

	City Council Meeting February 18, 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.
---	--

I. CALL TO ORDER

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

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

(RECOMMENDED ACTION: Move to approve the Arts Commission Board Appointment.)

IV. AGENDA MODIFICATIONS

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

- 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

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 (Chair 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 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

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

VIII. UNFINISHED BUSINESS

IX. 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

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6756.)

- B. Ordinance No. 6760 (Thomas)
An Ordinance establishing the Local Sales and Use Tax rate for Local Revitalization Financing for 2020

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6760.)

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

(RECOMMENDED ACTION: Move to adopt Resolution No. 5498.)

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

(RECOMMENDED ACTION: Move to adopt Resolution No. 5499.)

C. Resolution No. 5501 (Gaub)

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

(RECOMMENDED ACTION: Move to adopt Resolution No. 5501.)

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:

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

Date:

February 4, 2020

Department:

Public Works

Attachments:

[Draft Ordinance No. 6735](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

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

Background Summary:

Section 20.06.030 of the Auburn City Code requires the City to hold a public hearing before deciding to approve or reject a franchise application. Franchise Agreement No. FRN19-0006 for Tacoma Water will allow it to continue to operate water pipeline facilities within the City's rights-of-way. The public hearing was set by consent on February 3, 2020.

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

Gaub

Meeting Date: February 18, 2020

Item Number:

PH.1

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

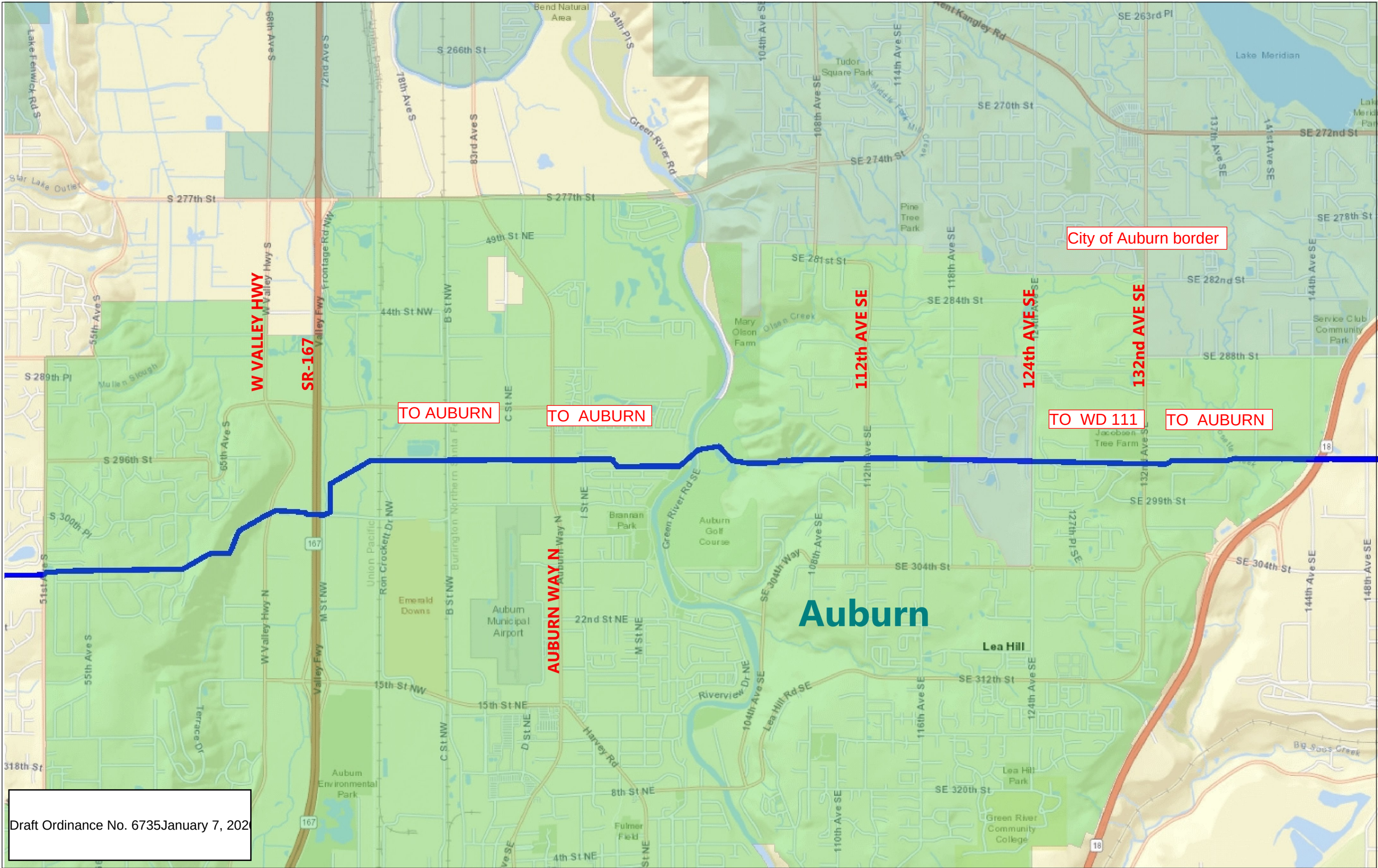
APPROVED AS TO FORM:

