

	City Council Meeting March 2, 2020 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

- A. **Pledge of Allegiance**
- B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Police Chief Presentation
- B. Gambling Awareness Month
Mayor Backus to proclaim March 2020 as "Problem Gambling Awareness Month" in the City of Auburn

III. APPOINTMENTS

- A. Human Services Committee Appointments
City Council to appoint Carmen Goers and Janeane La Casse to the Human Service Committee for a three year term to expire December 31, 2022

(RECOMMENDED ACTION: Move to approve the Human Services Appointments.)

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

- A. **Public Hearings - (No public hearing is scheduled for this evening.)**
- B. **Audience Participation**

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

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

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

City Council, if any.

1. Finance Ad Hoc Committee (Baggett)

VII. CONSENT AGENDA

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

- A. Minutes of the February 10, 2020 and February 24, 2020 Study Session
- B. Minutes of the February 18, 2020 Special City Council Meeting
- C. Minutes of the February 18, 2020 Regular Council Meeting
- D. Claim Vouchers (Thomas)
Claim voucher list dated March 2, 2020 which includes voucher numbers 457482 through 457606 in the amount of \$1,842,500.84 and five wire transfers in the amount of \$732,181.48
- E. Payroll Vouchers (Thomas)
Payroll check numbers 538860 through 538870 in the amount of \$545,911.77 and electronic deposit transmissions in the amount of \$2,098,174.87 for a grand total of \$2,644,086.64 for the period covering February 12, 2020 to February 24, 2020

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

- A. Ordinance No. 6735 (Gaub)
An Ordinance granting a franchise for water facilities to the City of Tacoma

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6735.)

- B. Ordinance No. 6762 (Comeau/O'Neil)
An Ordinance relating to the regulation of fireworks, and amending Sections 8.24.030 and 8.24.050 and repealing Section 2.22.190 of the Auburn City Code

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6762.)

XI. RESOLUTIONS

- A. Resolution No. 5500 (Hinman)
A Resolution authorizing an application to the Port of Seattle for Economic Development Partnership Program grant funds and to accept and expend funds if awarded

(RECOMMENDED ACTION: Move to adopt Resolution No. 5500.)

- B. Resolution No. 5503 (Gaub)
A Resolution ratifying the Mayor's Emergency Proclamation

(RECOMMENDED ACTION: Move to adopt Resolution No. 5503.)

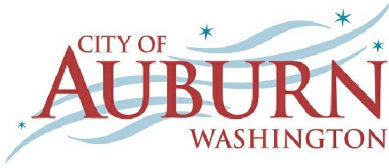
XII. MAYOR AND COUNCILMEMBER REPORTS

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

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

XIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 10, 2020 and February 24, 2020 Study Session

Date:

February 20, 2020

Department:

City Council

Attachments:

[02-10-2020 Minutes](#)

[02-24-2020 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

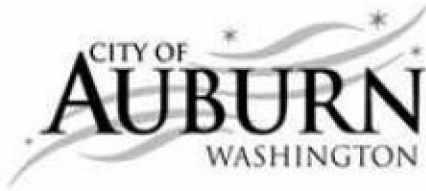
Revised Budget: \$0

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

Meeting Date: March 2, 2020

Staff:

Item Number: CA.A



**City Council Study Session PWCD SFA
February 10, 2020 - 5:30 PM
City Hall Council Chambers
MINUTES**

📺 Watch the meeting LIVE!

📺 Watch the meeting video

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

I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga and Yolanda Trout-Manuel. Councilmember Chris Stearns was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Chief City Prosecutor Harry Boesche, Director of Finance Jamie Thomas, Director of Human Resources and Risk Management Candis Martinson, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Parks, Arts, and Recreation Daryl Faber, Director of Innovation and Technology David Travis, Assistant Director of Engineering Jacob Sweeting, Right-of-Way Specialist Amber Price, Senior Transportation Planner Cecile Malik, Senior Traffic Engineer James Webb, Traffic Operations Engineer Scott Nutter, Assistant Finance Director Kevin Fuhrer, Chief of Police Dan O'Neil and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports or presentations.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. City Organizational Overview - Parks, Arts & Recreation (Faber)(30 Minutes)

Director Faber presented Council with an overview of the Parks, Arts and Recreation Department and discussed the nine different divisions within the department, various programs, services and events, general fund expenditures, tax and fee supported services and pending projects including; the Arts & Culture Center, Auburn Arts Alleyway, Auburn Ave Theater, the 104th Street/Green River Park plan and the Jacobsen Tree Farm Park plan. Director Faber also discussed the Mountainview Cemetery, volunteer opportunities, the advisory boards and reviewed the Park Maintenance Study and Auburn's cost per acre for park maintenance.

Council discussed the Senior Center usage and the Auburn Golf Course being recognized as one of the 20 best golf courses in Washington state.

B. BERK Presentation (Thomas)(60 Minutes)

Director Thomas introduced Allegra Calder and Sherrie Hsu from Berk Consulting, who presented Council with an overview of the Auburn Fiscal Sustainability Analysis. Ms. Calder discussed City services and funding structure, benchmarking, fiscal condition and fiscal strategies and how Auburn is a "full-service" City by providing services that match community expectations. Ms. Calder also discussed Auburn's General Fund revenue sources, property, sales and utility tax comparison and revenue and expenditure comparisons.

Ms. Hsu reviewed revenue and expenditure forecasts, the difference between the General Fund and the Cumulative Reserve Fund, the City's fiscal condition, fiscal strategies, revenue tools and potential revenue enhancement strategies.

Council discussed how significant this budget will be, how to maintain services within the City, and potential tax increases.

C. New South King County Base Site Selection for King County Metro (Gaub)(20 Minutes)

Deputy Mayor DaCorsi called for a 5 minute recess at 6:56 p.m. The meeting reconvened at 7:03 p.m.

Planner Malik introduced King County Metro Capital Projects Managing Supervisor Jeff Arbunkle, who reviewed King County Metro's services, growth plan, the benefits of a new South King County base, key features, top 3 sites, public attitudes and awareness survey and next steps.

Council discussed potential businesses at the King County base, the timeline for completion of the project, potential new routes, and new job opportunities.

D. Ordinance No. 6756 (Comeau)(20 Minutes)

An Ordinance adding chapter 9.14.050 to the City Code related to the assault of a Police Officer

Prosecutor Boesche presented Council with information on creating a new section to the Auburn City Code related to the assault of a Police Officer and discussed how the new section would allow City Prosecutors to file misdemeanor charges against a suspect who assaults a City Police Officer, Code Enforcement Officer, Parking Enforcement Officer, or Animal Control Officer when the County declines to file class C felony charges.

Council discussed how the County determines whether they will charge assault on a Police Officer as a felony or not.

E. Ordinance No. 6760 (Thomas)(10 Minutes)

An Ordinance establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2020

Director Thomas presented Council with information to levy an additional 0.0192% sales tax credit against the Washington State Sales Tax for Local Revitalization, which is estimated to generate \$250,000 for Local Revitalization funding to promote community and economic development.

Mayor Backus advised Council that the levy is against the Washington State Sales Tax, leaving them with a smaller portion of the sales tax, and is not an additional sales tax to be collected from consumers.

F. Resolution No. 5498 (Thomas)(10 Minutes)

A Resolution authorizing the transfer of funds for the purpose of making loans from the General Fund and/or the Cumulative Reserve Fund to funds sustained by grants, fees, or tax credits between February 2020 and February 2023

Director Thomas presented Council with information on interfund loans and discussed their purpose and the benefits when managing the City's short-term funding needs in the Arterial Streets Program, Community Development and Block Grant Fund, and Local Revitalization Area Debt Service Fund.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Ordinance No. 6735 (Gaub)(5 Minutes)

Discussion of draft Ordinance No. 6735 granting a franchise for water facilities to the City of Tacoma

Councilmember Brown presided over this section of the meeting.

