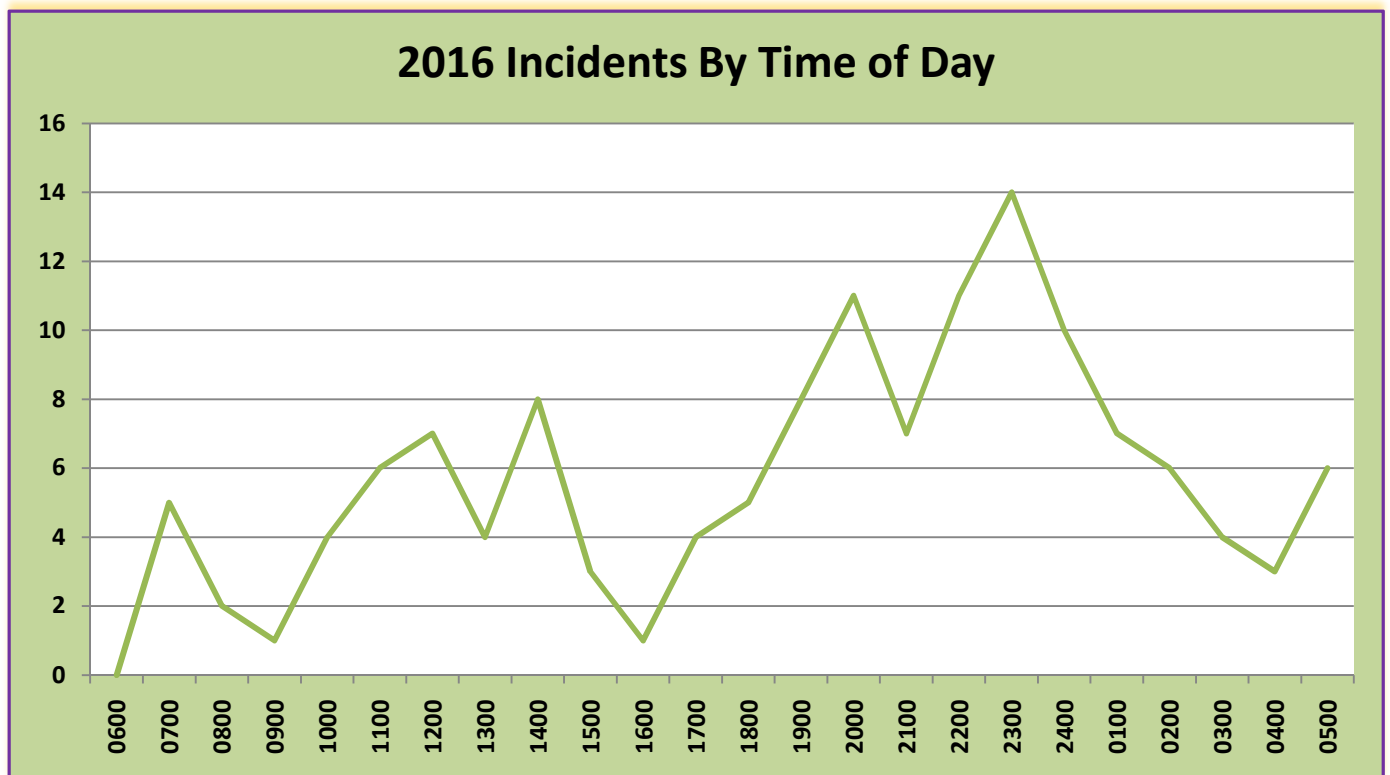
Force Used Resulting in Injuries

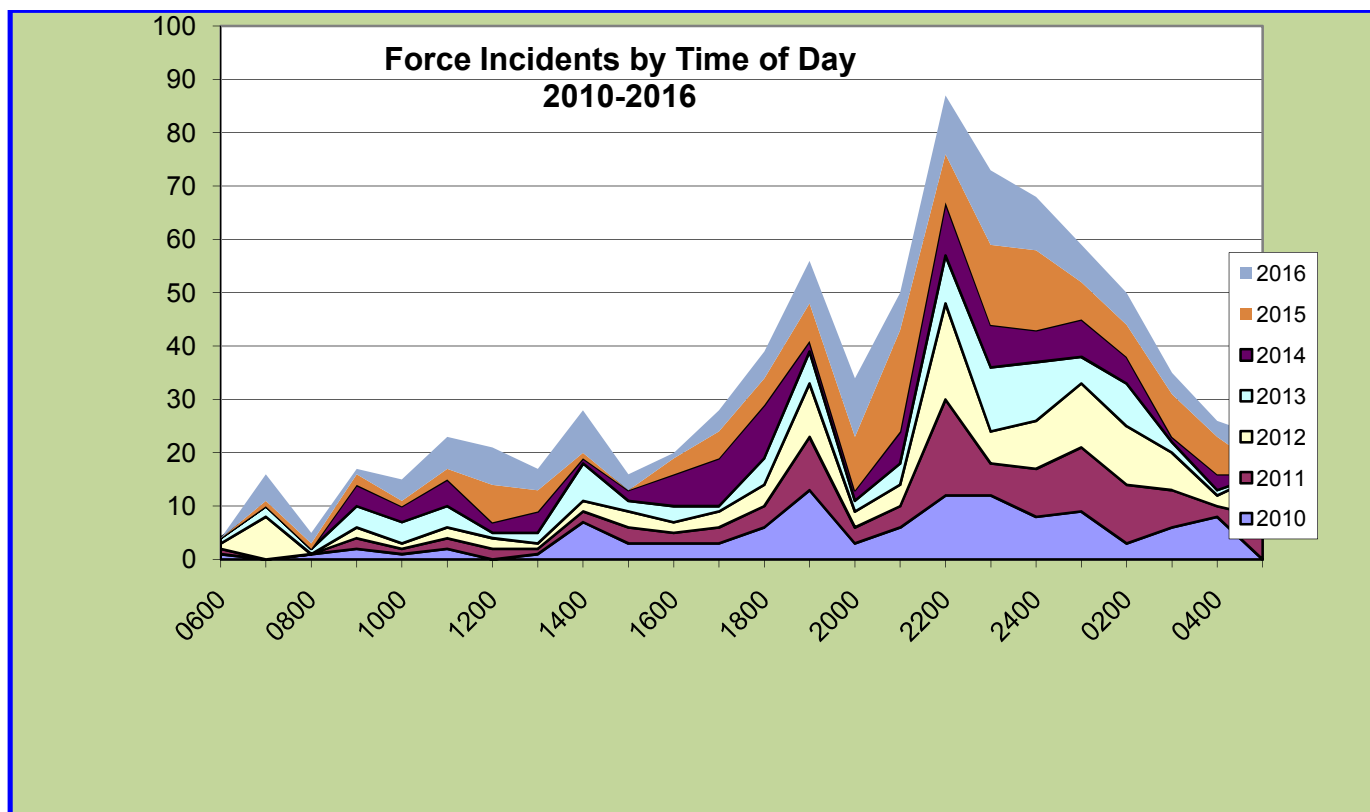
In 2016, injuries were reported to the suspect in 34% of all uses of force incidents. Officers received minor injuries in 11% of the incidents, which is a 2% decrease over 2015. Officer injuries included bite marks, bruising, minor punctures, scrapes and scratches.

	Total Force Incidents	Suspects Injured	Officers Injured	% of total of suspects injured
2010	107	47	13	44%
2011	113	51	10	45%
2012	94	38	9	40%
2013	98	39	8	40%
2014	96	35	6	36%
2015	136	48	17	35%
2016	135	46	15	34%



Time of Day





The above charts depicts the Auburn Police Department use of force incidents by time of day. As in all previous years documented, the majority of the occasions that officers are compelled to use force occur between the hours of 6:00 PM and 2:00 AM.