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

Draft Ordinance No. 6735 January 7, 202



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

Date and Time: 6/5/2019 9:05 AM
Page 19 of 58

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes
This map was automatically generated using Geocortex Essentials.

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:

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

Date:

February 10, 2020

Department:

Public Works

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of Resolution No. 5501. See Resolution No. 5501 for further action on this item.

Background Summary:

Resolution No. 5501 authorizes City Council to adopt modifications to the 2020-2025 Transportation Improvement Program. The State law that requires the TIP to be updated and adopted on an annual basis also requires a public hearing for TIP modifications. The current TIP was adopted in June 2019 and has since been modified twice to add or modify projects due to changes in funding availability. This proposed TIP modification is needed to reflect recent grant awards as follows:

SUMMARY OF PROPOSED AMENDMENTS TO THE 2020-2025 TIP

Additions: The following projects are proposed to be added to the TIP:

- TIP I-17: Citywide LED Street Lighting and Controls (\$2.70M) – This phase of the project will upgrade all City owned “cobra head” style street lights to LED and add smart lighting control technology. Federal grant funding for this phase of the project was awarded in 2019. Future phases to upgrade other types of City street lights (such as decorative residential and downtown lights) to LED will be considered as additional funding is available.
- TIP P-9: Lea Hill Bridge Deck Preservation (\$0.65M) – This project will grind and overlay the bridge deck in an effort to extend the overall service life of the bridge. Federal grant funding for the project was awarded in January of 2020.
- TIP P-13: 3rd Street SW Bridges Deck Preservation (\$0.67M) – This project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges. The following bridges are included in the project: 3rd Street SW off-ramp, 3rd Street SW over the BNSF tracks, and 3rd Street SW over A Street SW. Federal grant funding for the project was awarded in January of 2020.

Modifications: The following existing projects are proposed to be modified:

- TIP P-4: Bridge Deck Preservation Program (\$0.1M/year) – the 2020 and 2021 funds from this program were reallocated to P-9 and P-13 to provide the required local match for the grant funds.
- TIP P-5: Bridge Structure Preservation Program (\$0.05M/biennium) - the 2020 and 2021 funds from this program were reallocated to P-9 and P-13 to provide the required local match for the grant funds.

The date of the public hearing was set by Council consent on February 3, 2020.

Reviewed by Council Committees:

Councilmember:

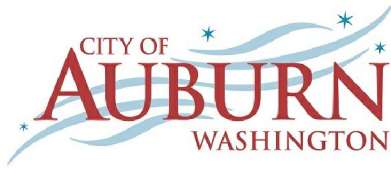
Staff:

Gaub

Meeting Date: February 18, 2020

Item Number:

PH.2



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 3, 2020 Special City Council Meeting

Date:

February 5, 2020

Department:

City Council

Attachments:

[02-03-2020 Special Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

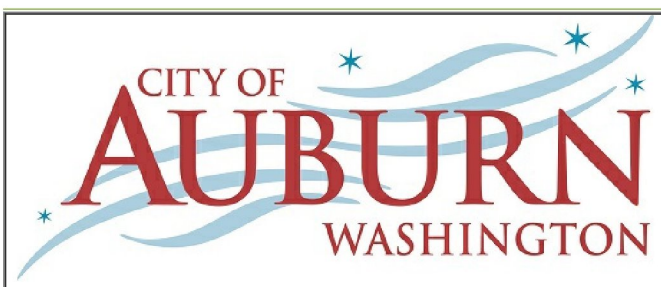
Revised Budget: \$0

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

Meeting Date: February 18, 2020

Staff:

Item Number: CA.A



**Special City Council Meeting
February 3, 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 and led those in attendance in the Pledge of Allegiance.

A. Roll Call

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

Department directors and staff members present included: 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, Chief of Police Dan O'Neil and City Clerk Shawn Campbell.

II. DISCUSSION ITEMS

A. General Fund and General Government Capital and Street Funding Overview (Thomas/Gaub)

Director Thomas provided Council with an overview of the budget process. She reviewed the fund types, reserve policies, 2019-2020 General Fund Budget and provided a summary for the financial sustainability.