Specialist Price presented Council with information on granting a franchise for water facilities to the City of Tacoma. She reviewed the applicants process and requirements for obtaining a franchise agreement and next steps.

Council discussed how many years a typical franchise agreement lasts.

B. Right-of-Way Vacation No. V1-19 (Gaub)(5 Minutes)

City Council discuss Right-of-Way Vacation No. V1-19

Specialist Price provided Council with an overview of the general process for a right-of-way vacation and what is required from the applicant. She also discussed Davis Development Services Right-of-Way Vacation application to provide additional parking for the medical office building located on the adjacent property, the benefits to the City for vacating this

right-of-way and next steps.

C. Modification to the 2020-2025 TIP (Gaub)(5 Minutes)

Engineer Webb and Engineer Nutter presented Council with information on three proposed projects to the 2020-2025 Transportation Improvement Program (TIP) and modifications to two other existing programs.

Council discussed how funds are moved from annual programs to new projects.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

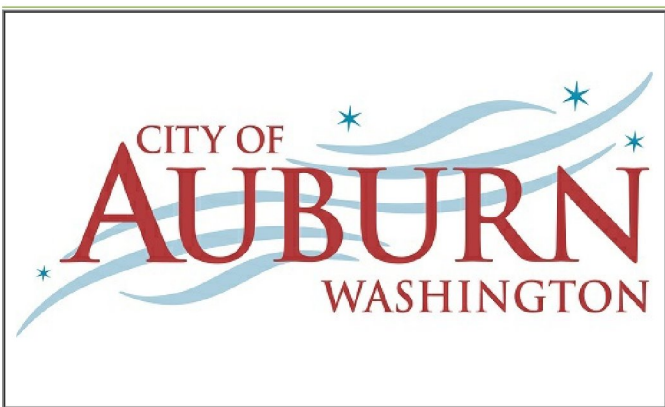
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:54 p.m.

APPROVED this 2nd day of March, 2020.

CLAUDE DACORSI, DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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

	City Council Study Session Muni Services SFA February 24, 2020 - 5:30 PM City Hall Council Chambers AGENDA Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Claude DaCorsi, Bob Baggett, James Jeyaraj, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel. Councilmember Larry Brown was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Assistant City Attorney Doug Ruth, Director of Human Resources and Risk Management Candis Martinson, Director of Innovation and Technology David Travis, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Capital and Construction Engineering Manager Ryan Vondrak, Project Engineer Seth Wickstrom, Assistant Director of Human Resources Aaron Barber, Human Resources Manager Melissa Medisch, Assistant Director of Engineering Jacob Sweeting, Chief of Police Dan O'Neil, and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports or presentations.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Innovation & Technology Update (Travis)(30 Minutes)

Director Martinson, Manager Medisch and Assistant Director Barber provided Council with an overview of Human Resource programs and services and discussed the department structure, recruitment and benefits, civil service hiring, training and development, collective bargaining agreements, employee relations and the Inclusive Auburn Initiative.

Council discussed how efficiency studies are completed, the process and timeframe for hiring police officers, Council's Inclusive Auburn Initiative training, sexual harassment training and the option of having job notices

translated into different languages.

Director Travis provided Council with an update on the Innovation and Technology department and discussed how the department is broken up into three groups; Technical Services, Customer Success and Technology Projects, the types of projects each team works on, budget expenses and revenues, 2019 request statistics, and the cost related to cybercrime.

Council discussed how often computers are replaced, how much the City spends on Cyber Security, and 2020 budget expenses.

B. Capital Projects Status Report and Feature Project (Gaub)(10 Minutes)

Manager Vondrak and Engineer Wickstrom provided Council with an update on the City's Capital Projects. The Capital Project Group is currently managing 40 projects, of which 23 are in the design phase and 17 are in some form of the construction phase. They also discussed the 2020 first quarter feature Capital Project; the Auburn Municipal Airport Runway Enhancements. They reviewed the purpose and the benefits of the project, schedule and funding, total project cost and the timeline to begin and complete construction.

Council confirmed there will be a fence at the end of the runway for safety purposes.

C. Overview of the Bridges (Tate/Gaub/Comeau)(15 Minutes)

Overview of the Bridges community: an island of Kent within the City of Auburn

Director Tate presented Council with an update on the annexation discussion with the City of Kent for the Bridges community located on Lea Hill. He discussed how this community is surrounded by the City of Auburn, the merits of annexing the Bridges community into the City of Auburn, future development on existing open spaces and the importance of engaging the community due to the potential impact on the residents of the Bridges.

Council discussed which City provides utility services in the Bridges community and verified with Director Tate that the City of Kent reached out to the City of Auburn regarding changing the boundaries of the Bridges.

IV. MUNICIPAL SERVICES DISCUSSION ITEMS

A. Ordinance No. 6762 (Comeau/O'Neil)(15 Minutes)

An Ordinance relating to the regulation of fireworks, and amending Sections 8.24.030 and 8.24.050 and repealing Section 2.22.190 of the Auburn City Code

Councilmember Stearns presided over this section of the meeting.

Assistant City Attorney Ruth provided Council with an update on Ordinance No. 6762, which changes the penalty for selling or discharging fireworks

outside the appointed times from a misdemeanor to an infraction. He also discussed the penalties related to firework sales when violating the fireworks code, the maximum fine on each violation and the crime of reckless discharging fireworks has been created.

Chief of Police O'Neil discussed the difference between infractions versus citations, Washington State Law regarding the sale and discharge of fireworks, what is defined as a legal firework per Auburn City Code, the challenges to arrest, prosecute and enforce firework violations, how other cities handle fireworks and 2020 recommendations for dealing with fireworks.

Council discussed the penalties of neighboring cities for firework violations, who is responsible for cleaning up firework litter, the option of getting a permit to use fireworks in the parks, and how the City enforces the closure of the parks.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

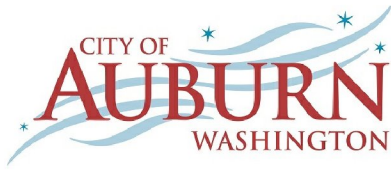
VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:43 p.m.

APPROVED this 2nd day of March, 2020.

CLAUDE DACORSI, DEPUTY MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 18, 2020 Special City Council Meeting

Date:

February 20, 2020

Department:

City Council

Attachments:

[02-18-2020 Special Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

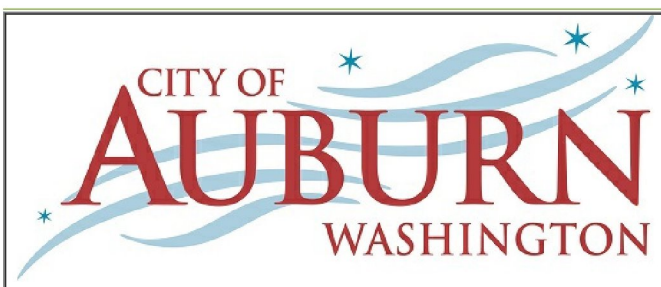
Revised Budget: \$0

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

Meeting Date: March 2, 2020

Staff:

Item Number: CA.B



**Special City Council Meeting
February 18, 2020 - 6:00 PM
City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 6:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

A. Roll Call

Councilmembers present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga and Chris Stearns. Councilmember Yolanda Trout-Manuel was excused.

Mayor Nancy Backus and the following department directors and staff members present included: City Attorney Kendra Comeau, Director of Finance Jamie Thomas, Director of Innovation & Technology David Travis, Director of Public Works Ingrid Gaub, Chief of Police Dan O'Neil, and Deputy City Clerk Teresa Mattingly.

II. DISCUSSION ITEMS

A. City Organizational Overview - Police Department (O'Neil)

Chief O'Neil presented Council with an overview of the Auburn Police Department and discussed the number of employees, years of service, the 2020 budget, police revenues, the divisions within the Police Department, calls for service, number of arrests and bookings, administrative services, training, volunteers, regional teams and task forces, intercity collaboration, 2020 organizational goals and challenges.

