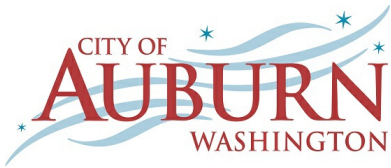


**City Council Study Session Finance,
Technology and Economic Development
Special Focus Area
August 26, 2019 - 5:30 PM
City Hall Council Chambers
AGENDA
Watch the meeting LIVE!**

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

- I. CALL TO ORDER
 - A. Roll Call
- II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS
- III. AGENDA ITEMS FOR COUNCIL DISCUSSION
 - A. Draft Ordinance No. 6727 (Gaub) (5 Minutes)
An Ordinance of the City Council of the City of Auburn, Washington, granting New Cingular Wireless PCS, LLC, a franchise for wireless telecommunications facilities
 - B. One Stop Shop Approach (Hinman) (20 Minutes)
Discussion on future homeless and human services in Auburn
 - C. 2019 Fireworks Report (Pierson) (20 Minutes)
- IV. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS
 - A. IT Update (Travis) (20 Minutes)
- V. OTHER DISCUSSION ITEMS
- VI. NEW BUSINESS
- VII. MATRIX
 - A. Matrix
- VIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Draft Ordinance No. 6727 (Gaub) (5 Minutes)

Date:

August 14, 2019

Department:

Public Works

Attachments:

[Draft Ordinance No. 6727 Franchise Agreement](#)
[No. FRN19-0014](#)

Budget Impact:

Current Budget: \$0
Proposed Revision: \$0
Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

New Cingular Wireless PCS, LLC has applied for a Franchise Agreement to be able to construct within the City's rights-of-way a small wireless facilities network. New Cingular Wireless wants to provide personal wireless telecommunications and data communications services for the benefit of wireless communications subscribers in and around the City of Auburn.

The initial proposed build-out includes multiple locations throughout the City on City owned poles and PSE owned poles. The applicant is requesting the entire City as the proposed franchise area so that they can build out their small cell network. Exact locations, plans, engineering and construction schedules would be reviewed, approved and managed through the City's permitting processes that are a requirement of the Franchise Agreement.

A Public Hearing to consider this application and hear public comment is scheduled before the City Council on September 3, 2019 in accordance with Auburn City Code Chapter 20.06.030.

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

Gaub

Meeting Date: August 26, 2019

Item Number:

ORDINANCE NO. 6727

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING NEW CINGULAR WIRELESS PCS, LLC, A FRANCHISE FOR WIRELESS TELECOMMUNICATIONS FACILITIES

WHEREAS, New Cingular Wireless PCS, LLC (“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 Grantee’s facilities in, on, over, under, along and/or across those right(s)-of-way; and

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

WHEREAS, based on the 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 to grant the franchise 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 Agreement, the City grants to the Grantee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Grantee may locate the Grantee Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore and repair Grantee Facilities to provide Wireless Telecommunications 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 Wireless Telecommunications Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Wireless Telecommunications 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, for any purpose that does not interfere with Grantee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, 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, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

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

Section 2. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City.

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: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. City of Auburn Wireless Franchise Agreement (WA)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Auburn Wireless Franchise Agreement (WA)
208 S. Akard Street
Dallas, TX 75202-4206

B. Any changes to the above-stated Grantee information shall be sent to the City at City’s notice addresses, referencing the number of this Ordinance.

C. The City may also contact Grantee at the following number during normal business hours and for emergency or other needs outside of normal business hours of the Grantee: (800) 832-6662.

Section 3. Term of Agreement

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

B. Renewal Option of Term: The Grantee may renew this Franchise for one, 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 in that section (currently not more than 240 and not less than 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 Telecommunications 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

Draft Ordinance No. 6727
July 30, 2019
Franchise Agreement No. FRN19-0014
Page 3 of 17

For the purpose of this agreement:

A. "ACC" or "City Code" means the Auburn City Code.

B. "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.

C. "Franchise Area" means all present and future Rights-of-Way as defined in Section 4.H. herein, within the City Limits as they currently exist or as amended in the future.

D. "Grantee Facilities" means any and all equipment, appliances, attachments, appurtenances and other items necessary for Telecommunications Services or "personal wireless services" as defined in RCW 80.36.375 or 35.99.010(7), respectively, that are located in the Right-of-Way. It includes microcell, minor and small cell facilities and strand-mounted units.

Grantee Facilities do not include anything used to provide wireline services, front-haul or back-haul services, including fiber optic cables, coaxial cables, wires, conduit or other equipment, appliances, attachments and appurtenances. They do not include any equipment that is not within ten (10) feet of the pole (excluding any strand-mounted unit) or base station, or that is not within the Right-of-Way, or that is covered under a separate Franchise Agreement or agreement.

E. "Grantee's Wireless Telecommunications Services" means the transmission and reception of wireless communications signals, including but not limited to personal wireless and data communications services, over Licensee's federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission, and in accordance with the terms of this Agreement, for the benefit of wireless communications subscribers in and around the Franchise Area.

F. "Maintenance" or "maintain" shall mean examining, testing, inspecting, repairing, maintaining, restoring and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

G. "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.

H. "Rights-of-Way" means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, shoulders, curbs, landscaping areas between sidewalks and curbs or shoulders, and other public rights-of-ways and similar public properties and areas to the extent that the City has the authority to grant permission to use any of the foregoing. It does not include structures, including poles and conduit, located in the right-of-way and, any other property owned by the City in its proprietary capacity.

Section 5. Acceptance of Franchise

A. This Franchise shall not become effective until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees per the City Fee Schedule. These four items shall collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

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

Section 6. Location, Siting, Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits, approvals and facilities lease agreements as required under ACC Chapters 12.24, 13.32A and 20 for any work done within the Right-of-Way or to site Grantee Facilities on any facilities, structures or poles owned by third parties within the Right-of-Way or on any City-owned facilities, structures or poles within the Right-of-Way. City Council authorizes the Director of Public Works or the Director's designee to negotiate and execute all agreements necessary for the use of City owned property. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

Grantee shall be required to submit the appropriate application to the City related to siting within the public Right-of-Way as provided under this Franchise, for review and approval by the City Engineer, prior to submitting an application for a construction permit(s) for any and all locations in the public Right-of-Way, whether Grantee is proposing to locate on City owned facilities, structures or poles, or on third party owned facilities, structures or poles. The siting application shall be submitted to the City and shall be in addition to any other required permits for construction, building, land use, zoning, lease agreements or other approvals as required by applicable City Code.

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

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

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

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

Section 7. Repair and Emergency Work

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

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any property, Grantee will restore, at its own cost and expense, the property to a safe condition. Upon returning property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). Such repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 9. Location Preference

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

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

Section 10. Grantee Information

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee’s activities and fulfill any municipal obligations under state law. This information shall include, at a minimum, as-built drawings of Grantee Facilities, including installation inventory, and maps and plans showing the location of existing Grantee Facilities and planned Grantee Facilities(to the extent that maps and plans showing planned facilities are available) within the Rights of Way. This information

may be requested either in hard copy or electronic format, compatible with the City's data base system, as now or hereinafter exists, including the City's Geographic Information System (GIS) data base. Upon the City's request, Grantee shall inform the City of its long range plans for installation, if such plans are available, so that the City may coordinate any future development with Grantee's proposed designs. If such plans are not immediately available, are not finalized, or are proprietary in nature, then Grantee is under no obligation to provide such information to the City. Should the Grantee fail, for any reason, to provide information regarding its long range plans or planned Grantee Facilities upon the City's request, then the City is under no obligation to coordinate with, account for or authorize their facilities in future Right-of-Way projects or 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; however, nothing in this Section shall be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards to protect the confidential or proprietary nature of the information. Accordingly, in the event the City receives a public records request under applicable state or federal law, the City agrees to notify the Grantee of such request related to the Grantee, and to give the Grantee ten (10) working days to obtain an injunction prohibiting the release of the records.