Council discussed the LEOFF Board funds, Streamline Sales Tax funds and the funds from each dollar that goes to property taxes and sales tax.

III. ADJOURNMENT

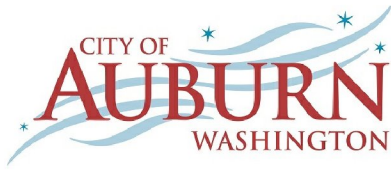
There being no further business to come before the Council, the meeting was adjourned at 6:31 p.m.

APPROVED this 18th day of February, 2020.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the February 3, 2020 Regular Council Meeting

Department:

City Council

Attachments:

[02-03-2020 Minutes](#)

Date:

February 5, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

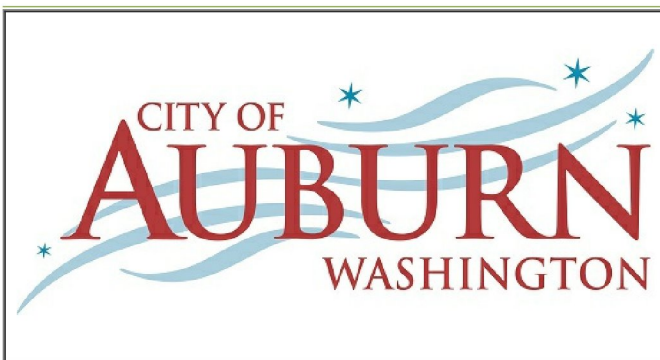
Revised Budget: \$0

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

Meeting Date: February 18, 2020

Staff:

Item Number: CA.B

	City Council Meeting February 3, 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.
---	--

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, Chris Stearns and Yolanda Trout-Manuel, Councilmembers Larry Brown, James Jeyaraj and Robyn Mulenga were excused.

Mayor Nancy Backus and the following department directors and staff members present included: City Attorney Doug Ruth, 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, Chief of Police Dan O'Neil and City Clerk Shawn Campbell.

II. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Mayor Backus read and proclaimed February 7, 2020 as The International Clash Day in the City of Auburn.

III. **AGENDA MODIFICATIONS**

An updated version of Resolution No. 5490 was provided to Council.

IV. **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.

Bob Zimmerman, 33029 46th Pl. S., Auburn
Mr. Zimmerman expressed concerns about a property in his neighborhood.

Katy Kristensen, 707 37th St SE, Auburn
Ms. Kristensen stated she represents Justserve.org they help connect people who want to volunteer with volunteer opportunities.

Virginia Haugen, 2503 R St SE, Auburn
Ms. Haugen expressed concerns about street and traffic safety.

C. Correspondence

There was no correspondence for Council to review.

V. 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)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Deputy Mayor DaCorsi have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VI. 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 December 9, 2019, January 13, 2020 and January 27, 2020 Study Sessions

B. Minutes of the January 21, 2020 Special City Council Meeting

C. Minutes of the January 21, 2020 Regular Council Meeting

D. Claim Vouchers (Thomas)

Claim voucher list dated February 3, 2020 which includes voucher numbers 457328 in the amount of \$2,390,989.69 and one wire transfer in the amount of \$182,621.20

E. Payroll Vouchers (Thomas)

Payroll check numbers 538829 through 538845 in the amount of \$557,150.53 and electronic deposit transmissions in the amount of \$2,112,220.86 for a grand total of \$2,669,371.39 for the period covering January 16, 2020 to January 29, 2020

- F. Setting a Public Hearing Date for Tacoma Water Franchise (Gaub)

City Council to set the date of the Public Hearing for Franchise Agreement No. FRN19-0006 for Tacoma Water

- G. Setting a Public Hearing Date to Modify the Adopted 2020-2025 Transportation Improvement Program (TIP)(Gaub)

City Council to set the date for a public hearing to modify the 2020-2025 Transportation Improvement Program (TIP)

Deputy Mayor DaCorsi moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 4-0

VII. UNFINISHED BUSINESS

There was no unfinished business.

VIII. NEW BUSINESS

There was no new business.

IX. RESOLUTIONS

- A. Resolution No. 5490 (Gaub)

A Resolution setting a Public Hearing to consider the Vacation of Right-of-Way of Vacation No. V1-19

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Resolution No. 5490.

MOTION CARRIED UNANIMOUSLY. 4-0

- B. Resolution No. 5497 (Gaub)

A Resolution adopting the 2019 Annual Transportation Benefit District Report

Councilmember Stearns moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5497.