Council discussed community policing efforts, how robbery incidents are charged, how uses of force are reviewed and investigated, the option of hiring experienced officers, and the benefits of attending the Citizen Academy.

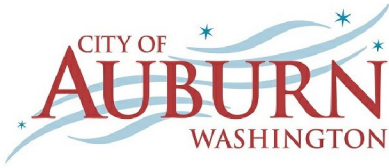
III. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:33 p.m.

APPROVED this 2nd day of March, 2020.

NANCY BACKUS, MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 18, 2020 Regular Council Meeting

Department:

City Council

Attachments:

[02-18-2020 Regular Minutes](#)

Date:

February 20, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

Meeting Date: March 2, 2020

Staff:

Item Number: CA.C

	City Council Meeting February 18, 2020 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn and led those in attendance in the Pledge of Allegiance.

B. Roll Call

Councilmembers present: Deputy Mayor Claude DaCorsi, Bob Baggett, Larry Brown, James Jeyaraj, Robyn Mulenga and Chris Stearns. Councilmember Yolanda Trout-Manuel was excused.

Mayor Nancy Backus and the following department directors and staff members were present: City Attorney Kendra Comeau, Director of Finance Jamie Thomas, Director of Public Works Ingrid Gaub, Director of Innovation and Technology David Travis, Chief of Police Dan O'Neil and Deputy City Clerk Teresa Mattingly.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Backus provided Council with an overview of House Bill 2907, which would authorize King County to collect an annual excise tax on business payroll expenses of not less than one-tenth and not more than two-tenths of a percent. The tax applies to companies with employees making more than \$150k in annual compensation and may be imposed for 25 years. She also reviewed exemptions from the tax, how the funds would be distributed, what they can be used for and the potential negative impact this tax could have on businesses and cities located within King County.

Council discussed the need for affordable housing, the potential negative impact HB 2907 could have on businesses and the need to limit how businesses can be taxed.

III. APPOINTMENTS

A. Arts Commission

City Council to appoint Tammy Dwight to the Arts Commission for a three year term to expire December 31, 2022

Deputy Mayor DaCorsi moved and Councilmember Jeyaraj seconded to appoint Tammy Dwight to the Auburn Arts Commission Board for a three-year term to expire December 31, 2022.

MOTION CARRIED UNANIMOUSLY. 6-0

IV. AGENDA MODIFICATIONS

An update on House Bill 2907 was added to Announcements, Proclamations, and Presentations.

V. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Franchise Agreement No. FRN19-0006 (Gaub)

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN19-0006 for Tacoma Water

Mayor Backus opened the public hearing at 7:25 p.m. No one came forward to speak, she closed the hearing.

2. Public Hearing for Modification to the 2020-2025 TIP (Gaub)

City Council to hold a Public Hearing to consider the adoption of changes to the 2020-2025 Transportation Improvement Program

Mayor Backus opened the public hearing at 7:26 p.m. No one came forward to speak, she closed the hearing.

B. Audience Participation

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

Bob Zimmerman, 33029 46th Pl S., Auburn
Mr. Zimmerman discussed living wage jobs and work ethics.

C. Correspondence

There was no correspondence for Council to review.

VI. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported

he and Councilmember Stearns have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VII. CONSENT AGENDA

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

A. Minutes of the February 3, 2020 Special City Council Meeting

B. Minutes of the February 3, 2020 Regular Council Meeting

C. Claim Vouchers (Thomas)

Claim voucher list dated February 18, 2020, which includes voucher numbers 457329 through 457481 in the amount of \$3,975,893.57 and ten wire transfers in the amount of \$3,754,044.00.

D. Payroll Vouchers (Thomas)

Payroll check numbers 538846 through 538859 in the amount of \$237,800.55 and electronic deposit transmissions in the amount of \$2,123,623.01 for a grand total of \$2,361,423.56 for the period covering January 30, 2020 to February 11, 2020

Deputy Mayor DaCorsi moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

There was no new business.

X. ORDINANCES

A. Ordinance No. 6756 (Comeau)

An Ordinance adding chapter 9.14.050 to the Auburn City Code related to the assault of a Police Officer

Councilmember Stearns moved and Councilmember Brown seconded to adopt Ordinance No. 6756.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6760 (Thomas)

An Ordinance establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2020

Councilmember Baggett moved and Councilmember Mulenga seconded to adopt Ordinance No. 6760.

MOTION CARRIED UNANIMOUSLY. 6-0

XI. RESOLUTIONS

A. Resolution No. 5498 (Thomas)

A Resolution authorizing the transfer of funds for the purpose of making loans from the General Fund and/or the Cumulative Reserve Fund to funds sustained by grants, fees, or tax credits between February 2020 and February 2023

Councilmember Baggett moved and Councilmember Jeyaraj seconded to adopt Resolution No. 5498.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5499 (O'Neil)

A Resolution approving and adopting Addendum 1 to the Interlocal Cooperative Agreement for the creation of the Valley Special Weapons and Tactics Team, admitting the City of Des Moines as a participating member

Councilmember Brown moved and Councilmember Stearns seconded to adopt Resolution No. 5499.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Resolution No. 5501 (Gaub)

A Resolution authorizing the City Council to adopt modifications to the 2020-2025 Transportation Improvement Program

Councilmember Brown moved and Councilmember Mulenga seconded to adopt Resolution No. 5501

MOTION CARRIED UNANIMOUSLY. 6-0

XII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Deputy Mayor DaCorsi reported he attended the Puget Sound Regional Growth Management Policy Board meeting.

Councilmember Mulenga reported she has been appointed to the Sound Cities Association Children and Youth Advisory Board and she attended the Black Education Strategy Roundtable and the Michael P. Anderson Memorial Aerospace presentation at the Museum of Flight.

Councilmember Stearns reported he attended the Affordable Housing

Q&A Session in Renton and the grand opening of the El Centro de la Raza in Federal Way.

Councilmember Brown thanked the Mayor for appointing him to the Valley Regional Fire Authority Board.

Councilmember Jeyaraj reported he attended the Sound Cities Association (SCA) Public Issues Committee (PIC) meeting.

B. From the Mayor

Mayor Backus reported she attended the first day of the Leadership Institute of South Puget Sound, the open house at El Centro de la Raza in Federal Way, Pack the Gym at Auburn High School, Nexus Youth and Families Annual Valentine's Day Breakfast and the South End Mayor's meeting. She also advised Council that Senator Claire Wilson will be holding a Town Hall on February 22, 2020 at Alpac Elementary School in Pacific, Senator Mona Das will hold a Town Hall on February 23, 2020 at Green River College and the City of Auburn's State of the City Address will be on March 12, 2020.

Mayor Backus also recognized and thanked the Finance Department for receiving the Government Finance Officers Association (GFOA) Certificate of Achievement.

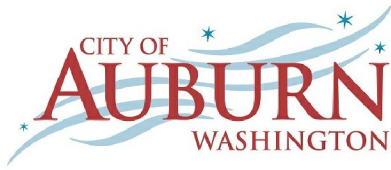
XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:57 p.m.

APPROVED this 2nd day of March, 2020.

NANCY BACKUS, MAYOR Teresa Mattingly, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

February 26, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:**

Claim voucher list dated March 2, 2020 which includes voucher numbers 457482 through 457606 in the amount of \$1,842,500.84 and five wire transfers in the amount of \$732,181.48.

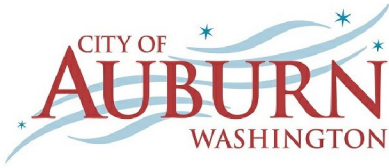
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: March 2, 2020

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

February 25, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538860 through 538870 in the amount of \$545,911.77 and electronic deposit transmissions in the amount of \$2,098,174.87 for a grand total of \$2,644,086.64 for the period covering February 12, 2020 to February 24, 2020.