Reason for Use of Force

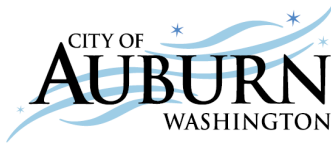
	Officer Assaulted/Threat to be Assaulted	Fighting Stance	Other About to be Assaulted	Subject With Weapon	Muscular Tension/Pulled Away	Subject Trying to Flee	Refusing Commands	Other
2010	14	22	3	0	99	41	94	42
2011	25	0	3	1	Unk	77	88	17
2012	15	13	5	0	52	23	53	7
2013	15	19	3	1	96	29	77	22
2014	10	7	1	0	103	30	67	20
2015	27	16	7	0	151	52	97	27
2016	34	13	12	6	126	50	91	23

The above chart shows the reasons that an officer(s) used force on a subject. Most of the time there are multiple reasons for use of force on one subject. In 2016, there were 355 documented reasons why an officer(s) used force.

Summary

It is clear from the report that Auburn Officers contact many subjects throughout the year and make many arrests. The most compelling stats in this report are that the calls for service, arrests, and bookings are high numbers and by percentage the use of force does not occur often. This is due to the training the officers receive and the quality of personnel we have working for the Auburn Police Department. We as a department work hard to train our officers in de-escalation techniques and the officers do a great job influencing behavior.

**POLICE DEPARTMENT
MEMORANDUM**



DATE: April 24, 2017

TO: Mayor and Auburn City Council Members

FROM: Auburn Police Department

SUBJECT: 2016 Annual Commendations, Inquiries and Allegations of Misconduct Analysis (CIA)

This annual analysis of the CIA investigations provides the administration of the agency and the public we serve a review of agency personnel conduct from an analytical perspective and possibly through the eyes of our community. Our **Vision Statement** calls for us to be a premier agency that is trusted, supported, and respected. Our **Mission Statement** requires that our department will "provide professional Law Enforcement services to our community." To meet these demands, we must be a disciplined and a well-regulated organization. One method by which to determine our success is to evaluate our CIA process. This report illustrates how well the Auburn Police Department is perceived to be following our Vision and Mission statements, as well as our Manual of Standards.

Summary of 2016

In 2016, Auburn Police Officers responded to 94,348 (92,872 in 2015) CAD incidents and completed 17,823 (17,875 in 2015) case reports. Officers made 4,716 (4,985 in 2015) arrests, with 2,551 (2,940 in 2014) of those arrestees being booked into the SCORE Jail. Officers also issued 8,298 (8,292 in 2015) infractions/citations. All of this activity accounts for only a portion of the personal contacts with our community members that are made by our police officers throughout the year.

As outlined in the Auburn Police Department Manual of Standards (MOS), the CIA system provides a standardized means of reporting, investigating, and documenting Commendations, Inquiries, Internal Investigations and Collision Reviews.

Commendations

A **Commendation** is used to recognize actions or performance by members of the police department who act or perform in a manner that is outstanding or beyond what is normally expected. The Commendation process recognizes employees for Professionalism, Exemplary Job, Exemplary Actions, Life Saving and Heroism. Total Commendations have increased 60% from 2011.

The **Medal of Valor** will be awarded to department personnel for acts that meet all of the following conditions.

1. When the act conspicuously displays extreme courage, beyond the normal demands for police service.
2. When failure to take such action would not justify official censure.
3. When substantial risk to their physical safety actually existed and the individual was unquestionably conscious of this imminent threat.
4. When the objective was logically believed to be of sufficient importance to justify the risk taken.

The **Medal of Distinction** will be awarded to department personnel for acts which meet all of the following criteria.

1. When personnel manifest courage in the performance of duty under circumstances less than those required for the Medal of Valor.
2. When a risk to the individual's physical safety actually existed, or when there was reason to believe that such a risk was present.
3. When the act indicated that the individual was conscious of the imminent danger to their personal safety, or when a reasonable and prudent person would normally assume such a danger was present.
4. When the objective was reasonably believed to be of sufficient importance to justify the risk taken.
5. When the individual accomplished the objective, or was prevented from doing so by circumstances beyond his/her control.

The **Lifesaving Medal** shall be awarded to department personnel for acts that meet all of the following criteria.

1. When the acts were personally performed by the officer.
2. When affirmed by competent medical authority, an individual saved a human life or prolonged life beyond the day of extraordinary circumstances.

The **Merit Medal** shall be awarded to department personnel for acts that meet all of the following criteria.

1. When individuals who distinguish themselves by excellence in events which involve tactical action.
2. When the event involves some risk to the individual.

Year	Total Commendations	Involved Employees	Letter of Commendation	Medal of Distinction	Life Saving	Medal of Valor	Medal of Merit
2010	114	209	2	0	0		
2011	47	67	3	1	0		
2012	32	48	0	0	0		
2013	41	58	0	0	0		
2014	52	126	3	0	0		
2015	75	146	0	0	2		
2016	97	172	10	5	5	1	5

The majority of our commendations come from citizens who took the time to recognize one or more officers due to their exemplary and professional work. These commendations range from officers doing school speeches, helping someone change a tire or going above and beyond to investigate someone's case.

Year	External Source	Internal Source
2010	86	28
2011	34	13
2012	24	8
2013	29	12
2014	42	10
2015	68	7
2016	63	20

Employee Investigations

There are two ways a complaint can be categorized and investigated: Supervisory Inquiry and Internal Investigation.

A Supervisory Inquiry involves a complaint made regarding the quality of service delivery. These complaints vary in degree from complaints regarding an employee's demeanor, tardiness, complaints related to customer service, or the nature of a department practice. The employee's immediate supervisor typically handles this type of complaint, but a commander might also take charge of it.

An Internal Investigation involves a complaint of a possible violation of department standards, written directives, City policies or applicable Civil Service Rules. These allegations include, but are not limited to, complaints of bias based policing, excessive force, alleged corruption, insubordination, breach of civil rights, false arrest, and other types of allegations of serious misconduct. In the event that an allegation of criminal misconduct is reported and appears to have merit, a simultaneous **criminal investigation** will be initiated.

Internal Investigations

Year	CAD Incidents	Internal Investigations	Inv. With Misconduct	Total Employees	Emp. With Misconduct	Violations Reported	Violations with Misconduct
2010	73,329	21	5	27	5	36	6
2011	62,488	22	18	32	23	32	23
2012	65,750	13	11	24	19	26	22
2013	71,512	11	8	15	8	19	12
2014	89,350	5	3	5	3	12	9
2015	92,872	6	4	8	6	18	14
2016	94,348	8	5	9	3	12	9

Total allegations generated by internal and external sources

	External Sources	Internal Sources	Total Combined
Total Allegations	3	9	12
Sustained Misconduct	0	9	9

The above table shows that 100% of the allegations received from internal sources resulted in a finding of misconduct. Two of the allegations from external sources were recorded on video and shown to be unfounded.

Supervisory Inquiries

Inquiries were down this year and the amount of employees with unacceptable performance was also down. These low numbers compared to the amount of contacts with the public indicate the low number of complaints which would indicate how professional our officers are on a daily basis.