C. Grantee shall defend, indemnify and hold the City harmless 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, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Pursuant to Auburn City Code Chapter 13 and Chapter 20 as currently written or as amended in the future, except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Right-of-Way.

B. If securement, adjustment 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.

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 all or a portion of the Grantee Facilities, the Grantee shall, at the City’s discretion, either abandon in place or remove the affected facilities.

B. Grantee may ask the City in writing to abandon, in whole or in part, all or any part of the Grantee Facilities. Any plan for abandonment of Grantee Facilities must be approved in writing by the City, which approval shall not be unreasonably withheld.

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

Section 13. Undergrounding

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

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

Section 14. Indemnification and Hold Harmless

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, contractors and employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities including attorneys’ fees arising out of or in connection with the Grantee’s performance (including Grantee’s agents’ or representatives’ performances) under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or willful misconduct of the City or its officers, officials, agents and employees. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the

event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials or employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence or willful misconduct of the City, or its employees, contractors and agents performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services with regard to work performed by or at the direction of Grantee. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

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

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnity claims made by the City against Grantee or claims made by Grantee's employees directly against the City. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 15. Insurance

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

1. Commercial Automobile Liability insurance ISO Form CG 00 01 covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident including contractual liability. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form used by Grantee, so long as it provides equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$5,000,000.00 each occurrence for bodily injury and property damage and, \$5,000,000.00 general aggregate including \$5,000,000.00 products-completed operations aggregate limit, premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability coverage. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be included as an additional insured as their interest may appear under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise by means of a blanket additional insured endorsement using ISO Additional Insured Endorsement for Ongoing Operations, CG 20 10 10 01 and Additional Insured Completed Operations Endorsement, CG 20 37 10 01, or substitute endorsements utilized by Grantee providing equivalent coverage.

3. Professional Liability insurance with limits of \$1,000,000.00 per claim and aggregate covering the negligence, acts, errors, and/or omissions of Grantee in the performance of professional services under this Franchise.

4. Workers' Compensation coverage (or qualified self-insurance coverage) as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies shall:

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

2. Upon receipt of appropriate notice from its insurer(s), Grantee shall provide the City with thirty (30) days prior written notice of cancellation or nonrenewal of any of the required insurance policies that are not replaced.

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

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

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

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

Section 16. Performance Security

The Grantee shall provide the City with a bond or financial guarantee in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City, for all of the Grantee Facilities in the City. If Grantee fails to substantially comply with any one or more of the provisions of this Franchise, the City shall recover jointly and severally from the Grantee, bond or any surety of such financial guarantee, any actual and direct damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs and the cost of removal or abandonment of facilities. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute a material breach of this Franchise. Such a bond or financial guarantee shall not be construed to limit the Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 17. Successors and Assignees

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

B. This Franchise shall 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 shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and

conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee which shall be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

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

E. Transactions between affiliated entities are not exempt from the required City approval. Grantee shall promptly notify the City in writing prior to any proposed change in, or transfer of, or acquisition by any other party of control of the Grantee's company. Notification shall include those items set out in subsection 17.C (1) through (3) herein above.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Agreement, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

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

Section 19. Enforcement and Remedies

A. If the Grantee shall willfully violate, or fail to comply with any of the provisions of this Franchise through negligence, or should it fail to heed or comply

with any notice given to Grantee under the provisions of this Agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of receipt of written notification. If the parties determine 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 (2) terminate Franchisee's use of the specific portion(s) of the ROW to which the default(s) pertains at the discretion of the City Engineer, or (3) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the bond or financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise (collectively, "Laws"). Furthermore, notwithstanding any other terms of this Agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days or within such other timeframe as

determined by the City, of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification. The City shall retract its notice of termination if the City determines that the Grantee is in compliance with the amendment or modification within such 30-day period. The City may grant longer than the 30-days to comply if the Grantee provides notice to the City of its intent to comply and can demonstrate good-faith efforts to reach compliance to the satisfaction of the City.

Section 21. License, Fees, Tax and Other Charges

Grantee shall pay promptly and before they become delinquent, all fees and charges for all applicable permits, licenses and construction approvals imposed by the City for Grantee's permitted use of the Grantee Facilities within the Rights-of-Way. This Franchise shall not exempt the Grantee from any future license, fee, tax, or charge, which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

Section 25. Implementation.

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

Section 26. Effective date.

Draft Ordinance No. 6727
July 30, 2019
Franchise Agreement No. FRN19-0014
Page 15 of 17

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Steven L. Gross, City Attorney

Published: _____

Exhibit A

STATEMENT OF ACCEPTANCE

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

By: _____
Name: _____
Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

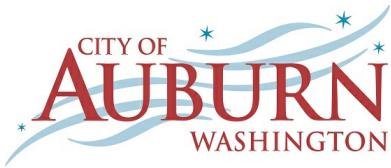
On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____ the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary 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:

One Stop Shop Approach (Hinman) (20 Minutes)

Department:

Administration

Attachments:

[One Stop Shop Approach](#)

Date:

August 22, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background Summary:

The City of Auburn has the opportunity to lease space in north Auburn to create a consolidated social services hub. This briefing will update the City Council on current status of services and future goals.

Reviewed by Council Committees:

Councilmember:

Meeting Date: August 26, 2019

Staff:

Hinman

Item Number:

Auburn Consolidated Resource Center

For the last decade City staff and elected officials have had a variety of conversations about the goal of establishing a consolidated hub where disadvantaged members of our community could more efficiently obtain a variety of community, social and human services. When the Sundown night shelter that was located at Valley Cities was moved earlier this year back to the City-owned building in Veterans Memorial Park, the Mayor resurrected the conversation by tasking staff with taking a look at available property and buildings in Auburn that might offer an opportunity to make this goal come to reality. This assignment has led to an opportunity to enter into a long term lease of approximately 23,000 square feet of existing building space located at 2802-2818 Auburn Way North.

During the search for available space within the City, staff also visited and toured existing centers within our region and identified the Together Center in Redmond, WA as a model to emulate (see attached campus map or visit their website at <https://www.togethercenter.org/>). While the needs in Auburn are not identical to the needs in Redmond, the vision of a resource hub where multiple services and service providers are stationed is a desired format that would benefit our community. Auburn's vision for this hub includes the following:

- Relocating the day center located on I Street NE
- Moving the night shelter and increasing capacity from 30 beds to approximately 65 beds that can be further expanded during inclement weather
- Providing a space for King County to fulfill their goal of establishing a once a week Community Court in Auburn
- Providing a space for 20+ service providers to be present and available when court is in session (e.g. addiction resources, housing placement, mental health providers, employment services, etc.)
- When court is not in session, provide classroom, educational, and meeting spaces as well as space for service providers to have temporary space on a regular recurring schedule
- Providing a space for emergency food services and to enhance opportunities to make healthier food options more available
- Providing ongoing space to a handful of community, social and/or human service providers that help further the mission of the hub and the individuals and families that rely upon those services

Proposed Lease Terms

City staff is in negotiations with the property owner on lease terms. Further discussion of terms can be had in executive session.