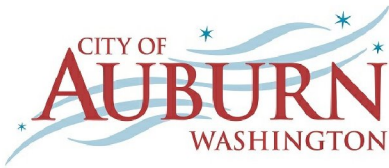
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: March 2, 2020

Item Number:

CA.E



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6735 (Gaub)

Date:

February 4, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6735](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6735 for Tacoma Water Franchise Agreement No. FRN19-0006.

Background Summary:

Section 20.06.010 of the Auburn City Code requires a franchise of any commercial utility to use public ways of the City and to provide commercial utility services to any person or area of the City.

Tacoma Water has applied for a new franchise agreement to continue to operate their water facilities within the City's rights of way as their previous franchise agreement has recently expired. Tacoma Water currently provides water services to the City and Water District 111 within the City limits. They do not provide residential water service within the City.

The proposed agreement is consistent with the City's standard franchise agreement language and requires that any repairs, upgrades, and improvements to the existing and future facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 20 years with the option to renew for an additional 5 years.

Tacoma Water received authorization from their Utility Board on January 8, 2020, to execute the agreement if approved by Auburn City Council.

A staff presentation was given at the February 10, 2020, Study Session discussing Draft Ordinance No. 6735. A Public Hearing to consider this application and hear public comment was held before the City Council on February 18, 2020, in accordance with Auburn City Code 20.06.030.

Ordinance No. 6735, if adopted by City Council, approves Franchise Agreement No. FRN19-0006 subject to terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember:

Meeting Date: March 2, 2020

Staff:

Item Number:

Gaub

ORD.A

ORDINANCE NO. 6735

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING A FRANCHISE FOR WATER FACILITIES TO THE CITY OF TACOMA

WHEREAS, The City of Tacoma, a Washington municipal corporation ("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, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along 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 all persons wishing to be heard; and

WHEREAS, from information presented at the 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 in this Ordinance, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and other public property specified in Exhibit "A" (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair Grantee Facilities to provide Grantee Services in 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, if the City determines that entering into those agreements does not interfere with Grantee's rights under this Franchise.

E. Except as explicitly set forth in this Ordinance, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, rights-of-way, or property. This Franchise is subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area has 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 will 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 is subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. In addition to the rights granted to the Grantee to undertake and perform activities within the Franchise Area as provided in this Franchise, on prior written notification to the City, the Grantee will have the right to discharge Grantee water supply to and into the City's storm water system while performing water system flushing and other Grantee activities. Any Grantee water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. Except in case of an emergency, Grantee will provide 15 business days' notice of a discharge.

Section 2. Notice

A. Written notices to the parties will be sent by personal delivery, overnight mail by a nationally-recognized courier, or by U.S. certified mail, return receipt requested to the following addresses. Either party may designate a new contact.

City: Right-of-Way Specialist
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: Water Superintendent
Tacoma Water
3628 South 35th Street
Tacoma, WA 98409-3192
Phone: (253) 502-8171 Fax: (253) 502-8694

B. Any changes to the contact information will be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this agreement.

C. Grantee voice and fax telephone numbers will 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: Water Control Center, (253) 502-8344.

Section 3. Term of Agreement

A. This Franchise will run for a period of twenty (20) years, from the date of execution.

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.

“Grantee Facilities” or “Facilities” means water mains, fire hydrants, water valves, water services and meters, water system communication and monitoring equipment, and water appurtenances, for the purpose of providing water service.

“Grantee Services” or “Services” means providing the water facilities necessary to provide water service. A water service extends from the public water main to and including the water meter, and is owned and maintained by the Grantee.

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

“Normal business hours” means Monday through Friday from 8:00 AM to 5:00 PM excluding non-working holidays (New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day following Thanksgiving Day, and Christmas Day)

“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 under it, will not become effective for any purpose until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit “B,”) (2) all verifications of insurance coverage specified

under Section 15 and, (3) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the “Franchise Acceptance”. The date that the Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Grantee fails 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 will 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 will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

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

C. The City expressly reserves the right to prescribe where Grantee Facilities may or may not be installed within the public right-of-way and may require the removal, relocation or replacement of Facilities as provided for in this Franchise.

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

E. Tree Trimming. Grantee will have the authority to reasonably trim vegetation on and overhanging streets, public rights-of-way, and places in the Franchise Area in order to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee must get written approval from the City before trimming vegetation in or over the ROW, Grantee will be responsible for debris removal from trimming activities. If debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove the debris and charge Grantee for the cost of removal. This section does not grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any general vegetation clearing will require a permit.

Section 7. Repair and Emergency Work

Emergency Work, Permit Waiver. If there is an emergency where any Grantee Facilities located in the Right-of-Way are broken or damaged, or if the Grantee's Facilities are in a condition that places the health or safety of any person or property in imminent danger, the Grantee will immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining permit(s) as required by this Franchise. Grantee will notify the City (at 253-931-3010 during normal business hours and during non-business hours at 253-876-1985) as soon as reasonably possible that it has taken emergency actions and will immediately obtain permit(s) for the activity if required by this Franchise or City Ordinance. The City may begin emergency response work, at any time, without prior written notice to the Grantee, but will notify the Grantee in writing as promptly as possible under the circumstances. Grantee will reimburse the City for all associated costs related to the City performing emergency response work within 30 days of receiving an invoice from the City.

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, the property to a safe condition. All repair work will be performed and completed to the satisfaction of the City Engineer. Grantee reserves the right to seek reimbursement for costs from a third-party if the third-party fails to locate its facilities in accordance with RCW 19.22.

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 before Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise will 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 before another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or right-of-way. A relocating utility will not cause the relocation of another utility that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Those relocations will be governed by Section 11.

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. This information will 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. This information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Grantee will 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 10 business days to obtain an injunction to prohibit the City's release of records.

Grantee will 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 public records act, if 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 relocation, removal, or abandonment, or rerouting of the facilities.

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.

C. For all transmission mains, defined as mains exceeding 24 inches in diameter, within the Franchise Area, the City will attempt to the design its projects to minimize the need for relocation. In the event the City's design calls for the relocation of a transmission main, the City and Franchisee will meet to discuss potential redesign solutions. Before moving forward with the development of a redesign, the City will provide Grantee with an estimate of the costs of the redesign

and construction. Any additional redesign or construction costs incurred by the City shall be borne by Grantee. If a redesign is not reasonably feasible, then Grantee shall relocate the transmission main at its sole cost.

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 any portion of the Grantee Facilities the Grantee will, at the City's discretion, either abandon in place or remove the affected facilities. Facilities that exist in an on-demand or standby capacity are exempt from this requirement.

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

Section 13. Indemnification and Hold Harmless

A. The Grantee will 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 those costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence of the City. If a court of competent jurisdiction determines 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 Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder will be only to the extent of the Grantee's negligence.

B. The Grantee will 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 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 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, will make arrangements as Grantee deems fit for the provision of such services. The Grantee will 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 rescue services, and will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide rescue services.

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

E. It is further specifically and expressly understood that the indemnification provided in this Franchise 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 will survive the expiration or termination of this Agreement.

F. Indemnification for Relocation. Grantee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Grantee's negligence or willful misconduct contributing to Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in accordance with any relocation required by the City, provided that Grantee will not be liable under this section if Grantee's failure to remove, adjust, or relocate any of its facilities is the result of a force majeure event. A force majeure event is an occurrence that is beyond the control of the Grantee and that could not have been avoided by exercising reasonable diligence. Force majeure events include but are not limited to acts of war, riots, strikes, fire, floods, and epidemics.

Section 14. Insurance

A. The Grantee will 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 following amounts and types:

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 \$2,000,000.00 per accident. Coverage will be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a

\$5,000,000.00 products-completed operations aggregate limit. Coverage will be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and will 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 will be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent form. There will be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City will 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 \$5,000,000.00 per claim for all professional 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 will be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City will be in excess of the Grantee's insurance and will not contribute with it.