Year	Supervisory Inquiries	Inquiries with Unacceptable Performance	Violations Initially Reported	Involved Employees	Employees with Unacceptable Performance
2010	27	6	34	32	6
2011	25	9	32	32	9
2012	21	9	32	20	9
2013	11	7	14	13	7
2014	25	5	45	34	4
2015	17	9	23	23	9
2016	12	7	12	10	6

Allegations

The following table depicts the total combined allegations for all the Supervisory Inquiries and Internal Investigations for 2016. It should be noted that Supervisory Inquiries can result in findings of Acceptable Performance or Unacceptable Performance, and Internal Investigations can result in findings of Misconduct or No Misconduct, among others. For the purposes of this combined report, all findings will be labeled as Misconduct or No Misconduct.

Allegation	Total	No Misconduct	Misconduct
Violation of General Policy	4	0	4
Discourtesy/Conduct Unbecoming	4	2	2
Neglect of Duty	1	1	0
Code of Conduct	2	0	2
CORE Values/Professionalism	1	0	1
Bias Policing	2	2	0
Collision – fail to report	0	0	0
Fail to meet expectations	2	0	2
Insubordination	1	0	1
Unlawful Search and Seizure	0	0	0
Excessive Force	3	3	0

Late/no show for work	2	0	2
Totals	22	8	14

Criminal Investigations

There were no criminal investigations in 2016

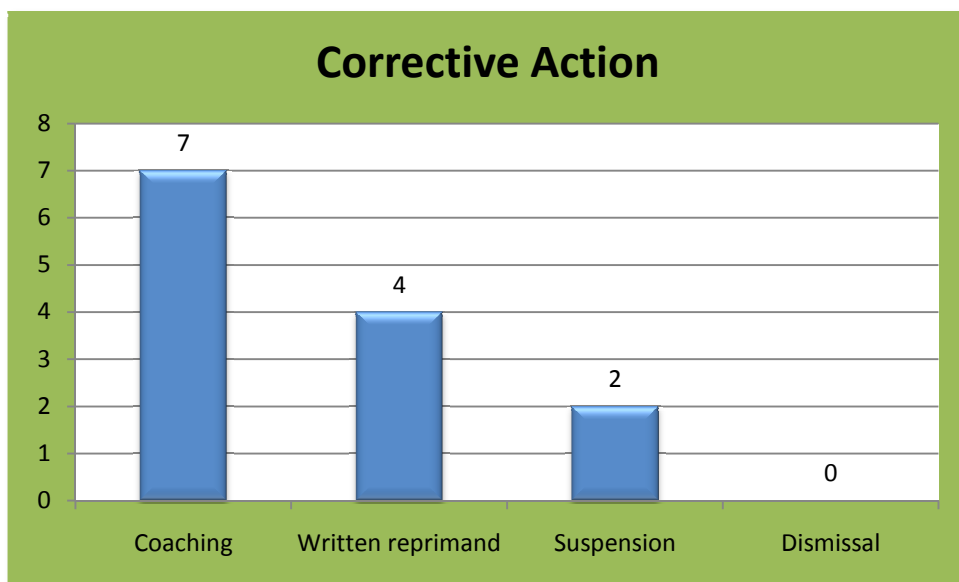
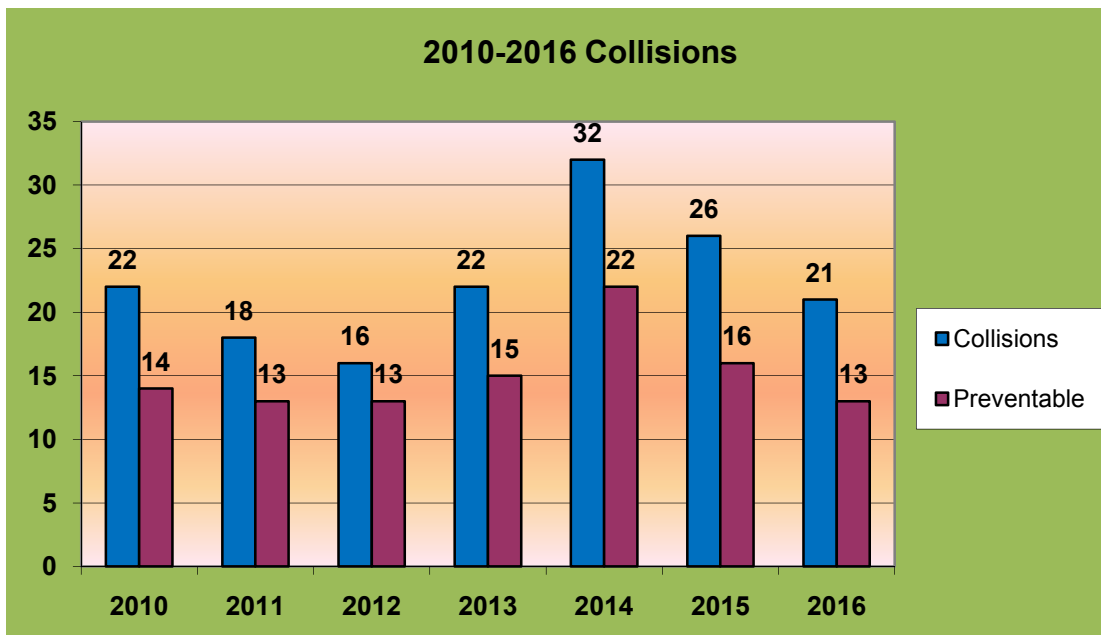
Collisions

In 2016, there were 21 collisions involving APD employees. 13 of the 21 collisions were determined to be preventable on the part of the officer. The average years of service of the officers involved in collisions is 7 and the average age of the officer was 35. 14 of the collisions that occurred were officers who have 4 years or less of service with Auburn PD. The preventable collisions were attributed to officers with an average of 7 years of service.

In reviewing the 13 collisions, which were determined by a Collision Review Board to be preventable, "driver inattention" was apparent in most cases, by either watching for suspects or looking at vehicle equipment inside the car. If the drivers had been more attentive, they would not have collided with another vehicle, curb, tree, etc. All 2016 collisions (preventable and non-preventable) are categorized as follows:

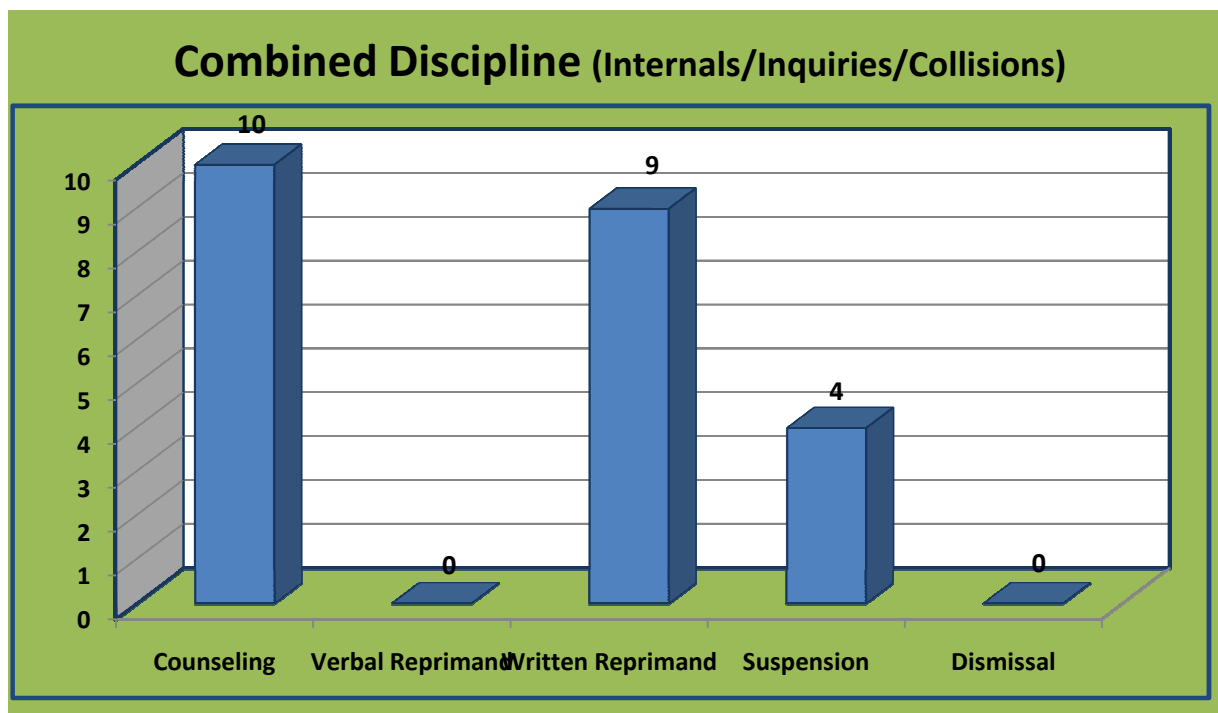
- 9 - Driver Inattention
- 1 - Driving beyond ability
- 4 - Improper Backing
- 2 - Poor Tactics
- 5- Other driver at fault