This building is located in close proximity to DSHS, WorkSource, Sound Mental Health, We Care Day Clinic, and Valley Cities. Additionally, a metro bus stop is located along Auburn Way North at this site. The City has been presented with a great opportunity to turn a dream into something real. We are at a pivotal moment and are eager to shift from researching property to the next phase of immediate needs which include the following:

- Pursuing funding partners
- Pursuing potential tenants that can help offset rental costs
- Laying out building and site plans
- Proceeding with construction buildout

Auburn Consolidated Resource Center

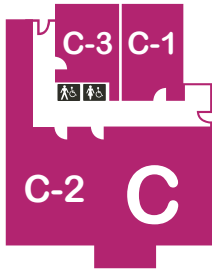
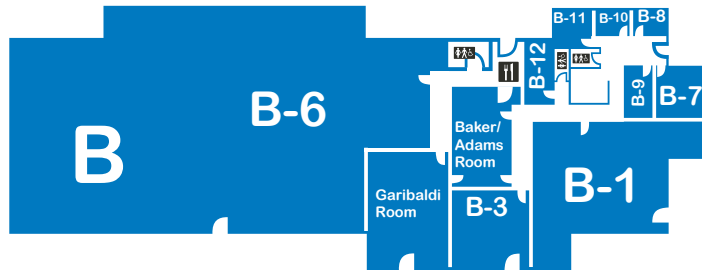
- Developing a business model (which is influenced by the tenant mix of service providers)
- Developing an ongoing service model

City Funding Support

The City Council approved \$500,000 a year in the current biennial budget. The City has expended just under \$120,000 of that budget in 2019 and we expect to use some of those funds to help secure the lease of the building for 2019 and 2020.

Other sources of funding will be sought via tenant rent, other public funding sources, philanthropy and private funding.

Together Center



A-1	Friends of Youth-The Landing	B-1	LWSD Transition Academy	C-1	Alliance of People with disabilities
A-2	WA Autism Alliance & Advocacy	B-3	IKRON	C-2	HealthPoint Dental
A-3	A Regional Coalition for Housing (ARCH)	B-6	HealthPoint Medical	C-3	Friends of Youth - Education Services
A-4	Muslim Community Resource Center (MCRC)	B-7	IKRON		
A-5	Together Center Information & Administration	B-8	Child Care Resources		
A-6	Sound	B-9	Open Doors for Multicultural Families		
A-8	Advocate Office: Cascadia College Workforce Education CISC/Eastside Cultural Navigator City of Redmond Outreach Services Consejo Counseling & Referral Service Dept of Social & Health Services Lake WA Institute of Technology - Workforce Development Public Health - Access & Outreach Sound Generations	B-10	Learning Disabilities Association of Washington		
A-9	National Alliance on Mental Illness Eastside	B-11	India Association of Western WA		
A-10	Kindering				
	Lobby (free public phones) Rainier Conference Room		Baker & Garibaldi Rooms		



"Together... A Hundred Ways to Help"

Auburn Shops For Lease

2802 Auburn Way N | Auburn, WA 98002



FOR LEASE

Recent Remodel: Fresh Façade, Roof, Etc.

Auburn Shops For Lease

2802 Auburn Way N | Auburn, WA 98002

Features

SPACE	±1,000 - 23,400 square feet
LOCATION	5 min from Hwy 167 (1.8 mi.)
SIGNAGE	Building and pylon signage available
TRAFFIC COUNTS	Auburn Way North visibility to 28,000 CPD (2017)
ACCESS	Excellent ingress and egress
PARKING	Ample parking
DEMOS	High daytime demographics
RATE	\$14.00-\$16.00 per square foot, plus NNN

Demographics

	1 mile	3 miles	5 miles
Population	6,396	84,214	263,314
Average HH Income	\$53,950	\$62,611	\$60,819



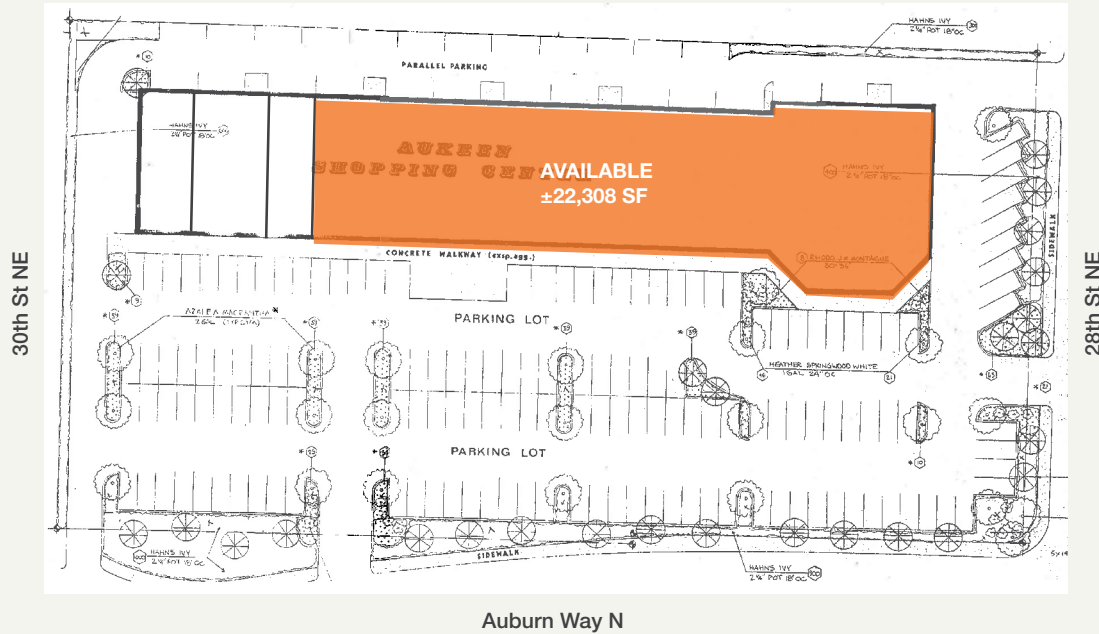
Jerome O'Leary
253.779.9292
joleary@kiddermathews.com

kiddermathews.com



Auburn Shops For Lease

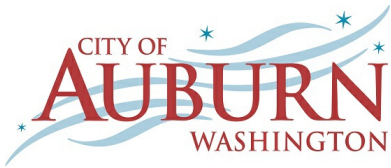
2802 Auburn Way N | Auburn, WA 98002



Jerome O'Leary
253.779.9292
joleary@kiddermathews.com

kiddermathews.com





AGENDA BILL APPROVAL FORM

Agenda Subject:

2019 Fireworks Report (Pierson) (20 Minutes)

Department:

Police

Attachments:

[2019 Fireworks Report](#)

[4th of July Presentation](#)

Date:

August 16, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

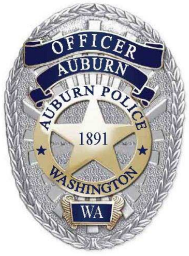
Councilmember:

Meeting Date: August 26, 2019

Staff:

Pierson

Item Number:



AUBURN POLICE DEPARTMENT

2019 FIREWORKS REPORT





AUBURN POLICE DEPARTMENT

Background

In 2019, the Auburn Police Department continued to maintain a “zero tolerance” policy on the possession and/or discharge of illegal fireworks in the city. If officers were able to establish probable cause for either possession or discharge of illegal fireworks, they were to cite the appropriate city code. If officers were unable to establish probable cause for a particular individual, and fireworks were present, the fireworks were to be confiscated for destruction.

Objectives

Objectives from 2018 were continued in 2019.

1. Continue efforts to improve communication and collaborative efforts with representatives from the Muckleshoot Indian Tribe.

- Chief Pierson and Officer Gould have continued cultivating relationships with the Muckleshoot Tribe through monthly meetings with the Muckleshoot Law and Order Committee. Latana Baker was the Fireworks Commissioner and the primary contact for all issues related to fireworks.
- The Tribe communicated well with the City, giving advance notice of when vendor displays would take place. The City was able to notify citizens of the event so they could plan accordingly.
- The Tribe continued with the same hours of operation for the stands as 2018, the stands and discharge area were open until 2200 Sunday-Thursday and until 0000 on Friday and Saturday. The Tribe maintained the hours of operation on July 4th to 0200 on July 5th. The Tribe continued their agreement not to allow the discharge of fireworks at the stands after 0200 on July 5th.