2. The Grantee's insurance will be endorsed to state that coverage will 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 will 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 will 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 will have the right to self-insure, or obtain insurance pool coverage for, any or all of the above-required insurance. Any such self-insurance is subject to approval by the City and, upon approval, will satisfy the conditions set forth in Section 14 A - E.

F. Grantee's maintenance of insurance as required by this Franchise will not be construed to limit the liability of Grantee to the coverage provided by that insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 15. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee will inure to its successors, assignees and contractors.

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

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

Section 16. Dispute Resolution

A. If there is a dispute between the Parties under this Agreement, the dispute will 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 will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

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

Section 17. Enforcement and Remedies

A. If the Grantee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or it fails to 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) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured. The parties agree that the actual damages to the City from Grantee failing to cure are not easily calculated, and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Grantee is acting beyond the scope of permission granted in this Franchise 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 those actions.

Section 18. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee will comply with, all applicable federal, state, or City laws, regulations and policies, in conformance

with federal laws and regulations, affecting performance under this Franchise. The Grantee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides 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. The amendment will become automatically effective on 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 on thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

Section 19. License, Tax and Other Charges

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

Section 20. Consequential Damages Limitation

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

Section 21. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect, unless doing so will deny a party valuable consideration.

Section 22. Titles

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

Section 23. Implementation.

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

Section 24. Effective date.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

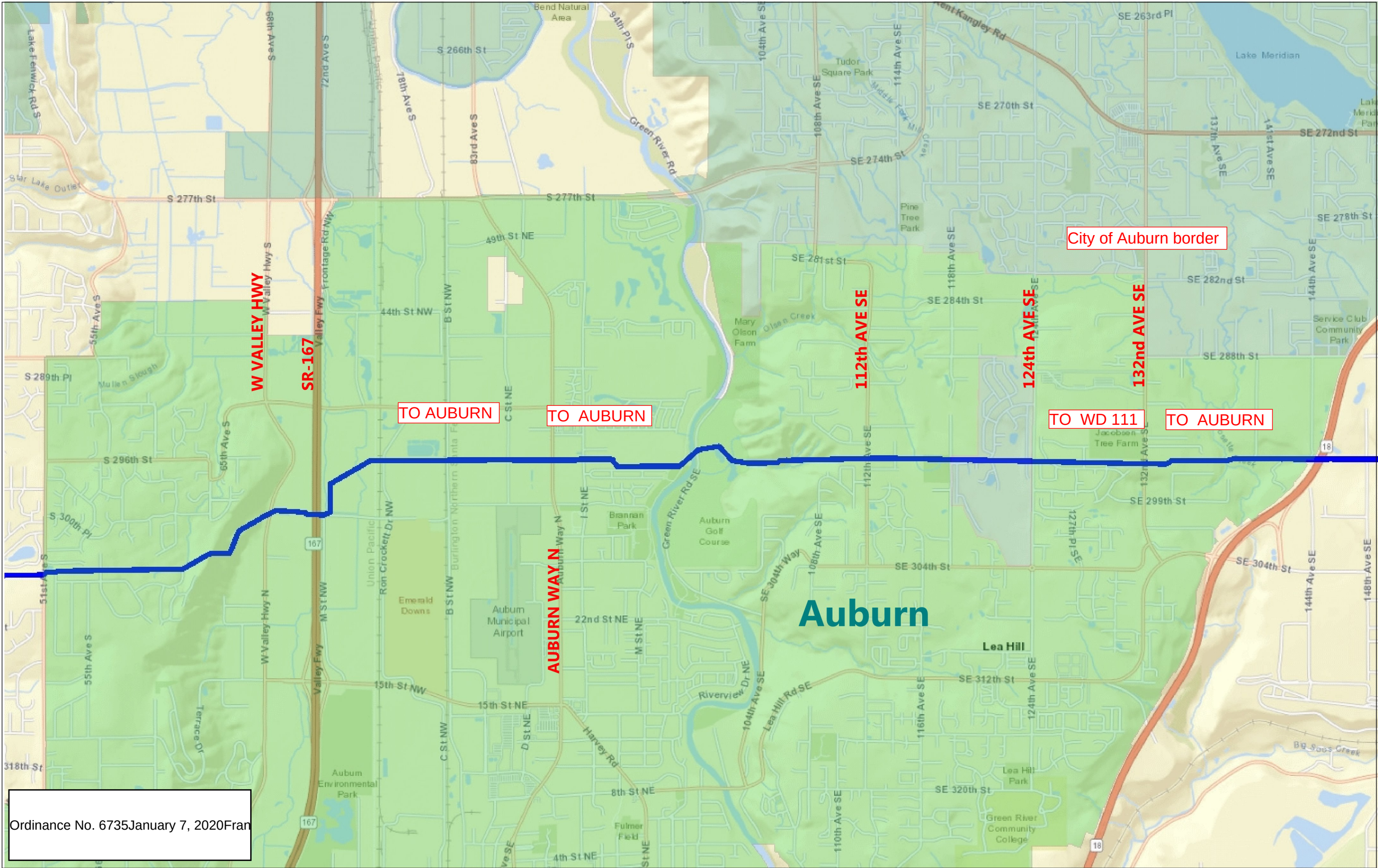
APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Published: _____



PIPELINE 5 City of Auburn ROW Crossing Map



Legend

City Limits

- Algona
- Auburn
- Black Diamond
- Bonney Lake
- Buckley
- Burien
- Carbonado
- Covington
- Des Moines
- DuPont
- Edgewood
- Enumclaw
- Federal Way
- Fife
- Fircrest
- Gig Harbor
- Kent
- Lakewood
- Maple Valley
- Milton
- Normandy Park
- Orting
- Pacific
- Puyallup
- Renton
- Ruston
- SeaTac
- South Prairie
- Steilacoom
- Sumner
- Tacoma
- Tukwila
- University Place
- Wilkeson

Transmission Mains

- Surcharge Area
- Service Area Pending Acquisit

Ordinance No. 6735 January 7, 2020

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

City of Tacoma, 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: Scott Dewhirst
Title: Water Superintendent

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2020, 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: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6762 (Comeau/O'Neil)

Department:

Legal

Attachments:

[Ordinance No. 6762](#)

Date:

February 26, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council adopt Ordinance No. 6762.

Background Summary:

Ordinance 6762 rewrites the penalties for violations of the City of Auburn's fireworks code. The ordinance largely removes criminal penalties for violations of the code and replaces them with infraction penalties.

Currently, the fireworks code regulates the display of fireworks, the timing of the sale and discharge of fireworks, and the type of fireworks that may be manufactured, possessed, used or detonated within the city.

The ordinance changes the penalty for selling or discharging fireworks outside the appointed times from a misdemeanor to an infraction. The same change in penalties is made for manufacturing, possessing, using, or detonating prohibited fireworks in the city. In both cases, the first violation is subject to a maximum fine of \$250 upon conviction. The second violation within a year is subject to a \$500 fine. And every violation thereafter within a year is subject to a misdemeanor penalty – a maximum of 90 days in jail and a maximum \$1,000 fine.

For fireworks sales, the ordinance clarifies that a conviction for violating the fireworks code may result in a revoked permit, the city closing the fireworks stand down, and denial of a sales permit for the following year.

For fireworks displays, the ordinance adds the same consequences for violations of the fireworks code. A display operator that violates the code and/or display permit may lose the permit, be prohibited from operating the display, and the city may deny a display permit for the next year.

The crime of reckless discharging fireworks is created. The crime is violated if a person uses or discharges fireworks in a reckless manner that creates a substantial risk of death or serious physical injury to another person, or damage to the property of another. Upon conviction, the violator is subject to a gross misdemeanor penalty, which is a maximum of 364 days in jail and/or a \$5,000 fine. A court may also order the person to pay restitution for any property damage caused by the fireworks.