This chart depicts the corrective action dispensed to the employees in preventable collisions. Some officers also received additional training where it was appropriate.



Actions Taken

The following chart depicts action taken for misconduct, whether from an Internal Investigation, Supervisory Inquiry, or Preventable Collision.



Outside Agency Investigations

To ensure that our investigations are unbiased, there are times when an outside agency may be asked to investigate serious allegations of misconduct made against agency staff, especially those that may be of a criminal nature. In the years 2007-2010 there were no investigations assigned to an outside agency. Between 2011 and 2012 three criminal investigations were investigated by outside agencies. In 2013, outside agencies investigated three officers under two incidents. Those agencies presented the information to the respective prosecutors without influence from the Auburn Police Department or the City of Auburn. The King County Prosecutor's Office filed Assault charges on one incident and the employee resigned in lieu of termination. In the second incident of alleged excessive use of force, the prosecutors determined that no crime was committed.

In the years 2014-2016, there were no outside investigations. It is the practice of the Auburn Police Department to err on the side of caution and allow outside agencies to objectively investigate serious allegations of misconduct. In our view, this provides Auburn citizens with confidence and allows for unbiased transparency into actions, activities, and decisions made by the Auburn Police Department.

Grievances

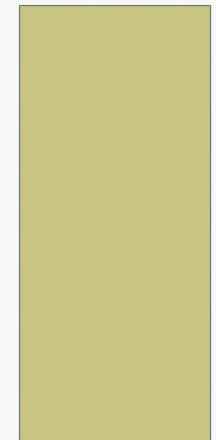
There were no grievances in 2016.

Conclusion

A review of the frequency of incidents for 2016 regarding alleged misconduct by employees of the Auburn Police Department does not appear to raise any specific concerns. The data revealed in this analysis shows a decline in most areas even though the call load continues to increase. In addition to that, the number of allegations and found misconduct when compared to the actual number of contacts Auburn Police Officers encounter each year is extremely low. The data revealed for 2016 illustrates that the Auburn Police Department continues to be successful in striving to perform by the standards of our CORE values and provide professional police services to the City of Auburn.

2016 INSPECTIONAL SERVICES REPORTS

CIA AND USE OF FORCE ANALYSIS



CIA SUMMARY

Increase from 2015

- CAD incidents – 94,348 +1.6%
- Case reports – 17,823 -0.3%
- Arrests – 4,716 -5.4%
- Booked into Score – 2,551 -1.2%
- Infractions/Citations – 8,298 +0.1%

COMMENDATIONS

Year	Total Commendations	Involved Employees	Letter of Commendation	Medal of Distinction	Life Saving	Medal of Merit	Medal of Valor
2010	114	209	2	0	0	0	0
2011	47	67	3	1	0	0	0
2012	32	48	0	0	0	0	0
2013	41	58	0	0	0	0	0
2014	52	126	3	0	0	0	0
2015	75	146	0	0	2	0	0
2016	97	172	10	5	5	1	1

INTERNAL INVESTIGATION

- Possible violation of policy, force, bias policing, false arrest. More serious allegation.

Year	CAD Incidents	Internal Investigations	Inv. With Misconduct	Total Employees	Emp. With Misconduct	Violations Reported	Violations with Misconduct
2010	73,329	21	5	27	5	36	6
2011	62,488	22	18	32	23	32	23
2012	65,750	13	11	24	19	26	22
2013	71,512	11	8	15	8	19	12
2014	89,350	5	3	5	3	12	9
2015	92,872	6	4	8	6	18	14
2016	94,348	8	5	9	3	12	9

SUPERVISORY INQUIRY

- Complaint of service delivery, demeanor, customer service, etc.

Year	Supervisory Inquiries	Inquiries with Unacceptable Performance	Violations Initially Reported	Involved Employees	Employees with Unacceptable Performance
2010	27	6	34	32	6
2011	25	9	32	32	9
2012	21	9	32	20	9
2013	11	7	14	13	7
2014	25	5	45	34	4
2015	17	9	23	23	9
2016	12	7	12	10	6