2. Continue with an active Officer presence and enforcement in the neighborhoods with proactive fireworks patrols and response to 911 complaints of fireworks.

- Fireworks emphasis patrols started this year on June 24th and ran through July 5th.
- APD maintained our deployment of 6 Officers and a Sergeant at the stands on July 4th.
- APD assigned one Sergeant and 6 officers to the north end of the city on July 4th between 1500 and 0100.
- APD assigned one Sergeant and 6 officers to the south end of the city on July 4th between 1500 and 0100.
- Two officers were assigned to the City Parks during the same hours on July 4th.
- Increase citizen awareness through four social media posts.



AUBURN POLICE DEPARTMENT

Results

During the 2019 fireworks emphasis (excluding July 4th), 6 officers worked a total of 34 hours between June 24th and July 5th. In 2018, 12 officers worked 78.5 hours between June 26th and July 5th. There were 17 hours and 3 shifts that went unfilled. Shifts went unfilled while officers worked overtime filling patrol shifts.

On July 4th, 14 Officers and two Sergeants were assigned to fireworks emphasis patrols throughout the city, a decrease from 19 officers in 2018. Officers worked as two man units utilizing marked units increasing visibility to the citizens. There were only one unmarked vehicle used this year, which was utilized by the north end sergeant. Two officers were assigned to the parks.

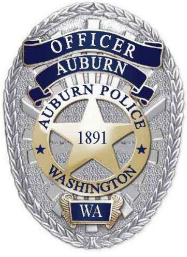
Six officers and one Sergeant were deployed to the fireworks stands for crowd control and a police presence in the discharge area. Several thousand citizens patronized the stands throughout the day. There was one significant injury and two minor injuries to patrons on the evening of July 4th. There was one significant firework related injury at the stands during the week leading up to the holiday.

There were no reported injuries to officers this year.

The peak activity hours for firework related calls was between 9:00 p.m. and 12:00 a.m. Emphasis units secured at 0100 and there were only 7 firework related calls between 0100 and 0800.

A request was made to APD to close the discharge area at approximately 10:00 P.M. when the stands sold out. This decision created traffic problems as folks were traveling from neighboring cities to discharge fireworks at the discharge area. As patrons left the discharge area and others were turned away, they relocated to parking lots along Auburn Way S.

On June 29th, the Amphitheater hosted a concert the same night as the Casino's firework show. This created significant traffic issues in an out of the city by way of SR 164.



AUBURN POLICE DEPARTMENT

4TH OF JULY - SNAPSHOT

There were a total of 172 fireworks-related calls for service between 1100 hours on July 4th through 0800 hours on July 5th.

Calls by District:

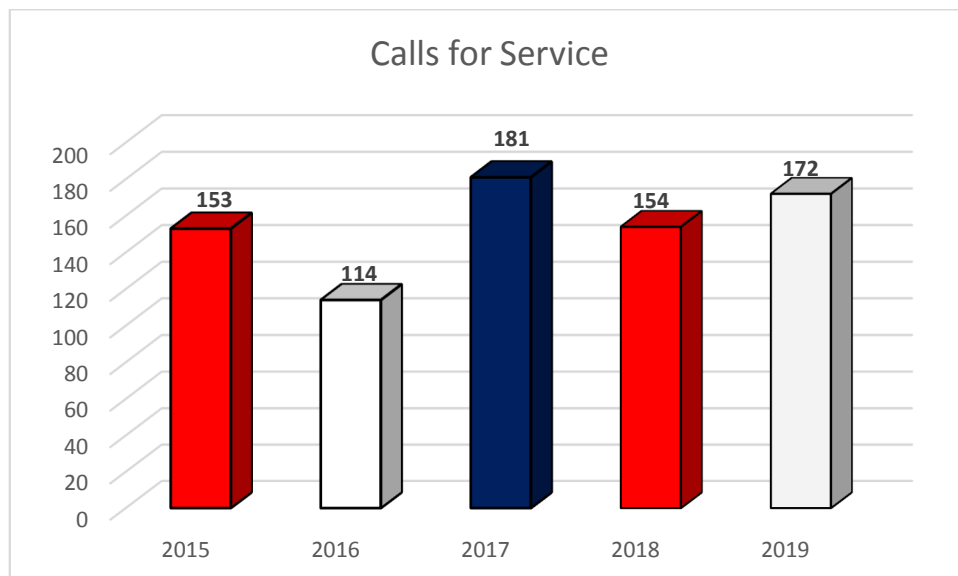
- District 1 - 16
- District 2 - 45
- District 3 - 39
- District 4 - 25
- District 5 - 22
- District 6 - 25

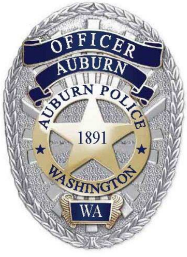
The calls by district numbers for the 4th of July, show the two highest districts as the 2 and the 3.

4TH OF JULY - OVER THE YEARS

Fireworks calls for activity between 1100 on 7/4 through 0800 on 7/5 for the past five years.

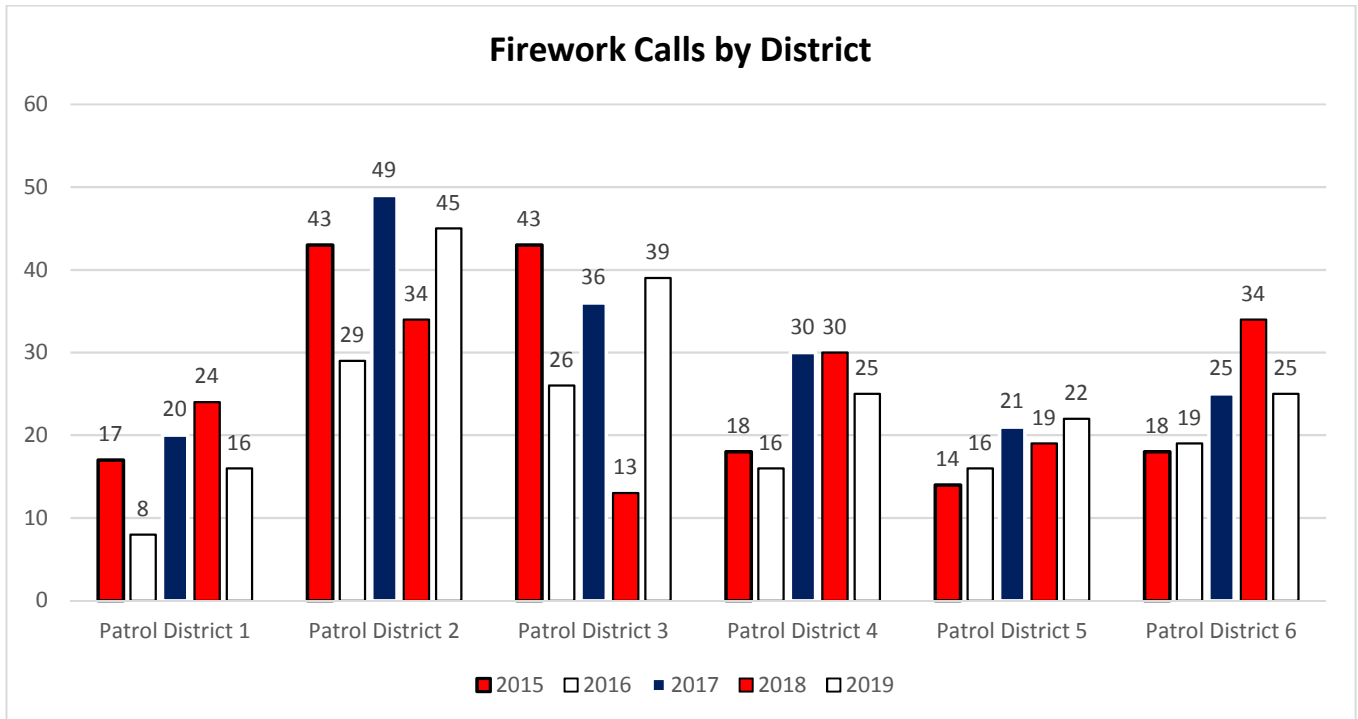
	2014	2015	2016	2017	2018	2019
Calls for Service	128	153	114	181	154	172