Reviewed by Council Committees:

Councilmember:

Staff:

O'Neil

Meeting Date: March 2, 2020

Item Number:

ORD.B

ORDINANCE NO. 6762

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE REGULATION OF FIREWORKS, AND AMENDING SECTIONS 8.24.030 AND 8.24.050 AND REPEALING SECTION 2.22.190 OF THE AUBURN CITY CODE

WHEREAS, local jurisdictions may enact regulations relating to the sale, use and discharge of fireworks that are more restrictive than state law so long as the local regulations do not directly conflict with state law; and

WHEREAS, the purchase, use, and discharge of illegal fireworks jeopardizes the welfare and safety of the citizens of Auburn; and

WHEREAS, penalizing the illegal purchase, use, display, and discharge of fireworks exclusively through a criminal misdemeanor penalty is an inflexible and inefficient means of enforcement of the city's fireworks code, and requires a high standard of proof; and

WHEREAS, the adoption of progressive civil infraction penalties to punish the illegal use and discharge of fireworks, in addition to criminal punishment for the more serious reckless discharge or use of fireworks, provides the police and courts additional, more adaptable options for punishment, which the court may impose upon a lower showing of proof.

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

Section 1. Amendment to City Code. Sections 8.24.030 and 8.24.050 of the Auburn City Code are amended to read as shown in Exhibit A.

Section 2. Repeal of Section in City Code. Section 2.22.190 of the Auburn City Code is repealed.

Section 3. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives 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 of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

EXHIBIT A

8.24.020 Restriction on times for sale and discharge of fireworks.

The sale, purchase and discharge of consumer fireworks shall not be permitted at any time except during the following times and dates:

A. Sale and Purchase of Consumer Fireworks. Between the hours of 12:00 noon and 9:00 p.m. on June 28th of any year and between 9:00 a.m. and 9:00 p.m. on June 29th through July 4th of any year, with the sale of consumer fireworks not being permitted on or around New Year's Day, or at any time other than specified above; and

B. Discharge on July Fourth. Between the hours of 9:00 a.m. and 11:00 p.m. on the 4th of July of any year; and

C. Discharge on New Year's. Between the hours of 6:00 p.m. on December 31st and 1:00 a.m. on January 1st of the subsequent year. (Ord. 5679 § 1, 2002; Ord. 5385 § 1, 2000; Ord. 4749 § 2, 1995. Formerly 8.24.060.)

D. Violation – Penalty. A first conviction for violating this section is a civil infraction with a maximum penalty of \$250. A second conviction for violating this section is a civil infraction with a maximum penalty of \$500 if the violations occurred within a 365 day period. A third or subsequent conviction is a misdemeanor punishable by a maximum penalty of 90 days in jail and/or a \$1,000 fine if the violations occurred within 365 day period. In addition to any of these penalties, the city may order any seller of consumer fireworks that has been convicted of violating this section to discontinue all sales of fireworks for the remainder of the calendar year. These penalties do not preclude enforcement of this section through civil means.

8.24.030 Restrictions and permits

A. Fireworks Restrictions. Fireworks and/or any device that will produce a visual and/or audible effect when exploded and/or detonated by combustion ~~The following fireworks~~ shall not be manufactured, possessed, used or detonated within the city of Auburn, Washington except as follows:

~~Any device that will produce a visual and/or audible effect when exploded and/or detonated by combustion, except as follows:~~

1. Flares for emergency operation.
2. Signal device to begin an athletic event or sport.
3. Use by military organizations.
4. Blank cartridges for show or theater.
5. A permitted fireworks display.
6. Where authorized by federal law within the Muckleshoot Indian Reservation.
7. Such fireworks may be possessed within the city of Auburn while in transit through the city of Auburn from a location where their purchase and possession is lawful to a location where their possession and use is lawful; provided, that such transit to and from such locations is continuous and uninterrupted while in the city of Auburn, and such transit is in a vehicle in which such transit can be safely accomplished and such transit while through the city of Auburn is on state highways only (SR-18, SR-164, SR-167); and further provided, that the transit is in conformity with all legal requirements for such transit.

B. Violation – Penalty. A first conviction for violating paragraph A of this section is a civil infraction with a maximum penalty of \$250. A second conviction for violating paragraph A is a civil infraction with a maximum penalty of \$500 if the violations occurred within a 365 day period. A third or subsequent conviction is a misdemeanor punishable by a maximum penalty of 90 days in jail and/or a \$1,000 fine if the violations occurred within 365 day period.

C. Exceptions. The following types of fireworks are able to be manufactured, possessed, used or detonated within the city of Auburn, Washington:

1. Sparkler: stick or wire coated with pyrotechnic composition that produces a shower of sparks upon ignition.
2. Cylindrical fountain: cylindrical tubes containing pyrotechnic composition. Upon ignition, a shower of colored sparks and sometimes a whistling effect is produced. This device may be provided with a spike for insertion into the ground (spike fountain), a wood or plastic base for placing on the ground (base fountain), or a wood or cardboard handle if intended to be hand-held (handle fountain).
3. Cone fountain: cardboard or heavy paper cone containing pyrotechnic composition. The effect is the same as that of a cylindrical fountain.
4. Illuminating torch: cylindrical tube containing pyrotechnic composition. Upon ignition, colored fire is produced. May be spike, base or hand-held.
5. Wheel: pyrotechnic device attached to a post or tree by means of a nail or string. Each wheel may contain up to six driver units containing pyrotechnic composition. Upon ignition, the wheel revolves producing a shower of color and sparks and sometimes a whistling effect.
6. Ground spinner: small device similar to a wheel in design and effect, placed on the ground and ignited. A shower of sparks and color is produced by the rapidly spinning device.
7. Flitter sparkler: narrow paper tube containing pyrotechnic composition which produces color and sparks upon ignition. This device does not have a fuse for ignition. The paper at one end of the tube is ignited to make the device function.
8. Smoke device: tube or sphere containing pyrotechnic composition which, upon ignition, produces white or colored smoke as the primary effect.

C.D. *Permit for Display of Fireworks.* A permit for display of fireworks may be issued by the fire chief under the provisions as set forth in ACC 8.24.040.

E. Reckless Discharge or Use of Fireworks -- Penalty. Any person who uses or discharges fireworks in a reckless manner that creates a substantial risk of death or serious physical injury to another person or damage to the property of another is guilty of a gross misdemeanor punishable by a maximum penalty of 364 days in jail and/or a \$5,000 fine. Upon conviction, the sentencing court may order restitution for any property damage or loss caused by the offense. (Ord. 5945 § 1, 2005; Ord. 5679 § 1, 2002; Ord. 5385 § 5, 2000.)

8.24.050 Violations – PenaltyPermit revocation and seizure of fireworks

A. ~~Any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction shall be punished by a fine in an amount not exceeding \$1,000, or by imprisonment in jail for a term not exceeding 90 days, or by both. In the case of a conviction for a violation of this chapter~~If a fireworks retailer is convicted of violating this chapter, the city's fire marshal or designee may revoke the retailer's permit, order the fireworks stand closed, and/or may deny approval of a request by the person for a fireworks license or permit for the next year. If a fireworks display operator violates this chapter, the city may revoke the operator's permit, prohibit operation of the display, enforce this chapter through any civil means, and if the operator is convicted of the violation the city may deny a request for a display permit for the next year.

B. A person is guilty of a separate offense for each separate and distinct violation of any provisions of this chapter, and a person is guilty of a separate offense for each day during which they commit or allow to continue any violation of the provisions of this chapter.

C. Any fireworks which are illegally sold, offered for sale, used, discharged, possessed or transported in violation of the provisions of this chapter or of Chapter 70.77 RCW shall be subject to seizure by any police officer or by the city's fire marshal or designee. (Ord. 5679 § 1, 2002.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5500 (Hinman)

Date:

February 21, 2020

Department:

Administration

Attachments:

[Resolution No. 5500](#)

[City of Auburn ED Grant Agreement](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Adoption of Resolution No. 5500 authorizing the Mayor to enter into an agreement with the Port of Seattle for grant funds in the amount of \$65,000.00.