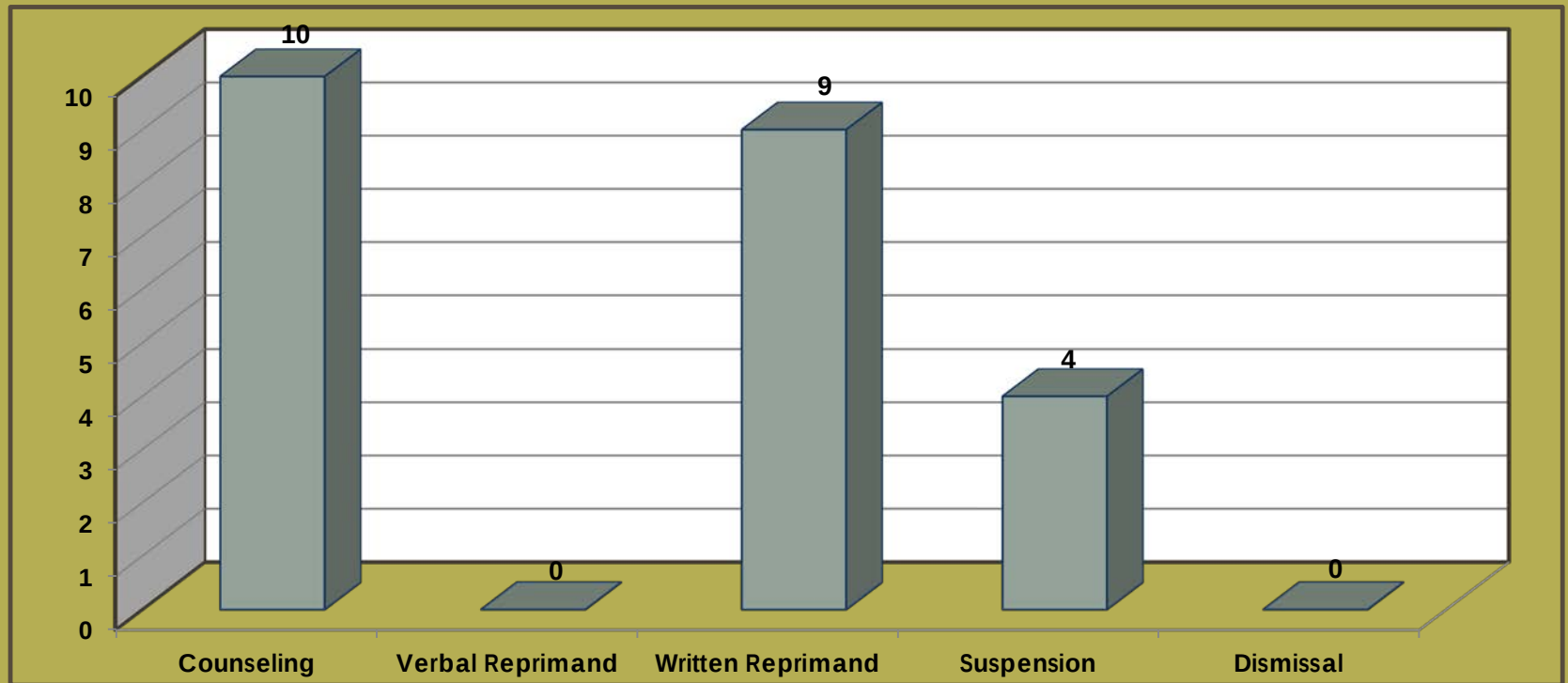
ALLEGATIONS

- Inquiries and Internal investigations combined

Allegation	Total	No Misconduct	Misconduct
Violation of General Policy	4	0	4
Discourtesy	4	2	2
Neglect of Duty	1	1	0
Code of Conduct	2	0	2
CORE Values/Professionalism	1	0	1
Bias Policing	2	2	0
Fail to Meet Expectations	2	0	2
Insubordination	1	0	1
Excessive Force	3	3	0
Late/No Show for Work	2	0	2
Totals	22	8	14

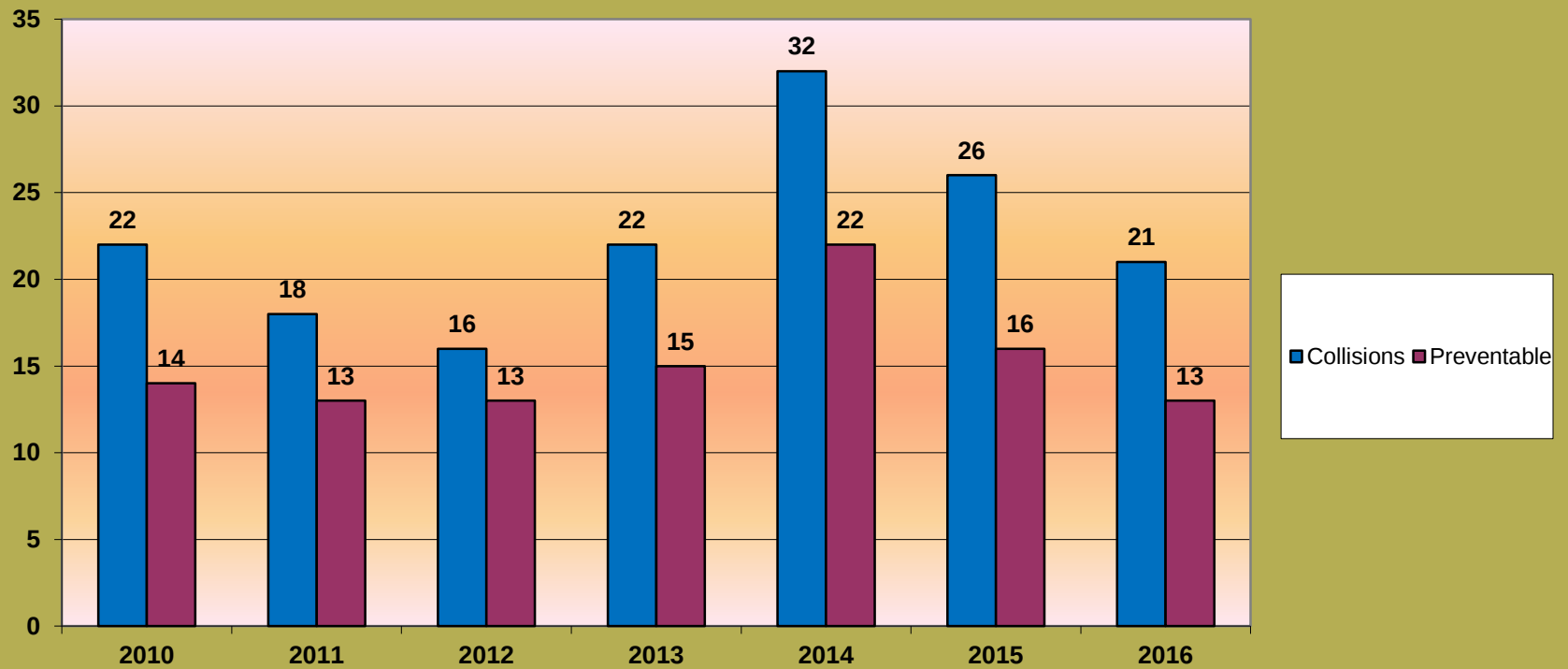
COMBINED DISCIPLINE

Combined Discipline (Internals/Inquiries/Collisions)