AUBURN POLICE DEPARTMENT

4TH OF JULY CALLS BY DISTRICT – OVER THE YEARS



CALLS FOR SERVICE – OTHER VALLEY AGENCIES

This chart shows Auburn in comparison to other valley cities. The numbers below represent fireworks-related calls for service from 1100 on 7/4 to 0800 on 7/5.

	1100 on 7/4/2019 to 0800 on 7/5/2019
Kent	174
Auburn	172
Renton	128
Federal Way	126
Tukwila	57



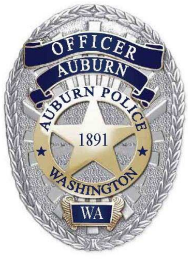
AUBURN POLICE DEPARTMENT

FIREWORK SEASON – OVER THE YEARS

Calls for service, cases, and arrests over the past five years are captured below.

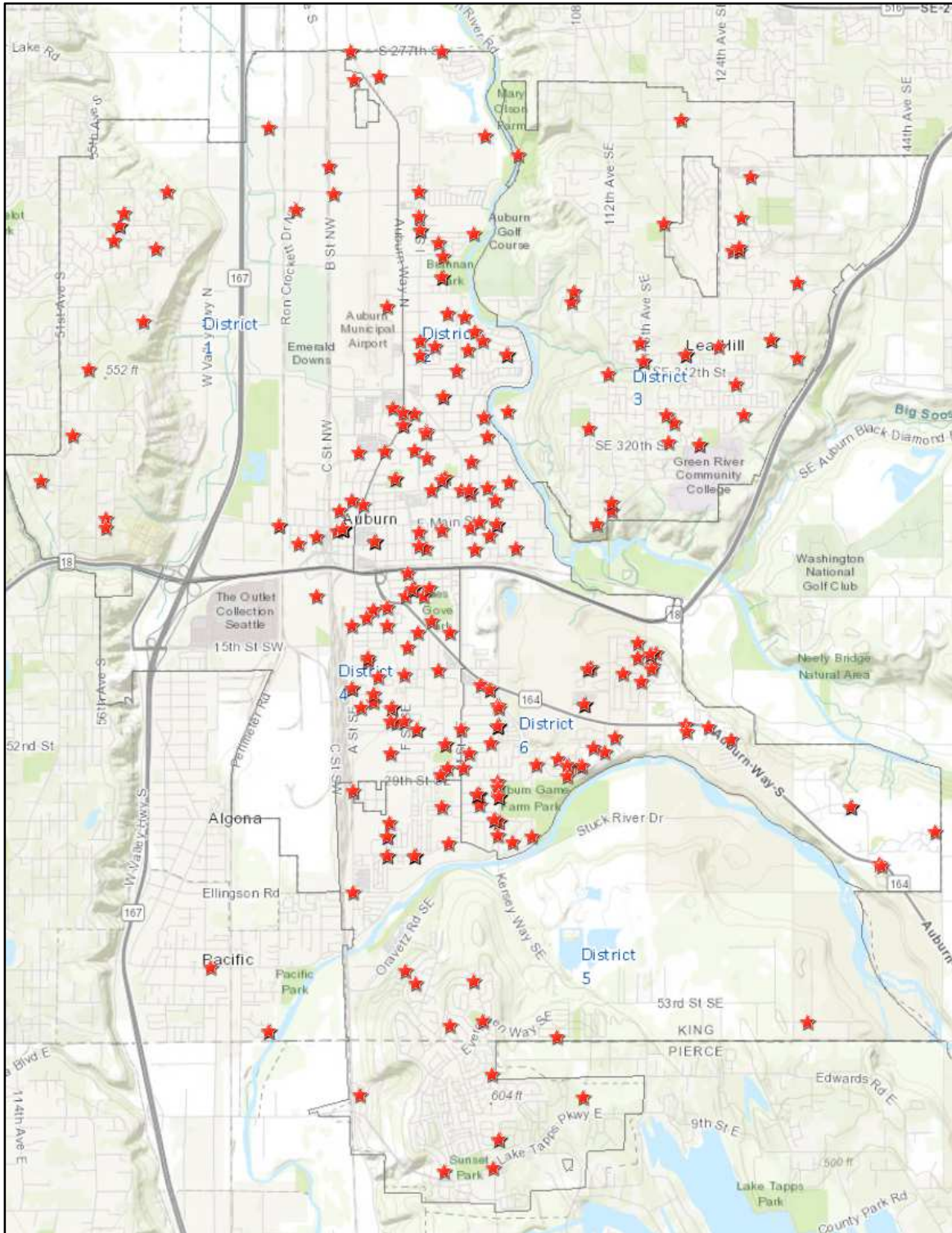
	6/1/2015 to 7/5/2015	6/1/2016 to 7/5/2016	6/1/2017 to 7/5/2017	6/1/2018 to 7/5/2018	6/1/2019 to 7/5/2019
Fireworks Calls for Service	316	320	392	288	390
Cases Written	5	4	4	7	6
Arrests Made	4	2	2	8	6

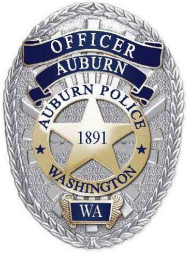
2019	
Patrol District 1	29
Patrol District 2	112
Patrol District 3	55
Patrol District 4	68
Patrol District 5	53
Patrol District 6	73



AUBURN POLICE DEPARTMENT

MAP



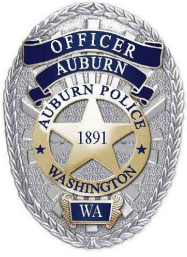


AUBURN POLICE DEPARTMENT

Confiscated Fireworks

Officers confiscated 3179 fireworks. This was an increase from 309 in 2018.





AUBURN POLICE DEPARTMENT

Lessons Learned and The Plan for 2020

For 2019, the department again focused on areas that had the highest volume of firework complaints in the past and shifted emphasis enforcement to those areas as needed.

For the third year in a row, VRFA shared our SpecOps channel, facilitating communications between police and fire.

Co-operation with the Tribe was again excellent. Tribal representatives for the stands were in constant communication with the police department.

An emphasis was placed on patrolling the parks, which reduced the amount of firework debris left behind.

There was an emphasis placed on education leading up to the 4th. There were several social media posts made regarding legal and illegal fireworks. This should not only continue in 2020, but be increased.

The discharge area was closed at about 2200 when the stands ran out of product. This created a traffic issues as patrons relocated from the stands to parking lots along Auburn Way S.

In 2020 an effort should be made to keep the discharge area open long after the stands run out of product. This will limit the amount of fireworks discharged in other parts of the city. The police Department will work with engineering to improve the flow of traffic through the stand area on Auburn Way S. A sign or reader board letting patrons know that the discharge area is closed and the stands are out of product could help limit some of the confusion.