MOTION CARRIED UNANIMOUSLY. 4-0

X. 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 attended the Association of Washington

Cities (AWC) City Action Days in Olympia, he welcomed a group of Korean student delegates at the Buena Vista Seventh-day Adventist Church and attended an Affordable Housing Committee meeting.

Councilmember Trout-Manuel reported she attended the Association of Washington Cities (AWC) City Action Days in Olympia and a Regional Law and Justice meeting.

Councilmember Baggett reported he attended the Association of Washington Cities (AWC) City Action Days in Olympia.

Councilmember Stearns reported he attended the Association of Washington Cities (AWC) City Action Days in Olympia and the Puget Sound Regional Council meeting.

B. From the Mayor

Mayor Backus reported she attended the quarterly Cities and Schools meeting, Trade and Family Wage Jobs Task Force, the One Night Count, Marshall Island Washington celebration, she was the master of ceremonies at the Miss Auburn Scholarship program, a meeting with Representative Sullivan to request funding for the Auburn Resource Center, Sound Cites newly elected training and will be attending a hearing on House Bill 2907 in Olympia.

XI. ADJOURNMENT

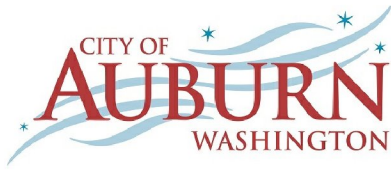
There being no further business to come before the Council, the meeting was adjourned at 7:38 p.m.

APPROVED this 18th day of February, 2020.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claim Vouchers (Thomas)

Date:

February 11, 2020

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers

Background Summary:

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.

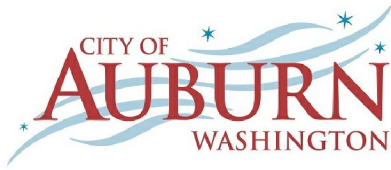
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: February 18, 2020

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)

Date:

February 11, 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 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.

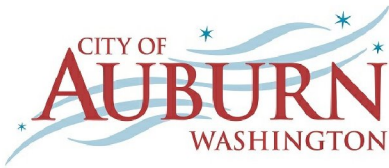
Reviewed by Council Committees:**Councilmember:****Staff:**

Thomas

Meeting Date: February 18, 2020

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6756 (Comeau)

Date:

February 12, 2020

Department:

Legal

Attachments:

[Ordinance No. 6756](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Ordinance No. 6756.

Background Summary:

RCW 9A.36.031 designates assaulting a Police Officer a Class C felony, which can only be charged by a County Prosecutor. If a County declines to file felony charges, the City is left with two options: 1) either charge the suspect with assault 4, which doesn't account for the victim's status as a Police Officer; or 2) charge the suspect with attempted assault 3, which is legally and factually confusing.

This Ordinance would create a new section to the Auburn City Code that 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.

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

Comeau

Meeting Date: February 18, 2020

Item Number:

ORD.A

ORDINANCE NO. 6756

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CREATING A NEW SECTION TO CHAPTER 9.14.050 OF THE AUBURN CITY CODE RELATED TO ASSAULT

WHEREAS, RCW 9A.36.031(1)(g) criminalizes assaulting a police officer as a class C felony that only County prosecutors can charge;

WHEREAS, if a County declines to charge this offense, cities are left with two imperfect gross misdemeanor prosecution options: 1) charge the suspect with assault 4 under RCW 9A.36.041 (which does not account for the victim's status as a police officer); or 2) charge the suspect with attempted assault 3 (which is legally and factually confusing in cases alleging a completed assault);

WHEREAS, the case of City of Spokane v. White (102 Wn. App. 955) holds that the State has not preempted laws criminalizing assault;

WHEREAS, other City officers, such as animal control, code enforcement, and parking enforcement officers, also deserve enhanced legal protection from assaults occurring in the course of their work;

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

Section 1. New Section to City Code. A new section 9.14.050 of the Auburn City Code is hereby created to read as follows:

9.14.050 Assaulting a City officer

It is a gross misdemeanor for any person aged 18 years or older to assault a City of Auburn police officer, animal control officer, code enforcement officer, or parking enforcement officer while the officer is performing official duties. A violation of this section is punishable by a maximum penalty of 364 days in jail

and/or a \$5,000 fine. A violation of this section carries a mandatory minimum penalty of 30 days in jail.

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

Section 3. 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: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6760 (Thomas)

Date:

February 12, 2020

Department:

Finance

Attachments:

[Ordinance No. 6760](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Ordinance No. 6760.

Background Summary:

Ordinance No. 6760 levies a 0.0192% sales tax credit against the state sales tax for local revitalization financing. SB 5045 authorizing the tax credit was passed by the state legislature during the 2009 regular session. The intent of the legislation was to provide financial assistance to Cities to assist with financing public improvements in an identified revitalization area to promote community and economic development.