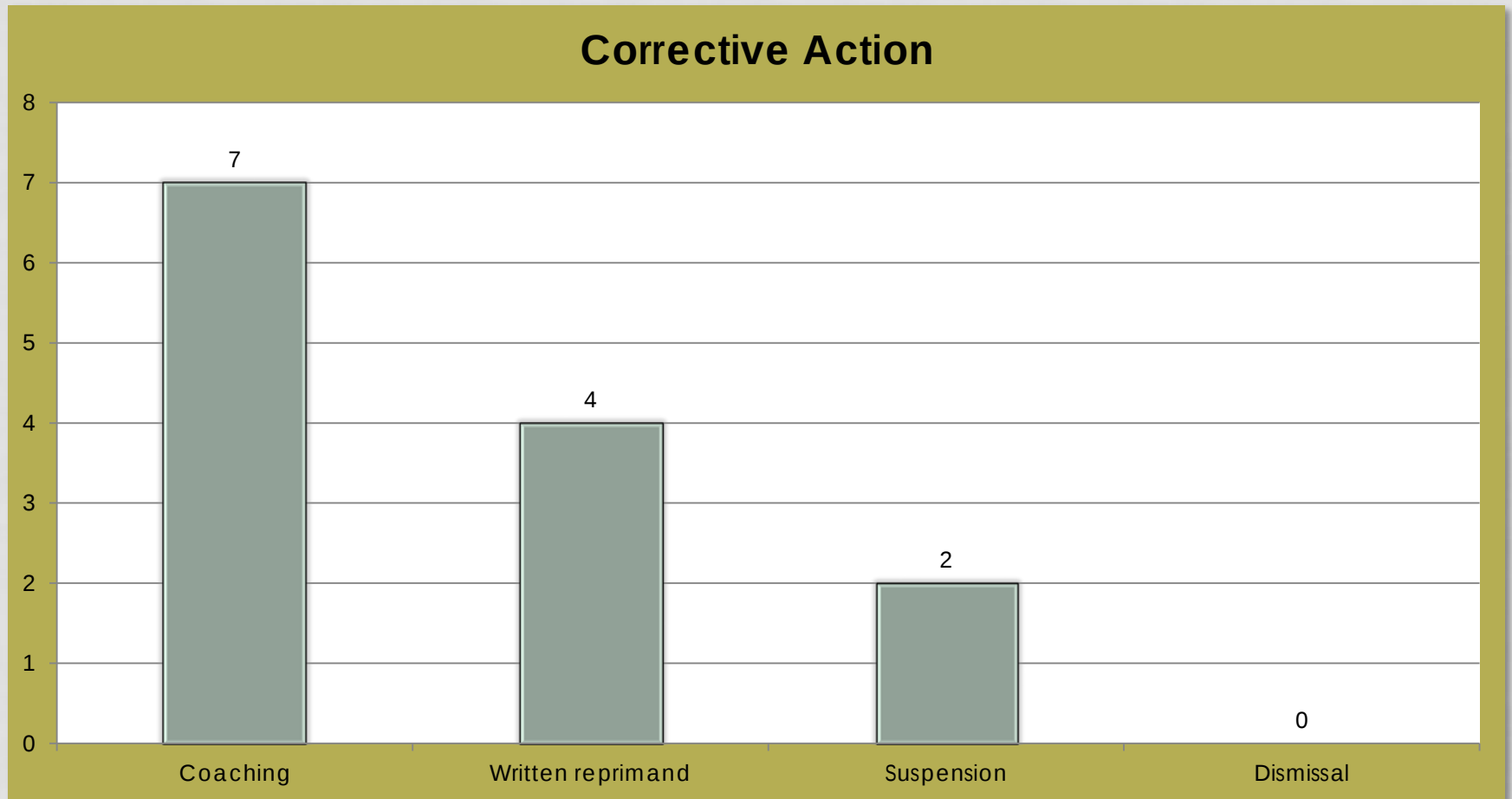


COLLISIONS

2010-2016 Collisions



CORRECTIVE ACTION FOR COLLISIONS

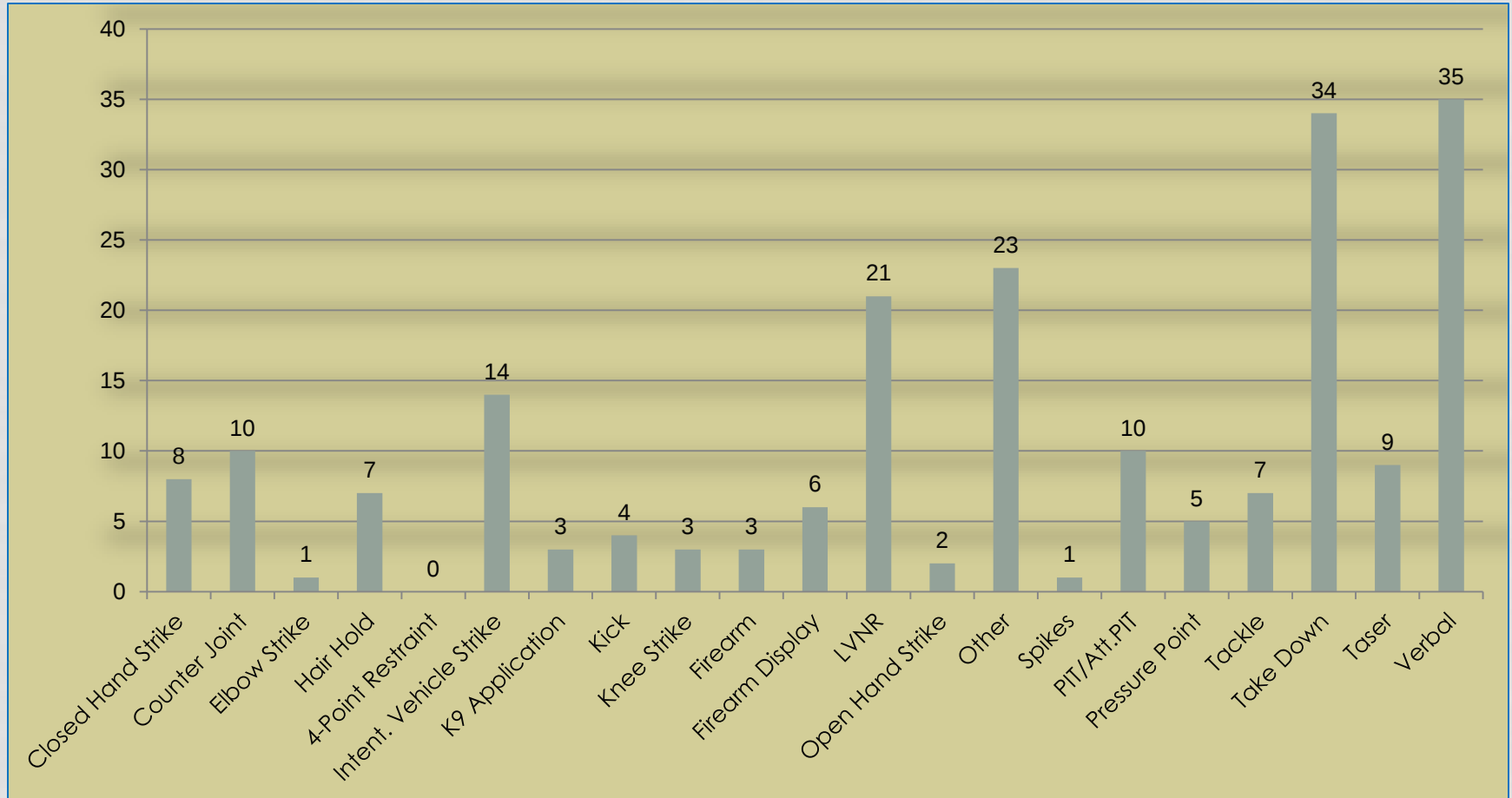


USE OF FORCE COMPARISON

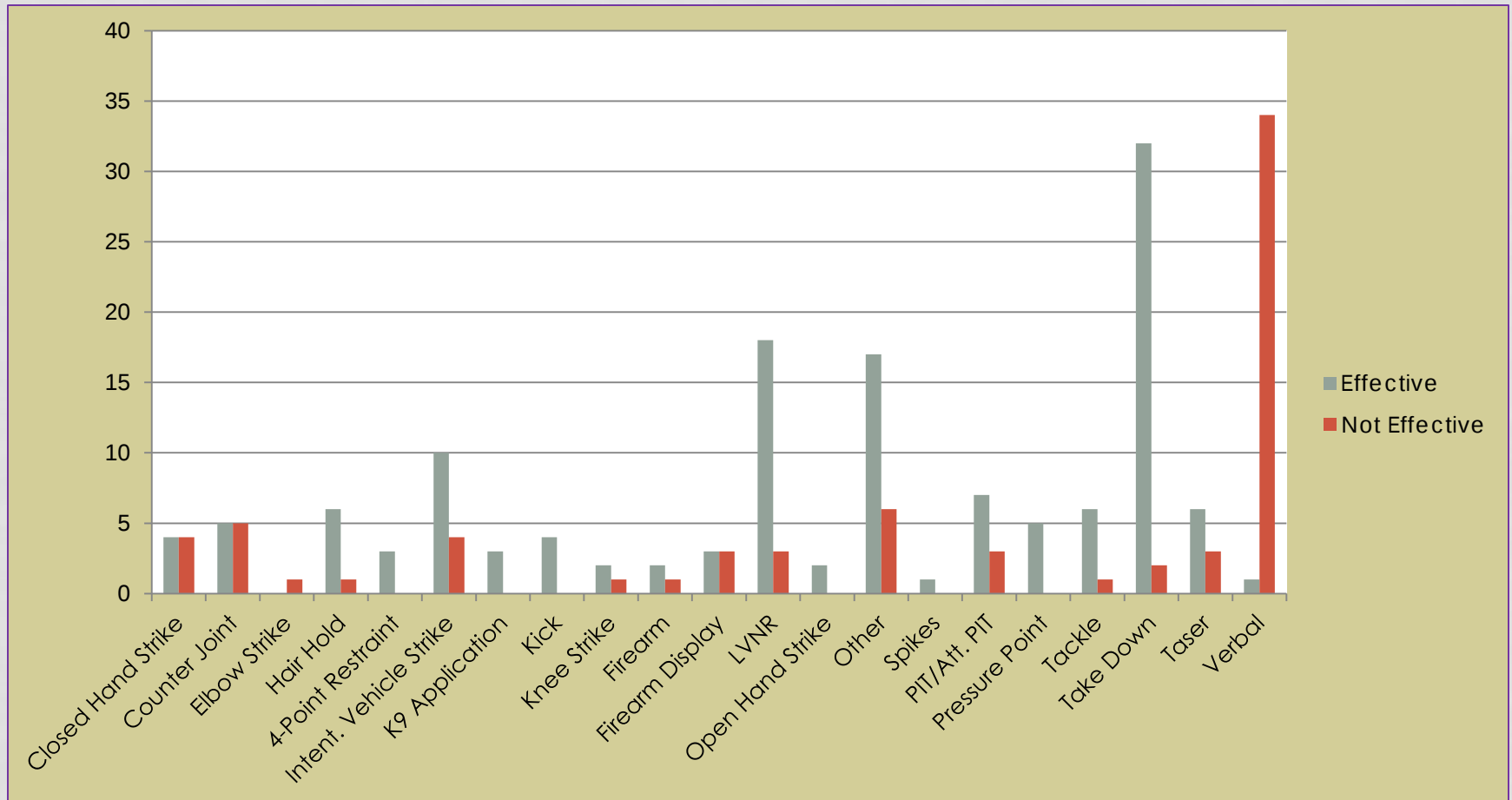
Force Incidents

Year	Use of force Incidents	Excessive Force Allegations	Sustained Allegations
2010	107	9	1
2011	113	3	0
2012	94	2	0
2013	98	3	1
2014	96	0	0
2015	136	0	0
2016	135	3	0

FORCE TYPES



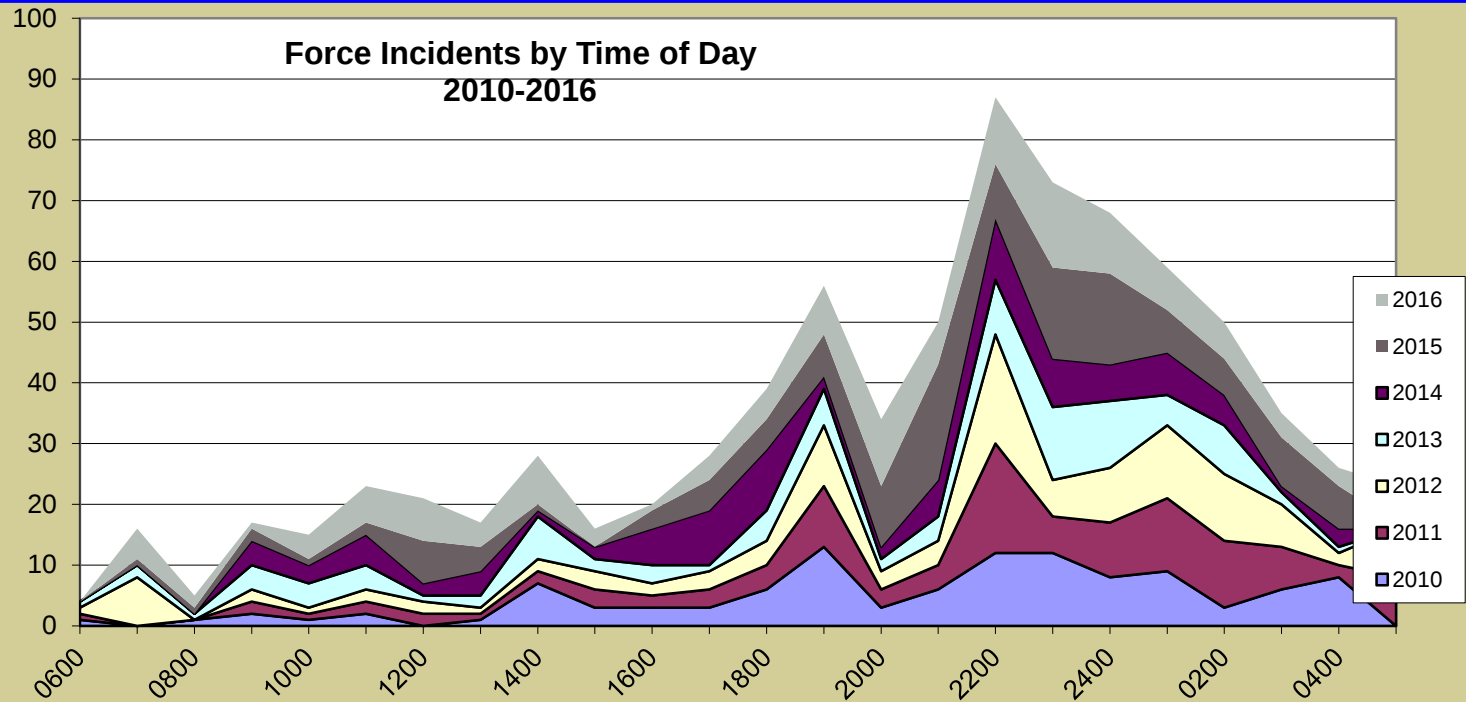
EFFECTIVE VS NOT EFFECTIVE



FORCE USED RESULTING IN INJURY

	Total Force Incidents	Suspect Injuries	Officer Injuries	% of total of suspect injuries
2010	107	47	13	44%
2011	113	51	10	45%
2012	94	38	9	40%
2013	98	39	8	40%
2014	96	35	6	36%
2015	136	38	17	35%
2016	135	46	15	34%

TIME OF DAY



REASON FOR USE OF FORCE

	Officer About to be Assaulted	Fighting Stance	Other About to be Assaulted	Subject With Weapon	Muscular Tension/Pulled Away	Subject Trying to Flee	Refusing Commands	Other
2010	14	22	3	0	99	41	94	42
2011	25	0	3	1	?	77	88	17
2012	15	13	5	0	52	23	53	7
2013	15	19	3	1	96	29	77	22
2014	10	7	1	0	103	30	67	20
2015	27	16	7	0	151	52	97	27
2016	34	13	12	6	126	50	91	23

QUESTIONS

?



AGENDA BILL APPROVAL FORM

Agenda Subject:

Solid Waste Update

Date:

April 18, 2017

Department:

Finance

Attachments:

[Memo](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

Update on solid waste services.

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

Coleman

Meeting Date: April 24, 2017

Item Number:



Interoffice Memorandum

To: City Council
From: Joan Nelson, Solid Waste Supervisor
CC: Nancy Backus, Mayor, Shelley Coleman, Finance Director,
Brenda Goodson-Moore, Customer Service Manager
Date: April 24, 2017
Re: Status of Solid Waste Provider Bids & Recommendations Going Forward

Background

The City of Auburn's current solid waste contract expires December 31, 2017. However, the contract provides for two extensions of the existing contract for a period of up to two years each.

In 2016, the City solicited a Request for Bids (RFB) which were due September 14, 2016. There are four solid waste service providers in the area: Waste Management, Republic Services, Recology-CleanScapes, and Waste Connections. The City received only one bid, from its current provider, Waste Management. Republic Services and Recology-CleanScapes stated that they declined to bid because it was based on price only. They believe they have innovative services and programs to offer and consider. Both expressed interest in competing for the Auburn contract if it was a Request for Proposal (RFP).