The parks are a popular location for discharging fireworks. Placing an emphasis on the parks takes officers away from residential complaints. A partnership with parks should be formed in 2020 where park employees either close or establish a presence within the parks.

Commander
Dan O'Neil

FIREWORKS ANALYSIS 2018



Courage Honor Integrity Professionalism

2019 Objectives

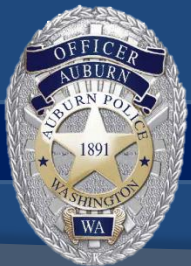
- ❑ Zero Tolerance for possession and discharge.
- ❑ Continue efforts to improve communication and collaborative efforts with representatives from the Muckleshoot Indian Tribe.
- ❑ Proactive Fireworks Patrols



Courage Honor Integrity Professionalism

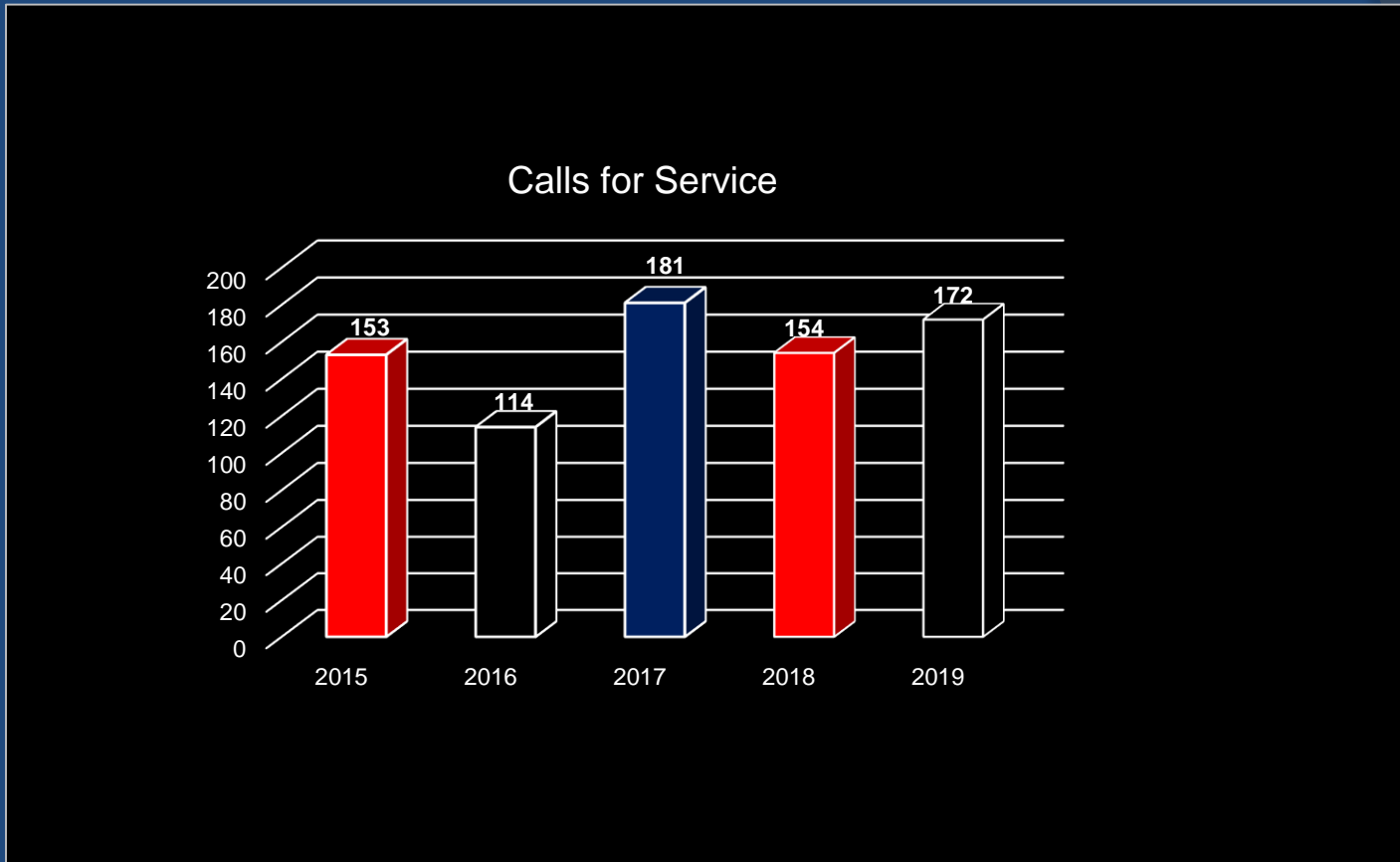
Staffing

- 6 Officers worked 34 hours between June 24th and July 5th.
- 6 Officers and 1 Sergeant were assigned to the discharge area.
- 14 Officers and 2 Sergeants were assigned to city wide emphasis.
- 2 Officers were assigned to cover the City parks.



Courage Honor Integrity Professionalism

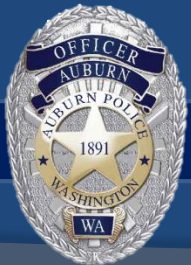
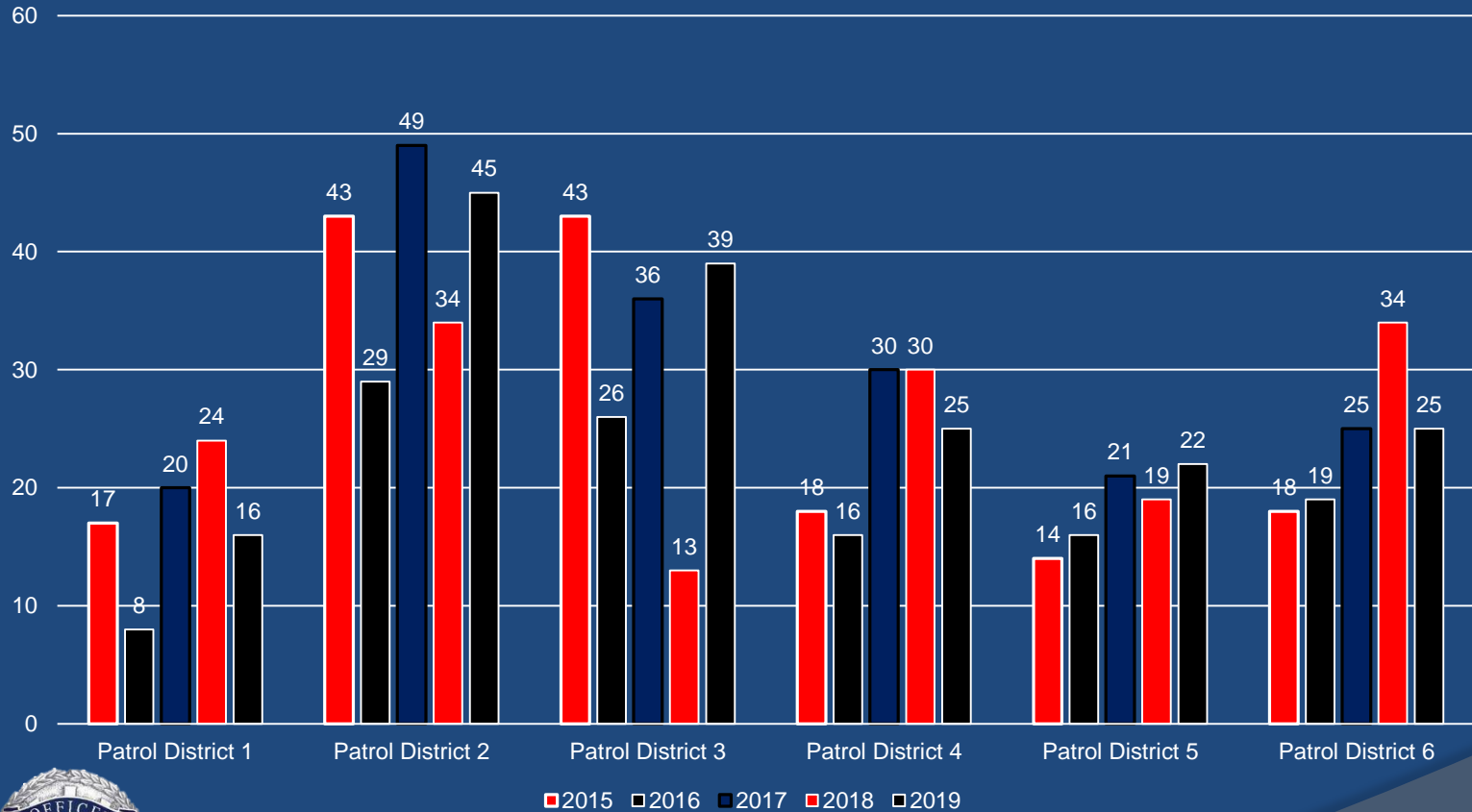
Calls for Service 1100-0800 July 4th to July 5th



