	<p><b>City Council Meeting</b>  <b>April 1, 2024 - 7:00 PM</b>  <b>City Hall Council Chambers</b>  <b>AGENDA</b>  <b>Watch the meeting LIVE!</b></p> <p><b>Watch the meeting video</b>  Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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**I. CALL TO ORDER**

**II. LAND ACKNOWLEDGMENT**

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

**III. PUBLIC PARTICIPATION**

**1. Public Participation**

The Auburn City Council Meeting scheduled for Monday April 1, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/84823814750>

**A. Pledge of Allegiance**

**IV. Roll Call**

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

**A. Sexual Assault Awareness Month**

Mayor Backus to proclaim April 2024 as "Sexual Assault Awareness Month" in the City of Auburn

- B. Sikh Heritage Month  
Mayor Backus to proclaim April 2024 as "Sikh Heritage Month" in the City of Auburn
- C. National Public Safety Telecommunicators Week  
Mayor Backus to proclaim April 14, 2024 to April 20, 2024 as "National Public Safety Telecommunicators Week" in the City of Auburn

## VI. AGENDA MODIFICATIONS

## VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

### A. Public Hearings

1. Public Hearing for Ziplly Fiber Pacific, LLC Franchise Agreement No. FRN23-0003  
City Council to hold a Public Hearing to Consider Franchise Agreement No. FRN23-0003 for Ziplly Fiber Pacific, LLC

### B. Audience Participation

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

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

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

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

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

Email written comments to:  
[publiccomment@auburnwa.gov](mailto:publiccomment@auburnwa.gov)

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

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

## VIII. **COUNCIL AD HOC COMMITTEE REPORTS**

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

1. Finance Ad Hoc Committee (Chair Baldwin)

## IX. **CONSENT AGENDA**

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

A. Minutes of the March 18, and 22, 2024, Special City Council Meetings

B. Minutes of the March 25, 2024, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated March 27, 2024 which includes voucher number 475363 through 475526, in the amount of \$1,847,661.98, nine electronic fund transfers in the amount of \$5,513.87, and five wire transfers in the amount of \$875,711.94

D. Payroll Voucher (Thomas)

Payroll check numbers 539577 through 539579 in the amount of \$633,698.16, electronic deposit transmissions in the amount of \$2,731,081.81, for a grand total of \$3,364,779.97 for the period covering March 14, 2024 to March 27, 2024

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

## X. **UNFINISHED BUSINESS**

## XI. **NEW BUSINESS**

## XII. **ORDINANCES**

A. Ordinance No. 6933 (Krum)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Department of Innovation and Technology

**(RECOMMENDED ACTION: Move to approve Ordinance No. 6933.)**

B. Ordinance No. 6934 (Krum)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Office of Equity

**(RECOMMENDED ACTION: Move to approve Ordinance No. 6934.)**

C. Ordinance No. 6935 (Krum)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Department of Human Services

**(RECOMMENDED ACTION: Move to approve Ordinance No. 6935.)**

**XIII. MAYOR AND COUNCILMEMBER REPORTS**

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

**A. From the Council**

**B. From the Mayor**

**XIV. ADJOURNMENT**

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



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Public Hearing for Ziplly Fiber Pacific, LLC Franchise Agreement No. FRN23-0003

**Date:**

February 23, 2024

**Department:**

Public Works

**Attachments:**

[Draft Ordinance No. 6939 Franchise Agreement No. FRN23-0003](#)

**Budget Impact:**

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

**Administrative Recommendation:**

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN23-0003 for Ziplly Fiber Pacific, LLC doing business as Ziplly Fiber for a Wireline Telecommunications Franchise.

**Background for Motion:****Background Summary:**

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a franchise agreement. Franchise Agreement No. FRN23-0004 for Ziplly Fiber Pacific, LLC doing business as Ziplly Fiber will allow Ziplly to install fiber optic cable and electronic infrastructure in the public ways within the city limits. Ziplly intends to provide business and residential data and telecommunications services to customers located inside the city limits.