The City first applied for the use of local revitalization financing on August 11, 2009 and the Department of Revenue approved the City's application on September 16, 2009, authorizing up to \$250,000 per year for the local revitalization program (Promenade capital improvements).

In 2010, the City issued \$7.24 million in 2010 C/D Bonds for the purpose of funding capital improvements for the Promenade. Annual debt service payments for these bonds continue through the year 2034. Funds from EDA grants, combined with REET2 funds and interest earnings, are used to pay for the annual debt service costs of the local revitalization project. As of the end of 2019, the remaining principal balance was \$5.4 million.

The tax credit is available to the City for up to 25 years. 2020 will be the eleventh year that the City has asked the State for the tax credit. As provided by the state, in order for the City to continue receiving the tax credit, the City must request this each year by Ordinance.

Based upon historical taxable retail sales, the above rate of 0.0192% is estimated to generate \$250,000 for local revitalization funding during the State's fiscal year, July 1, 2020 to June 30, 2021.

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

Thomas

Meeting Date: February 18, 2020

Item Number:

ORD.B

ORDINANCE NO. 6760

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, ESTABLISHING
THE LOCAL SALES AND USE TAX RATE FOR
LOCAL REVITALIZATION FINANCING FOR 2020

WHEREAS, The City of Auburn ("City") enacted Ordinance No. 6301 on April 19, 2010, which established a local sales and use tax as provided for in Section 39.14.510 of the Revised Code of Washington ("RCW"); and,

WHEREAS, this tax is imposed in order to pay the debt service on Local Revitalization Financing bonds in accordance with Chapter 39.104 RCW; and,

WHEREAS, Chapter 39.104 RCW provides that the City shall, from time to time, adjust the tax rate so that it is set at the rate reasonably necessary to receive the state contribution over 10 months, in accordance with RCW 82.14.510(3); and

WHEREAS, the Local Sales and Use Tax Rate is set at a rate to generate approximately \$250,000.00 between July 1, 2020 through June 30, 2021, for Local Revitalization Financing.

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

Section 1. The sales and use tax rate initially established in Section 3.2 of Ordinance No. 6301, and most recently amended by Ordinance No. 6711, is hereby amended to 0.0192%, effective July 1, 2020.

Section 2. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 3. 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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5498 (Thomas)

Date:

February 12, 2020

Department:

Finance

Attachments:

[Resolution No. 5498](#)

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5498.

Background Summary:

City financial management policies, which are approved as part of the Biennial Budget, provide for issuance of interfund loans with approval from Council. Interfund loans provide operational flexibility to cover authorized expenditures, such as when the City is awaiting reimbursement of expenses from grants, the collection of user fees such as vehicle license fees, or receipt of tax credits.

Council approval of Resolution No. 5498 will authorize the City's Finance Department to prepare an interfund loan, if and when it may be needed, from the General Fund and/or the Cumulative Reserve Fund to a fund or funds supported by grants, fees, or tax credits in the event the City is awaiting reimbursement of federal, state or local grant funds, collection of user fees, or receipt of tax credits. The authority is limited to \$2.5 million and the resolution is effective for 3 years through February 2023, at which time its authority will lapse.

Council authorization is requested to enable the aforementioned flexibility in 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.

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

Thomas

Meeting Date: February 18, 2020

Item Number:

RES.A

RESOLUTION NO. 5498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, 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

WHEREAS, there may be insufficient funds available from time to time during the period February 2020 to February 2023 in a fund or funds supported by grants, fees, and/or tax credits to cover authorized expenditures prior to reimbursement from federal, state and local grant monies, which have been approved for allocation to the City and for which contracts have been executed, or the collection of user fees, or the receipt of tax credits from the State of Washington; and

WHEREAS, the General Fund and/or the Cumulative Reserve Fund contain sufficient funds for the transfer of funds in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) for the purpose of making loans to cover authorized expenditures in funds sustained by grants, fees, or tax credits; and

WHEREAS, in the event a loan is made from the General Fund (Fund No. 001) and/or the Cumulative Reserve Fund (Fund No. 122) to a fund sustained by a grant, fee or tax credits, the loan shall be interest free.

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

Section 1. Authorization. During the time period February 2020 to February 2023, the Finance Director is authorized to transfer funds from the General Fund and/or the Cumulative Reserve Fund to a fund sustained by grants, fees, or tax credits, for the purpose of making an interest free loan to the fund when there are insufficient funds available in the fund to cover authorized expenditures while the City waits for federal, state and local grant monies which have been approved for allocation to the City and for which contracts have been executed, or for the collection of user fees, or for the receipt of tax credits. Any transfer of funds for this purpose shall be in an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) per fund per year.