Courage Honor Integrity Professionalism

Calls by District

Firework Calls by District



Courage Honor Integrity Professionalism

Other Valley Cities

- Auburn had a 12% increase from 2018 to 2019.

	1100 on 7/4/17 to 0800 on 7/5/17	1100 on 7/4/18 to 0800 on 7/5/18	1100 on 7/4/19 to 0800 on 7/5/19
Auburn	181	154	172
Kent	297	193	174
Renton	31	131	128
Federal Way	120	156	126
Tukwila	42	45	57



Courage Honor Integrity Professionalism

Arrests and Reports June Through July 5th.

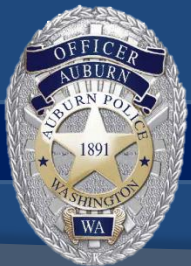
	6/1/2015 to 7/5/2015	6/1/2016 to 7/5/2016	6/1/2017 to 7/5/2017	6/1/2018 to 7/5/2018	6/1/2019 to 7/5/2019
Fireworks Calls for Service	316	320	392	288	390
Cases Written	5	4	4	7	6
Arrests Made	4	2	2	8	6



Courage Honor Integrity Professionalism

Year by Year Comparison June 1st Through July 5th.

District	2018	2019
Patrol District 1	33	29
Patrol District 2	64	112
Patrol District 3	35	55
Patrol District 4	54	68
Patrol District 5	33	53
Patrol District 6	70	73



Courage Honor Integrity Professionalism

Fireworks Confiscated

3179 Separate fireworks confiscated.



Courage Honor Integrity Professionalism

Results

- Stands were closed around 2200.
- No Officer Injuries this year.
- Peak activity hours were 2100 and 0000
- There was an emphasis on Education. Several social media posts leading up to the 4th.
- Minimal debris in the city parks.



Courage Honor Integrity Professionalism

Plan for 2019

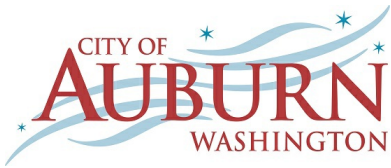
- More advertising and education (Social Media, Press Release)
- Partnership with Parks to close and lock the Parks at dark.
- Keep the discharge area open even after the stands run out of product so that there is a designated place to discharge fireworks.
- Potential reader board letting patrons know when the discharge area is closed.
- Encourage private property owners to use barricades to close access to parking lots.



Courage Honor Integrity Professionalism



Courage Honor Integrity Professionalism



AGENDA BILL APPROVAL FORM

Agenda Subject:

IT Update (Travis) (20 Minutes)

Department:

Information Services

Attachments:

[IT Update Presentation](#)

Date:

August 20, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Meeting Date: August 26, 2019

Staff:

Travis

Item Number:

City Council Update

August 2019

David Travis

Director

Department Changes

- Created a new Business Success Team
 - Business Systems Analysts
 - Integrate into Business Units
 - Technology Advocates
 - Business Unit Core Software Focused
 - Vendor Liaisons
 - Business Unit Process Improvement

Department Changes

- Created a new Technical Services Team
 - Focuses on Supporting the IT Environment
 - Workstation and Mobile Device Management
 - Incident and Service Request Triage
 - Infrastructure Stability and Resiliency
 - Systems Security Management
 - Cyber Defense and Intrusion Detection

Department Changes

- Created a new Temporary Project Lead
 - Focuses on Project Success
 - Coordinates with Business Units and Analysts
 - Sets Project Timelines
 - Allocates appropriate resources
 - Works with Vendors on acceptance criteria
 - Makes sure that all the right people are in the room

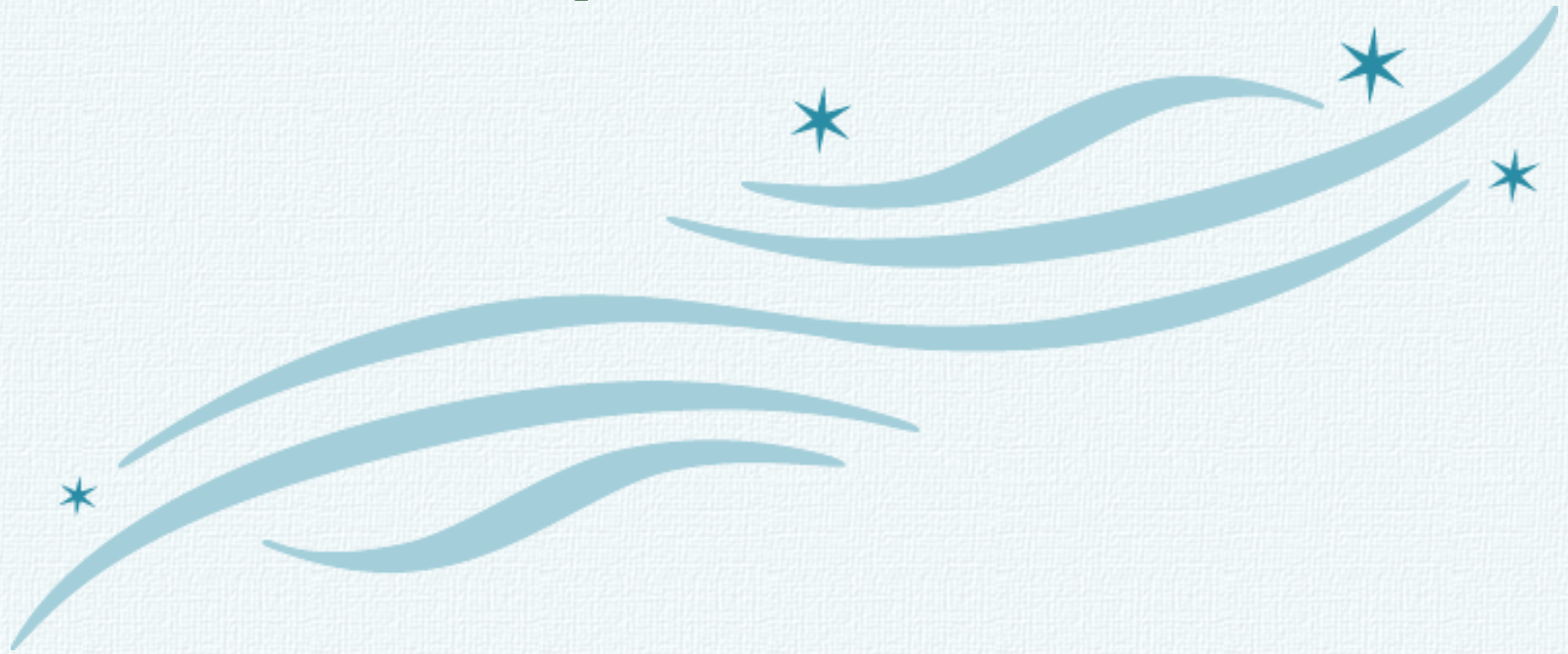
Automation

- Service Level Agreement Management
- New Employee On-Boarding Process
- Business Systems Analysts Notification
- Business Unit Assignment Process
- On-Call Triage Notification Process
- Event Actions with Artificial Intelligence