Background Summary:

The Port of Seattle has authorized a 4th round of grant funding for an Economic Development Partnership Program. More than \$962,000 is available to cities in King County as 2 to 1 matching funds. The grant funds are available on a \$1.00 per capita ratio with a maximum of \$65,000.00. As part of the program Cities receiving funding from the Port of Seattle are required to match \$0.50 on the dollar of Port grant monies, equating to \$32,500.00 for the City of Auburn. City matching funds have previously been budgeted for therefore do not require additional unbudgeted funds from the City.

The City of Auburn participated in each of the previous rounds of the partnership programs where, among other things the City established and opened up a Business Incubator located in the Auburn Transit Station.

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

Hinman

Meeting Date: March 2, 2020

Item Number:

RES.A

RESOLUTION NO 5500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO SUBMIT A GRANT FUNDING APPLICATION TO THE PORT OF SEATTLE FOR ECONOMIC DEVELOPMENT PARTNERSHIP PROGRAM FUNDS AND TO ACCEPT AND EXPEND GRANT FUNDS

WHEREAS, the Port of Seattle has authorized an Economic Development Partnership Program to support local economic development activities; and

WHEREAS, more than \$962,000 in matching funds is available to King County cities; and

WHEREAS, if its application is approved, the City of Auburn would receive \$65,000, for the following eligible activities: business recruitment initiatives designed to attract new companies to a region or city; small business development (including incubator/accelerator projects); industry retention and expansion assistance (ex. Maritime, Aerospace, etc.); tourism development; downtown revitalization; commercial or industrial property development; and other community or economic development projects that support new investment and job creation. Auburn may collaborate with regional partners to enhance impact.

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

Section 1. The Auburn City Council authorizes the Mayor to apply to the Port of Seattle for 2020 Economic Development Partnership Program grant

funds. If the application is approved, the Mayor is authorized to enter into grant agreements, and to expend the grant funds within budgeted amounts

Section 2. Implementation. The Mayor is authorized to implement administrative procedures necessary to carry out the directives of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this _____ day of _____, 2020.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney



ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF AUBURN

S-00320187

This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Auburn ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.
2. Responsibilities of the Port. The Port shall contribute Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice detailing those Project deliverables completed in accordance with Exhibit A. Subject to the requirements of this Section and of Section 18 (where applicable), the Port shall make the final payment of the Grant Funds to the Agency no later than November 30, 2020, or receipt of the final report, whichever occurs later.
3. Responsibilities of the Agency.
 - 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
 - 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
 - 3.3 The Agency shall complete the Project by November 30, 2020.
4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on November 30, 2020, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.
6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the

Agency by reason of the Agency's breach as provided by law.

7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices. Notices to the Port shall be sent to the following address:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to the following address:

City of Auburn
Douglas Lein
25 W Main
Auburn WA 98001

16. Audits and Retention of Records. The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

PORT OF SEATTLE

By: Paul Reed
Sr. Manager, Purchasing

Signature

Dated

CITY OF AUBURN

By: Douglas Lein
Economic Development Manager

Signature

Dated

EXHIBIT A - PROJECT

Project Description:

1. The City of Auburn, with this round of Port partnership funding, will again continue to build upon projects from previous years. The vast majority of the partnership funding will continue to be focused on the operations, support and programming of Auburn's Small Business Incubator, with a special focus on refining the Incubator business plan. The City will continue to engage with Community stakeholders, most notably the Green River College's Small Business Development Center, for instruction and one-on-one counseling services.

Marketing of the Incubator to promote the benefits and value of being an Incubator member will also continue to be a focus. The desired result of this marketing focus is to have a net gain in the total number of Incubator members. In 2019, the goal was to increase total membership to 20 members. That goal was not realized last year therefore it will be continued this year. Ultimately by increasing the number of active Incubator members, the City and partnering stakeholders in the Incubator will realize increase job creation and revenue generation via "graduates" of the incubator program.

The City will also continue to add to the Buy Local Auburn initiative seeded by previous years partnership funding. The primary focus for the Buy Local work will be on the continued creation, usability, connect-ability and marketing of the Employer Connect Application started at the end of last year. This application will provide a pipeline and connect-ability between the local businesses and local talent generating institutions.

2. Brief Description Bullets: Summarize the complete scope of work and goals briefly using 2 - 4 bullets. These bullets will be used to describe each city's project(s) to the Port of Seattle Commission.
 - IPZ Small Business Incubator
 - Bring entrepreneurs and startup businesses together in a collaborative environment that provides the necessary tools and resources to launch, grow and commercialize their business
 - The goal is that by surrounding the entrepreneurs and startup businesses with helpful resources, low-cost, professional office space, and a fostering environment many of the barriers to success will be reduced, providing a higher likely hood that the startup business will succeed, grow and provide employment opportunities and tax generation to the community
 - Buy Local Auburn
 - Shopping locals positive effects on the community. Collected sales tax goes to funding street repairs, parks, police, etc.
 - Creates jobs and opportunity for residents and local businesses.
 - Reduces freight and shipping costs for industry when raw materials are sourced locally.
 - Provides industry with opportunity to identify and connect with local talent and talent generating institutions. Provides awareness of local job opportunities for employees enrolled in local institutions. Provides talent generating institutions connection to local industry for guidance on

training and opportunity for enrolled students (Employer Connection portion of Buy Local Auburn).

Scope of Work Description:

Project or component:	Project goal(s):	Outcome(s) and final deliverable(s):	Estimated completion:	Metrics or measures of success:	Describe the short-term, intermediate or long-term outcomes of the project.
1. Business Incubator growth, operations & support.	- Continued programing and operation of the existing Business Incubator. - Increase the total Incubator member count (businesses) to 20 memberships through continued partnerships with Community stakeholders specializing in small business assistance (SBDC, Business Impact NW, SBA-SCORE) and continued marketing highlighting the features and benefits of Incubator membership.	- Review and refresh the Incubator Business Plan. - Contract with Community stakeholders to put on and host classes on How to start your Business, How to write a Business Plan, Business Marketing and others. - Continue to strengthen relationships with other co-work programs, foreign soft-landing programs, entrepreneurship programs and research labs. - Continued marketing presence on digital media platforms highlighting the benefits of Incubator membership.	11/2/2020	- An increase in the total number of members (businesses) slightly changing the demographic to more actively engaged members. - Higher utilization and activation of the space. - Better synergies and collaboration among all Incubator members. - Faster incubation periods, higher volume of tangible results (graduates, jobs created, revenues earned)	- Short-term: Continued activation and utilization of the Incubator Space. - Short-term: Current members continue to progress through the program. - Intermediate: Enhanced awareness of the space and program. - Intermediate: Increased membership. - Intermediate: More startups make it through the infancy stage of business creation. - Long-term: Higher volume of successful business created, jobs produced and tax generation.
2. Business retention, expansion & growth	- Cultivate business to business activities in Auburn by showcasing available resources, products, and services within Auburn. - Foster buy-local synergy	Offer business assistance, workshops, forums and classes of all skill levels (beginner, intermediate & advanced) to established local businesses, start-ups and community members	11/2/2020	- Strengthened ties between local businesses and the City reducing the number of businesses relocating out of Auburn. - Partnering among existing	- Short Term: Buy-in from City's Algona and Pacific of Employer Connect. - Intermediate: Buildout of the site to a point of usability. - Long Term: Local industry fills vacant positions with local talent.

	among business owners, and citizens to escalate activities that increase jobs and tax base.	- interested in entrepreneurship - Further development of a connection tool between local businesses and workforce/talent generating institutions.		- businesses or existing businesses and start-ups, collaboration, mentorship. - Active utilization of the employer connect portion of the BuyLocalAuburn site. Students hired, vacant positions filled.	
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Connection to Port of Seattle interests:

Offering services to promote and support entrepreneurship through the Incubator, support the continued growth of existing businesses through training classes and pipelining available talent provides and encourages the opportunity to create and fill new jobs. The creation 400,000 Port and Port-related jobs in our region is a stated vision of the Port of Seattle. Further, filling and creating living-wage jobs through organic growth puts more disposable income on the streets and in local shops whereby increasing the tax base. Purchase of more goods and services means more goods coming through the sea and airports, directly effecting logistics. It also means a higher level of recreational activity flowing through the sea and airports, all of which fulfil strategic objectives of the Ports Century Agenda.