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

Section 3. Effective date. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

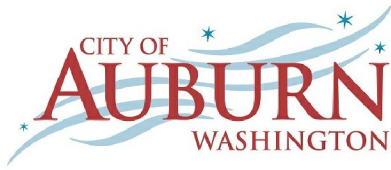
NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5499 (O'Neil)

Department:

Police

Attachments:

[Resolution No. 5499](#)

[Addendum 1](#)

Date:

February 11, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5499.

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

Meeting Date: February 18, 2020

Staff:

O'Neil

Item Number:

RES.B

RESOLUTION NO. 5499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING ADDENDUM 1 TO THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN, FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF SEATTLE, FOR THE CREATION OF THE VALLEY SPECIAL WEAPONS AND TACTICS TEAM, ADMITTING THE CITY OF DES MOINES AS A PARTICIPATING MEMBER

WHEREAS, in 2010, the jurisdictions of Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle executed an Interlocal Cooperative Agreement (ILA) for the creation of the Valley Special Weapons and Tactics Team (VSWAT); and

WHEREAS, pursuant to Section IV of the ILA, the future admission of a jurisdiction to VSWAT may be accomplished by an addendum; and

WHEREAS, the City of Des Moines petitioned the VSWAT executive board for membership and received unanimous approval subject to the approval of each participating jurisdiction's legislative body.

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

Section 1. The Mayor is authorized to execute Addendum 1 to the Interlocal Cooperative Agreement between Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle, for the Creation of the Valley Special Weapons and Tactics Team, which Addendum will be in substantial conformity with that attached as Exhibit A.

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

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

**ADDENDUM 1: TO THE
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN,
FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF SEATTLE, FOR
THE CREATION OF THE VALLEY SPECIAL WEAPONS AND TACTICS TEAM**

WHEREAS, the document dated August 19, 2010 entitled "Interlocal Cooperative Agreement (ILA) between Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle, for creation of the Valley Special Weapons and Tactics (SWAT) Team" was executed by the participating jurisdictions for the purpose of establishing and maintaining a multi-jurisdictional SWAT Team to respond to high risk criminal occurrences, and

WHEREAS, pursuant to Section IV of the Agreement, the future admission of a jurisdiction as a member of the SWAT Team may be accomplished by an addendum to the agreement, and

WHEREAS, the City of Des Moines has petitioned the Executive Board for membership and has received unanimous approval subject to approval of this Addendum;

NOW, THEREFORE, in consideration of the foregoing, THE PARTIES HERETO AGREE as follows:

Pursuant to the approval and execution of this Addendum, the City of Des Moines will be admitted as a member of the Valley SWAT Team subject to the terms of the existing Valley SWAT Team Interlocal Agreement.

Except as modified hereby, all other terms and conditions of the Valley SWAT Team Interlocal Agreement remain in full force and effect.

This Addendum shall be executed on behalf of the City of Des Moines and each participating jurisdiction by its authorized representative pursuant to an appropriate resolution or ordinance of the governing body of the City of Des Moines and each participating jurisdiction. This Addendum shall be deemed effective upon the last date of execution by the last authorized representative. This Addendum may be executed by counterparts and be valid as if each representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Addendum on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Addendum.

Mayor, City of Auburn Date

City Attorney, City of Auburn Date

City Clerk, City of Auburn Date

Mayor, City of Renton Date

City Attorney, City of Renton Date

City Clerk, City of Renton Date

Mayor, City of Tukwila Date

City Attorney, City of Tukwila Date

City Clerk, City of Tukwila Date

Mayor, City of Kent Date

City Attorney, City of Kent Date

City Clerk, City of Kent Date

Mayor, City of Federal Way Date

City Attorney, Federal Way Date

City Clerk, City of Federal Way Date

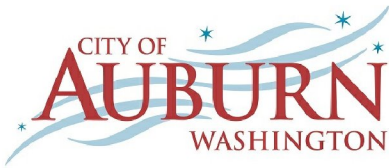
City Manager, City of Des Moines Date

City Attorney, City of Des Moines Date

City Clerk, City of Des Moines Date

Chief Executive Officer, Port of Seattle Date

Port Counsel, Port of Seattle Date



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5501 (Gaub)

Department:

Public Works

Attachments:

[Resolution No. 5501](#)

[Exhibit A](#)

Date:

February 10, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5501.