The date of the Public Hearing was set by consent on March 18, 2024.

**Reviewed by Council Committees:**

**Councilmember:** Tracy Taylor

**Staff:**

Ingrid Gaub

**Meeting Date:** April 1, 2024

Item Number:

PH.1

## ORDINANCE NO. 6939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ZIPLY FIBER PACIFIC, LLC DBA ZIPLY FIBER, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS.

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

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

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

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

### Section 1. Definitions

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

A. "ACC" means the Auburn City Code.

B. "Franchisee's Facilities" means fiber optic and broadband communications services constructed and operated within the public ways including all cables, wires, conduits, ducts, pedestals, and any associated converter equipment or other items necessary for Telecommunications Services as defined in RCW 35.99.010(7), that are located in the Franchise Area.

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

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

## **Section 2. Grant of Right to Use Franchise Area**

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

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

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

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

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

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

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

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

### **Section 3. Notice**

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

City: Right-of-Way Specialist,  
Public Works Department - Transportation  
City of Auburn



25 West Main Street  
Auburn, WA 98001-4998  
Telephone: (253) 931-3010

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

Franchisee: Ziply Fiber Pacific, LLC  
Attn: Legal Department  
135 Lake Street South, Suite 155  
Kirkland, Washington 98033  
Telephone: 503-431-0458  
Email Address: legal@ziply.com

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (509) 823-1886.

#### **Section 4. Term of Agreement**

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

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

#### **Section 5. Acceptance of Franchise**

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified

in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the “Franchise Acceptance”. The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

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

## **Section 6. Construction and Maintenance**

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

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

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

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

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

## **Section 7. Trench Repair for Street Restorations**

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

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

## **Section 8. Repair and Emergency Work**

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

## **Section 9. Damages to City and Third-Party Property**

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

## **Section 10. Location Preference**

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities.

However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

## **Section 11. Relocation of Franchisee Facilities**

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

## **Section 12. Abandonment and or Removal of Franchisee Facilities**

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

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

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

### **Section 13. Undergrounding**

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

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

### **Section 14. Franchisee Information**

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

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

### **Section 15. Indemnification and Hold Harmless**

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

However, should a court of competent jurisdiction determine that this 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 Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

## **Section 16. Insurance**

A. The Franchisee shall procure and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the public way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Agreement.

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



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

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

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

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

## **Section 17. Financial Security**

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit

the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

## **Section 18. Successors and Assignees**

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

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which consent shall not be unreasonably withheld or delayed, except as expressed by ordinance and then only on such reasonable conditions as may be prescribed therein.

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

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

## **Section 19. Dispute Resolution**

A. In the event of a dispute between the City and the Franchisee arising by reason of this Agreement, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this 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 such action will be entitled to its attorneys' fees and costs.

## **Section 20. Enforcement and Remedies**

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

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

## **Section 21. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

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

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

## **Section 22. License, Tax and Other Charges**

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

## **Section 23. Consequential Damages Limitation**

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

## **Section 24. Severability**

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

## **Section 25. Titles**

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

## **Section 26. Implementation**

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

**Section 27. Entire Agreement**

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

**Section 28. Effective Date.**

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

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Harry Boesche, Acting City Attorney

PUBLISHED: \_\_\_\_\_

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

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

Franchisee Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_)

)ss.

COUNTY OF \_\_\_\_\_)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Minutes of the March 18, and 22, 2024, Special City Council Meetings

**Date:**

March 27, 2024

**Department:**

City Council

**Attachments:**

[03-18-2024 Special Minutes](#)

[03-22-2024 Special Minutes](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

**Meeting Date:** April 1, 2024

**Staff:**

**Item Number:** CA.A

	<p><b>Special City Council Meeting</b>  <b>March 18, 2024 - 6:00 PM</b>  <b>City Hall Council Chambers</b>  <b>MINUTES</b></p>
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## **I. CALL TO ORDER**

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

## **II. LAND ACKNOWLEDGEMENT**

## **III. PUBLIC PARTICIPATION**

### **1. Public Participation**

The City Council Meeting was held in person and virtually.