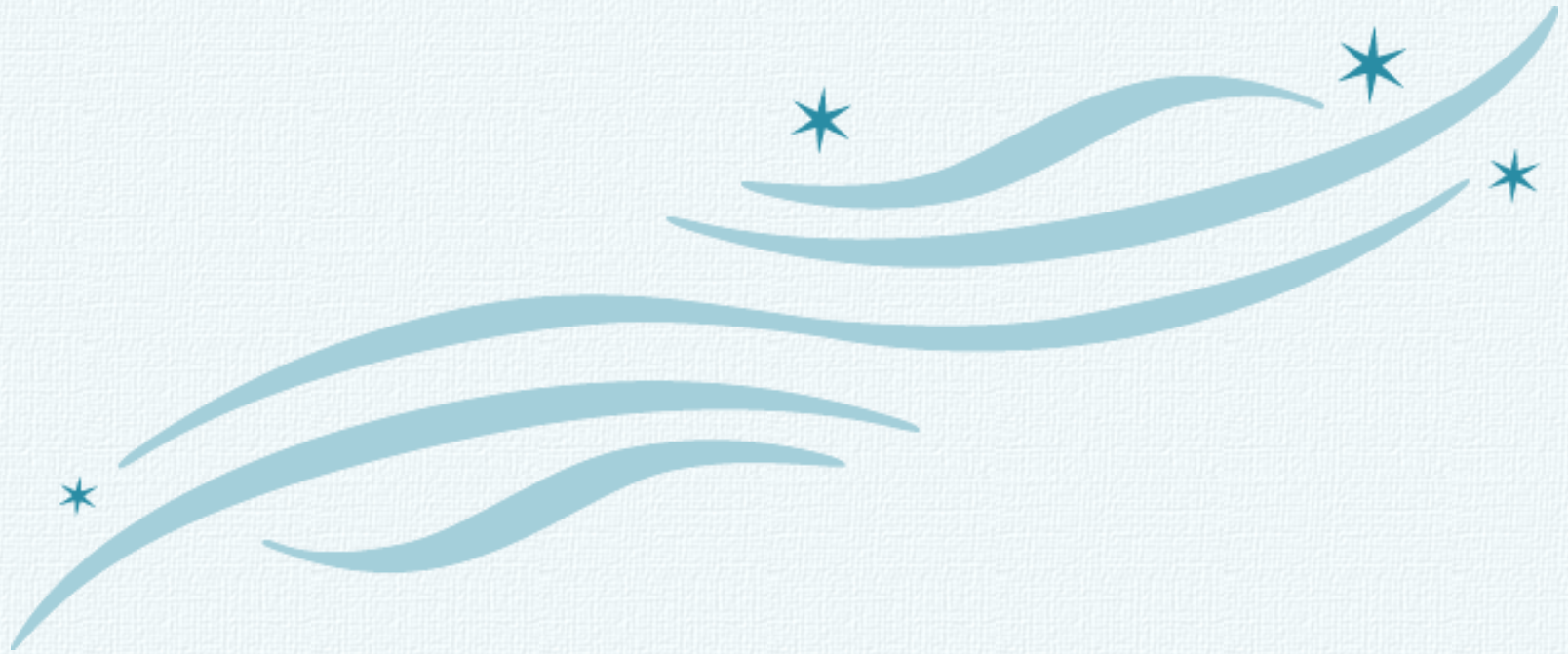
Major Active Projects

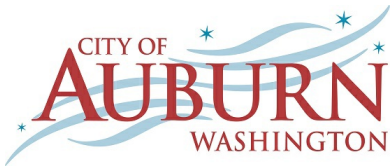
- Hyper-Converged Infrastructure Project
- Network Topology and Design Project
- Website Content Filtering Project
- eTRAKiT Online Permits Project
- Security Camera Expansion Project

Any Questions?



Thank You





AGENDA BILL APPROVAL FORM

Agenda Subject:

Matrix

Date:

August 22, 2019

Department:

City Council

Attachments:

[Special Focus Area Key](#)

[Matrix](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Meeting Date: August 26, 2019

Staff:

Item Number:

SPECIAL FOCUS AREAS

COMMUNITY WELLNESS	FINANCE, TECHNOLOGY, & ECONOMIC DEVELOPMENT	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
PUBLIC HEALTH AND WELLNESS COMMUNITY & NEIGHBORHOOD SERVICES HOMELESSNESS & HOMELESSNESS PREVENTION HOUSING QUALITY, AFFORDABILITY & ATTAINABILITY HUMAN & SOCIAL SERVICES DOMESTIC VIOLENCE SERVICES COMMUNITY EQUITY	EQUIPMENT RENTAL FACILITIES INNOVATION & TECHNOLOGY CITY REAL PROPERTY BUSINESS DEVELOPMENT SISTER CITIES INTERNATIONAL	UTILITIES TRANSPORTATION SUSTAINABILITY ENVIRONMENTAL PROTECTION CULTURAL ARTS & PUBLIC ARTS PLANNING & ZONING PERMITS & DEVELOPMENT RIGHT OF WAY MANAGEMENT AIRPORT AIRPORT BUSINESS	POLICE SCORE JAIL DISTRICT COURT PARKS & RECREATION ANIMAL CONTROL SOLID WASTE EMERGENCY PLANNING MULTIMEDIA CEMETERY
Councilmember Trout-Manuel, Chair Councilmember DaCorsi, Vice Chair	Councilmember Wales, Chair Councilmember Holman, Vice Chair	Councilmember DaCorsi, Chair Councilmember Baggett, Vice Chair	Councilmember Brown, Chair Deputy Mayor Pelozo, Vice Chair
2019 MEETING DATES February 11, 2019 April 8, 2019 June 10, 2019 August 12, 2019 October 14, 2019 December 9, 2019	2019 MEETING DATES February 25, 2019 April 22, 2019 June 24, 2019 August 26, 2019 October 28, 2019 December 23, 2019	2019 MEETING DATES January 14, 2019 March 11, 2019 May 13, 2019 July 8, 2019 September 9, 2019 November 12, 2019	2019 MEETING DATES January 28, 2019 March 25, 2019 May 27, 2019 July 22, 2019 September 23, 2019 November 25, 2019

COUNCIL MATRIX

NO.	TOPIC	Chair	STAFF LEAD(S)	STUDY SESSION REVIEW DATE(S)	COUNCIL DISCUSSION SUMMARY	ACTION DATE
1	Auburn Avenue Theater	Chair DaCorsi Vice Chair Baggett	Director Faber	9/9/2019		
2	Vision 2050 PSRC	Chair DaCorsi Vice Chair Baggett	Director Tate	9/9/2019		
3	Metro Bus Barn Site	Chair DaCorsi Vice Chair Baggett	Director Gaub Director Tate	TBD		
4	Funding Options	Chair Wales Vice Chair Holman	Director Thomas	Ongoing		
5	No Smoking or Vaping in City Parks	Chair Brown Vice Chair Pelozza	Chief Pierson Director Faber	10/14/2019		
6	Fireworks Update	Chair Brown Vice Chair Pelozza	Chief Pierson	8/26/2019		