Background Summary:

Resolution No. 5501 authorizes City Council to adopt modifications to the 2020-2025 Transportation Improvement Program. The State law that requires the TIP to be updated and adopted on an annual basis also requires a public hearing for TIP modifications. The current TIP was adopted in June 2019 and has since been modified twice to add or modify projects due to changes in funding availability. This proposed TIP modification is needed to reflect recent grant awards as follows:

SUMMARY OF PROPOSED AMENDMENTS TO THE 2020-2025 TIP

Additions: The following projects are proposed to be added to the TIP:

- TIP I-17: Citywide LED Street Lighting and Controls (\$2.70M) – This phase of the project will upgrade all City owned “cobra head” style street lights to LED and add smart lighting control technology. Federal grant funding for this phase of the project was awarded in 2019. Future phases to upgrade other types of City street lights (such as decorative residential and downtown lights) to LED will be considered as additional funding is available.
- TIP P-9: Lea Hill Bridge Deck Preservation (\$0.65M) – This project will grind and overlay the bridge deck in an effort to extend the overall service life of the bridge. Federal grant funding for the project was awarded in January of 2020.
- TIP P-13: 3rd Street SW Bridges Deck Preservation (\$0.67M) – This project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges. The following bridges are included in the project: 3rd Street SW off-ramp, 3rd Street SW over the BNSF tracks, and 3rd Street SW over A Street SW. Federal grant funding for the project was awarded in January of 2020.

Modifications: The following existing projects are proposed to be modified:

- TIP P-4: Bridge Deck Preservation Program (\$0.1M/year) – the 2020 and 2021 funds from this program were reallocated to P-9 and P-13 to provide the required local match for the grant funds.
- TIP P-5: Bridge Structure Preservation Program (\$0.05M/biennium) - the 2020 and 2021 funds from this program were reallocated to P-9 and P-13 to provide the required local match for the grant funds.

Reviewed by Council Committees:

Councilmember:

Staff:

Gaub

Meeting Date: February 18, 2020

Item Number:

RES.C

RESOLUTION NO. 5501

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE MODIFICATION OF THE 2020-2025 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN

WHEREAS, RCW 35.77.010 requires that the legislative body of each City prepare and adopt a comprehensive Transportation Improvement Program for the ensuing six years, but only after conducting a public hearing; and

WHEREAS, a public hearing to review the 2020-2025 Transportation Improvement Program for the City of Auburn was held on February 18, 2020 at the hour of 7:00 p.m. in the Council Chambers of the Auburn City Hall, pursuant to notice published in the legal newspaper of the City of Auburn on February 6, 2020.

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

Section 1. The modifications to the 2020-2025 comprehensive Transportation Improvement Program are adopted, which will be in substantial conformity with the attached Exhibit "A."

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

Section 3. This Resolution shall take effect and be in full force on 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

Exhibit A

Six Year Transportation Improvement Plan

TIP# I-17

CAPITAL IMPROVEMENT FUND (328)

Project Title: **Citywide LED Street Lighting and Controls**
 Project No: **cp1920**
 Project Type: **Non-Capacity**
 Project Manager: **Scott Nutter**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

This project will convert all City owned street lights to LED. The first phase of the project will convert all City owned "cobra head" street lights to LED and add smart lighting control technology. Federal grant funding for this phase of the project was awarded in 2019. Future phases to upgrade other types of City street lights (such as decorative residential and downtown lights) to LED will be considered as additional funding is available.

Progress Summary:

A detailed audit of all existing City owned lights and the design phase of the project have been completed. The construction phase of the project is programmed to begin during Spring 2020.

Future Impact on Operating Budget:

This project is anticipated to have a positive impact to the operating budget for street maintenance.

Activity:	2019 YE		Budget			Forecast Project Cost				Total Project Cost
	Prior to 2019	Estimate	2020	2021	2022	2023	2024	2025	Beyond 2025	
Funding Sources:										
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Secured Grant	-	-	497,988	2,012	-	-	-	-	-	500,000
REET 2	-	-	1,813,000	37,000	-	-	-	-	-	1,850,000
Other (PSE)	-	-	350,000	-	-	-	-	-	-	350,000
Total Funding Sources:	-	-	2,660,988	39,012	-	-	-	-	-	2,700,000
Capital Expenditures:										
Design	-	-	112,294	-	-	-	-	-	-	112,294
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	2,548,694	39,012	-	-	-	-	-	2,587,706
Total Expenditures:	-	-	2,660,988	39,012	-	-	-	-	-	2,700,000

Six Year Transportation Improvement Plan

TIP# P-9

ARTERIAL PRESERVATION FUND (105)

Project Title: **Lea Hill Bridge Deck Preservation**
 Project No: **CP2007**
 Project Type: **Preservation**
 Project Manager: **TBD**

STIP# AUB-N/A

LOS Corridor ID# 19

Description:

This project will grind and overlay the bridge deck in an effort to extend the overall service life of the bridge.