### **A. Pledge of Allegiance**

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

## **IV. ROLL CALL**

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

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Acting Director of Community Development Jason Krum, Director of Special Projects Jeff Tate, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Finance Jamie Thomas, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Services Kent Hay, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

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

### **A. 2024 Periodic Comprehensive Plan Update (Krum) (60 Minutes)**

Director Tate provided Council with a presentation on the 2024 Periodic Comprehensive Plan Update including compliance with State and County policies, and the Central Puget Sound Regional Growth Plan - Vision 2050. He discussed the City's Comprehensive Plan Elements, coordination efforts between Departments, the Auburn Downtown Plan,



and the Housing Action Plan Implementation (HAPI), Land Use changes, Middle Housing changes, and the Climate Element. He provided an overview of the Plan framework and estimated timeline.

Council discussed Middle Housing opportunities, timelines, community outreach, the Auburn Downtown Plan, the Business Improvement Area (BIA), and the Transportation Plan.

## **VI. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

### **A. Audience Participation**

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

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

#### **Written Comments:**

Kimberely Smith, Auburn  
They expressed their concerns with the Business and Occupation Tax.

#### **In-Person Comments:**

No one came forward to speak.

### **B. COUNCIL AD HOC COMMITTEE REPORTS**

1. Finance Ad Hoc Committee (Chair Baldwin)

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

## **VII. CONSENT AGENDA**

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

- A. Minutes of the February 29, and March 4, 2024, Special City Council Meetings
- B. Minutes of the March 4, 2024, Regular City Council Meeting

- C. Setting date for Public Hearing for Ziply Fiber Pacific, LLC Franchise Agreement  
City Council to set date for Public Hearing for Franchise Agreement No. FRN23-0003 for Ziply Fiber Pacific, LLC
- D. Claims Vouchers (Thomas)  
Claims voucher list dated March 13, 2024 which includes voucher number 475216 through 475362, in the amount of \$7,443,268.50, four electronic fund transfers in the amount of \$330.06, and three wire transfers in the amount of \$953,131.54
- E. Payroll Voucher (Thomas)  
Payroll check numbers 539572 through 539576 in the amount of \$81,199.43, electronic deposit transmissions in the amount of \$2,745,158.17 for a grand total of \$2,826,357.60 for the period covering February 29, 2024 to March 13, 2024
- Deputy Mayor Brown moved and Councilmember C. Taylor seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

#### **VIII. ORDINANCES**

- A. Ordinance No. 6938 (Hay)  
An Ordinance amending Chapter 9.50 of the Auburn City Code to create a transparency requirement for tents and shelters located on non-park City owned land and providing for severability and an effective date
- Councilmember Trout-Manuel moved and Deputy Mayor Brown seconded to approve Ordinance No. 6938.

MOTION CARRIED UNANIMOUSLY. 7-0

#### **IX. RESOLUTIONS**

- A. Resolution No. 5760 (Thomas)  
A Resolution authorizing the Mayor to execute the second amendment to the agreement between the City and Foster Garvey PC for legal services
- Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5760.
- Council discussed the costs for services, services provided, citizen input, and the recruitment process for the City Attorney position.
- MOTION CARRIED UNANIMOUSLY. 5-2. Councilmembers Baldwin, and Trout-Manuel voted no.

B. Resolution No. 5761 (Caillier)

A Resolution accepting a Federal Internet Crimes Against Children Task Force (ICAC) Grant to the Auburn Police Department

Councilmember Rakes moved and Councilmember Amer seconded to adopt Resolution No. 5761.

MOTION CARRIED UNANIMOUSLY. 7-0

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**

1. Council

Deputy Mayor Brown reported he attended the National League of Cities (NLC) Conference.