Project Budget:

Category:	Port of Seattle Funds:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
<i>Project 1 Business Incubator Operations/Support Services</i>	\$40,000	\$20,000	\$0	\$60,000
<i>Project 2 Business Incubator Marketing</i>	\$3,000	\$4,800	\$0	\$7,800
<i>Project 3 Buy Local Auburn Maintenance/Support/Marketing</i>	\$22,000	\$11,000	\$0	\$33,000
<u>Total Funds:</u>	\$65,000	\$35,800	\$0	\$100,800

<u>Percentage contribution to Port Funds*:</u>	100%	55%	0%	
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*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle's total contribution.

Collaboration with Partners:

Auburn will once again partner with the Small Business Development Center to provide one-on-one business consulting and instructional classes. The classes will cover a variety of business topics focused on starting a business, business planning, banking/finance and marketing. The Chamber of Commerce will partner with the City for continued promotion of business-to-business networking and promotion of the instructional classes, forums and workshops. Through the Employer Connection piece of the BuyLocalAuburn initiative, the City will also partner with Green River College and the Auburn School District to populate required training/talent data.

Use of consultants or contractors:

Green River College will be working under contract to provide the afore mentioned services. Auburn will also be seeking contract services to work with City staff on the refresh of the Incubator business plan.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5503 (Gaub)

Date:

February 26, 2020

Department:

Public Works

Attachments:

[Resolution No. 5503](#)

[Mayor's Proclamation](#)

Budget Impact:

\$16,000.00

Administrative Recommendation:

City Council adopt Resolution No. 5503.

Background Summary:

Resolution No. 5503 ratifies the Mayor's Emergency Proclamation made on February 20, 2020 regarding the severe winter storm event that began on January 20, 2020. A state proclamation of emergency was made on February 5, 2020 regarding this storm event. The storm impacted city road conditions and deposited significant debris in the White River upstream of the City's A Street SE Bridge during and following the event. The deposited debris has the potential to cause further flooding upstream of the bridge and is a potential risk to the stability of the City's bridge.

Following the Mayor's Proclamation, the City obtained two quotes for the removal of the debris and awarded the work to River's Edge for a not-to-exceed amount of \$16,000.00. A Hydraulic Project Approval (HPA) was approved by the Washington State Department of Fish and Wildlife for the work and the emergency work was completed on February 25, 2020.

Due to the state declaration of an emergency the City may be able to be reimbursed for these costs by FEMA and will make the appropriate requests.

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

Gaub

Meeting Date: March 2, 2020

Item Number:

RES.B

RESOLUTION NO. 5503

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, DECLARING AN
EMERGENCY WITH RESPECT TO A SEVERE
WINTER STORM EVENT AND WAIVING CERTAIN
CONTRACTING AND BUDGET REQUIREMENTS

WHEREAS, a severe winter storm event began on January 20, 2020, in Western Washington and the State of Washington proclaimed a State of Emergency for several counties, including King and Pierce counties; and

WHEREAS, the storm affected City of Auburn roads and deposited significant debris in the White River upstream of the City's A Street SE Bridge that threatened to cause further flooding; and

WHEREAS, the debris upstream of the A Street SE Bridge posed a significant risk to the life, health, and property of the public and necessitated the City's Emergency Proclamation, 2020-01, to engage in emergency contracting for removal and cleanup of such debris; and

WHEREAS, pursuant to the authority of Section 2.75.090 of the Auburn City Code, the Mayor determined that an emergency existed requiring the completion of the debris removal before additional rain complicated the situation and before additional debris buildup and/or flooding occurred,

WHEREAS, the emergent circumstances that existed warranted moving forward with the debris removal without utilizing the public bid process.

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

Section 1. The City Council ratifies the Mayor's determination that an emergency existed necessitating debris removal from the White River upstream of the City's A Street SE Bridge, and that the emergency condition required the City to enter into a contract or contracts to immediately remove the debris without sufficient time to enable the City to go through the typical bidding and contracting process.

Section 2. The Mayor or Mayor's designee is authorized to negotiate and enter into contracts with qualified contractors to perform the debris removal in the vicinity of the White River upstream of the City's A Street SE Bridge, and that any action taken in furtherance thereof is hereby ratified.

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

Dated and Signed this _____ day of _____, 2020.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

EMERGENCY PROCLAMATION 2020-01

A PROCLAMATION OF EMERGENCY; WAIVING CERTAIN CONTRACTING AND BUDGET REQUIREMENTS, AUTHORIZING STAFF TO IMPLMENT EMERGENCY PURCHASING REQUIREMENTS, AND TO TAKE OTHER STEPS IN RESPONSE TO THE EMERGENCY

WHEREAS, on February 5, 2020, the State of Washington proclaimed a State of Emergency existed in several counties including but not limited to King and Pierce counties related to a severe winter storm event that began on January 20, 2020 under State Proclamation 20-02; and

WHEREAS, the storm affected City of Auburn roads, causing temporary closures of roads due to road conditions, and depositing significant debris in the White River upstream of the City's A Street SE Bridge with the potential to cause further flooding, and resulting in the need to enter into emergency contracts; and

WHEREAS, the impact of the storm affects life, health, property, or the public peace; and

WHEREAS, I have determined that it is necessary for the City to take actions authorized under Chapters 2.75 (Emergency Preparedness) and 3.10.050 (Emergency Purchases-Authorization) of the Auburn City Code ("ACC") and Chapter 38.52 (Emergency Management) of the Revised Code of Washington ("RCW") including, but

not limited to, the definitions in RCW 38.52.010, the authorizations in RCW 38.52.070 and RCW 38.52.110, the liability, immunity, and indemnification provisions of RCW 38.52.180, et. seq.

NOW THEREFORE I, Nancy Backus, Mayor of the City of Auburn, Proclaim as follows:

Section 1. I declare there an emergency has been caused by a severe rain and flooding storm in Western Washington that had a significant impact to the City of Auburn.

Section 2. As authorized by ACC 2.75.090, I assume the authority to enter into contracts and incur obligations, and to take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties, and to provide emergency assistance to persons affected by this emergency.

Section 3. These powers will be exercised in light of the exigencies of the situation without regard to time-consuming procedures and formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, levying of taxes, City-performed or directed work in areas of the City that are subject to moratoria, and the appropriation and expenditure of funds.

Section 4. I delegate to Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency and any emergency condition. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.

Section 5. City staff will take whatever action is determined to be appropriate to respond to the emergency conditions. Department heads and their designees are directed to implement the emergency purchasing procedures in ACC 2.75.110 for any supplies, materials, and equipment necessary to combat the emergency.

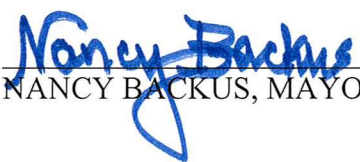
Section 6. I declare that the actions authorized by this Proclamation are necessary to avoid an imminent threat to the public health or safety, to prevent an imminent danger to public and private property, and to prevent an imminent threat of serious environmental degradation, and these actions must be taken within an appropriate time to respond to the emergency.

Section 7. As soon as practicable I will advise and consult with the City Council with respect to all actions taken under the authority of this Proclamation. Any contract entered into under the authority of this Proclamation will be presented to the City Council at the earliest practical time for review and appropriate legislation.

Section 8. This Proclamation will take effect on my signature, and will remain in effect until I rescind it in writing.

Dated and signed: 2. 20. 20

CITY OF AUBURN


NANCY BACKUS, MAYOR