At this point in time, the City has three options:

- Reject the Waste Management bid, exercise the first of two contract extensions through September 2019, and initiate an RFP process.
- Accept the bid received from Waste Management on September 14, 2016.
- Re-negotiate a contract with Waste Management and extend the first of two contract extensions to allow negotiation time.

Waste Management Bid

The bid submitted by Waste Management included fees higher than the City's current contract, but the proposed contract included enhancements such as new trucks, new containers, and unlimited commercial recycling. Waste Management will begin contacting City Council once the agenda for the contract discussion is published. They stated that if the City doesn't negotiate or sign a new contract now, the rates will only increase over time. Waste Management also mentioned that the reason others haulers didn't bid was because no one can beat Waste Management's prices.

Recommendation

The City would like a competitive process, so it is recommended to extend the contract with Waste Management for an additional 21 months, to September 30, 2019. The franchise agreement with Republic Services in the annexation areas will also need to be extended. Republic Services agreed to continue service to the area under the current state (UTC) approved rates. Waste Management has indicated that they have no interest in taking over the annexation area for a short period of time. The City would then initiate an RFP process in 2017 for a contract that would be effective October 1, 2019. The effective date for the next contract was chosen to avoid starting a new contract in summer or winter.

Using the first of two extension options provides the City time to observe some of the other solid waste contract activities occurring in the City of Renton (Republic Services took over from Waste Management effective February 1, 2017) and the City of Kirkland (Proposals were due March 20, 2017).

The RFP process rates haulers on a combination of services and price; allowing the haulers to highlight the service qualities that set them apart from their competitors.

Timeline

- Spring 2017 - Observe other RFP processes and contract implementations
- 2017 – Begin RFP contract procurement process
- Summer 2018 – City executes contract
- October 1, 2019 – Start of new collection services



AGENDA BILL APPROVAL FORM

Agenda Subject:

104th Ave SE Property Update

Date:

April 19, 2017

Department:

Parks/Art and Recreation

Attachments:

[104th Ave Presentation](#)

Budget Impact:

\$0

Administrative Recommendation:

Staff to update Council on Green River Park property

Background Summary:

The 14 acre subject property is comprised of two separate parcels, and is bordered by 104th Ave. SE to the east. The Green River (Type S) forms the northern boundary of the property, and there is one on-site Category III Wetland. The site is undeveloped with forested area in the western portion of the property, and areas dominated by invasive species in the eastern portion of the site. Pedestrian access to the site is currently gained from the east via 104th Ave. SE or from the south via 102nd Ave SE. The two parcels were transferred to the City through two separate acquisitions. The western parcel was transferred from KC through an Intergovernmental Land Transfer Agreement, while the eastern portion was transferred to the City from The Washington State Parks & Recreation Commission.

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

Faber

Meeting Date: April 24, 2017

Item Number:

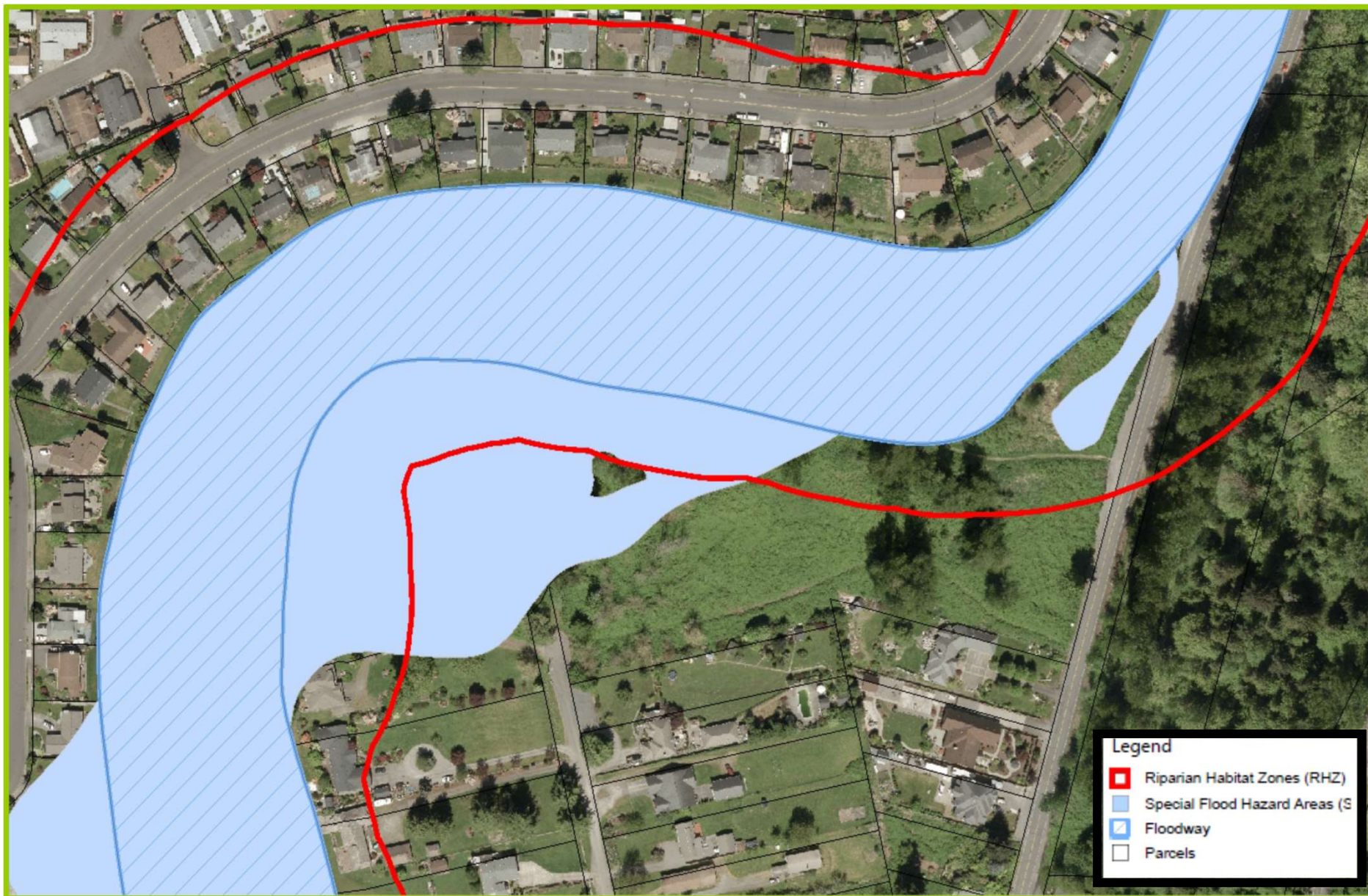
104th Ave SE History and Challenges

Two separate parcels:

- One was transferred from Washington State Parks to the City.
- The other was transferred from King County to the City through an Intergovernmental Land Transfer Agreement.
- The entire property is deed restricted and is required to be protected as parkland in perpetuity.
- The plan is to avoid impacts to on-site regulated areas to the maximum extent possible.
- Onsite regulated areas include Critical areas, Floodplains, and Shorelines.
- Ample opportunities for invasive species removal and interplant with native species.



Floodplain Map



104th Avenue SE Park Master Plan



- Working with Robert W. Droll, Landscape Architect to develop Park Master Plan
- City Survey crew has completed an onsite survey to determine extent of on-site regulated areas
- Project will be ready to submit for 2018 funding cycle through RCO Grant Programs – Land and Water Conservation Fund and Washington Wildlife and Recreation Program