Progress Summary:

Federal Grant funding was awarded in 2020.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Funding Sources:	2019 YE Prior to 2019 Estimate	Budget			Forecast Project Costs				Total Project Cost
			2020	2021	2022	2023	2024	2025	Beyond 2025	
	<i>Arterial Preservation Fund</i>	-	50,000	50,000	-	-	-	-	-	100,000
	<i>Secured Federal Grant</i>	-	30,000	517,850	-	-	-	-	-	547,850
	<i>Other</i>	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	80,000	567,850	-	-	-	-	-	647,850
	Capital Expenditures:									
	<i>Design</i>	-	80,000	-	-	-	-	-	-	80,000
	<i>Right of Way</i>	-	-	-	-	-	-	-	-	-
	<i>Construction</i>	-	-	567,850	-	-	-	-	-	567,850
	Total Expenditures:	-	80,000	567,850	-	-	-	-	-	647,850

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-13

Project Title: **3rd Street SW Bridges Deck Preservation**
 Project No: **CP2006**
 Project Type: **Preservation**
 Project Manager: **TBD**

STIP# AUB-N/A

LOS Corridor ID# 2

Description:

This project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges. The following bridges are included in the project: 3rd Street off-ramp, 3rd Street SW over the BNSF tracks, and 3rd Street SW over A Street SW.

Progress Summary:

Federal Grant funding was awarded in 2020.

Future Impact on Operating Budget:

There is no impact to the street maintenance budget.

Activity:	Funding Sources:	2019 YE Prior to 2019 Estimate	Budget			Forecast Project Costs				Total Project Cost
			2020	2021	2022	2023	2024	2025	Beyond 2025	
	<i>Arterial Preservation Fund</i>	-	100,000	50,000	-	-	-	-	-	150,000
	<i>Secured Federal Grant</i>	-	20,000	503,540	-	-	-	-	-	523,540
	<i>Other</i>	-	-	-	-	-	-	-	-	-
	Total Funding Sources:	-	120,000	553,540	-	-	-	-	-	673,540
	Capital Expenditures:									
	<i>Design</i>	-	120,000	-	-	-	-	-	-	120,000
	<i>Right of Way</i>	-	-	-	-	-	-	-	-	-
	<i>Construction</i>	-	-	553,540	-	-	-	-	-	553,540
	Total Expenditures:	-	120,000	553,540	-	-	-	-	-	673,540

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-4

Project Title: **Bridge Deck Preservation Program**
 Project No: **Varies**
 Project Type: **Preservation**
 Project Manager: **Scott Nutter**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

This is an annual program to fund the rehabilitation of bridge decks as identified by the City's annual bridge inspection program.

Progress Summary:

The 2020 and 2021 budget are being used as the local match for grant funds awarded to P-9 and P-13.

Future Impact on Operating Budget:

This project will have no impact on the operating budget for street maintenance.

Activity:	2019 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
		Prior to 2019	2020	2021	2022	2023	2024	2025	Beyond 2025
Funding Sources:									
Arterial Preservation Fund	-	100,000	-	-	100,000	100,000	100,000	100,000	-
Unsecured Grant	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	100,000	-	-	100,000	100,000	100,000	100,000	-
	-								
Capital Expenditures:									
Design	-	10,000	-	-	10,000	10,000	10,000	10,000	-
Right of Way	-	-	-	-	-	-	-	-	-
Construction	-	90,000	-	-	90,000	90,000	90,000	90,000	-
Total Expenditures:	-	100,000	-	-	100,000	100,000	100,000	100,000	-

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-5

Project Title: **Bridge Structure Preservation Program**
 Project No: **Varies**
 Project Type: **Preservation**
 Project Manager: **Scott Nutter**

STIP# AUB-N/A

LOS Corridor ID# N/A

Description:

This is a bi-annual program to fund improvements to bridge structures identified by the City's annual bridge inspection program.

Progress Summary:

Future Impact on Operating Budget:

This project will have no impact on the operating budget for street maintenance.

Activity:	Prior to 2019	2019 YE Estimate	Budget			Forecast Project Cost				Total Project Cost
			2020	2021	2022	2023	2024	2025	Beyond 2025	
Funding Sources:										
Arterial Preservation Fund	-	-	-	-	50,000	-	50,000	-	50,000	150,000
Grants (Fed, State, Local)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	-	-	-	-	50,000	-	50,000	-	50,000	150,000
Capital Expenditures:										
Design	-	-	-	-	5,000	-	5,000	-	5,000	15,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	45,000	-	45,000	-	45,000	135,000
Total Expenditures:	-	-	-	-	50,000	-	50,000	-	50,000	150,000