Councilmember Amer reported she attended the National League of Cities (NLC) Conference. She thanked Staff for all their hard work.

Councilmember Baldwin reported she attended the National League of Cities (NLC) Conference.

Councilmember Rakes reported she attended the Auburn Police Department Citizens Academy, and the Sound Cities Association (SCA) Public Issues Committee meeting.

Councilmember C. Taylor reported he attended the National League of Cities (NLC) Conference.

Councilmember T. Taylor reported she attended a Laborers' Local 242 Union meeting, Sound Cities Association Networking Dinner, and the National League of Cities (NLC) Conference, and the Mimosas and Melodies Fundraiser at Green River College.

Councilmember Trout-Manuel reported she attended the National League of Cities (NLC) Conference.

B. **From the Mayor**

Mayor Backus reported she attended the National League of Cities (NLC) Conference, and the Regional Policy Committee meeting.

## XI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:04 p.m.

APPROVED this 1st day of April 2024.

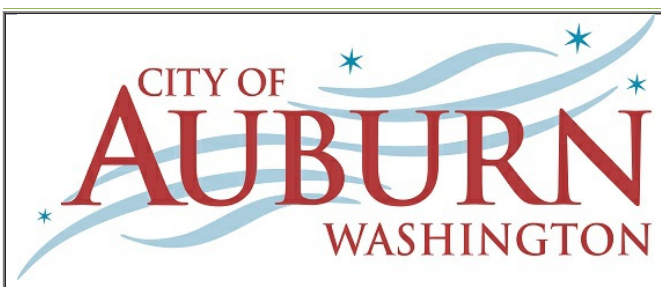
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NANCY BACKUS, MAYOR

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Hannah Scholl, Deputy City Clerk

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**Special City Council Meeting  
March 22, 2024 - 8:30 AM  
City Hall Council Chambers  
MINUTES**

**I. CALL TO ORDER**

Mayor Nancy Backus called the meeting to order at 8:30 a.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

**II. LAND ACKNOWLEDGEMENT**

**III. PUBLIC PARTICIPATION**

**1. Public Participation**

The City Council Meeting was held in person and virtually.

**A. Pledge of Allegiance**

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

**IV. ROLL CALL**

Councilmembers present: Deputy Mayor Larry Brown, Kate Baldwin, Cheryl Rakes, Tracy Taylor, Clinton Taylor arrived at 8:34am, and Yolonda Trout-Manuel arrived at 8:43am. Councilmember Hanan Amer was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Director of Administration Dana Hinman, Acting Director of Community Development Jason Krum, Director of Human Resources and Risk Management Candis Martinson, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Daryl Faber, Director of Human Services Kent Hay, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Finance Jamie Thomas, Director of Innovation and Technology David Travis, Director of Special Projects Jeff Tate, Financial Planning Manager Frank Downard, and Deputy City Clerk Hannah Scholl.

**V. DISCUSSION ITEMS**

**A. City Budget Overview and Strategic Priority Setting Discussion**

Director Tate provided an overview of the agenda, the Leadership Retreat objectives, and the overall code of conduct for the meeting.

Director Thomas provided an overview of the budget process including the adoption of the biennial budget. She discussed the Governmental funds including Special Revenue funds Streets, and Arterials, Lodging Taxes, American Rescue Plan Act, Drug Forfeitures, Mitigation Fees, the outstanding Governmental debt which includes the City Hall Annex Building, Local Revitalization, and the Golf and Cemetery projects. She discussed the Capital Projects funds including Real Estate Excise Taxes, State, Local, and Federal Grants. She also discussed the General Governmental funds.

Director Thomas discussed the Enterprise and Internal Service Proprietary funds including rates, projects, and the departments funded. She also discussed Fiduciary funds including the Fire Pension, and South King Housing and Homeless Partners (SKHHP) agency funds, and the Cemetery Endowment permanent fund.

Council discussed interest rates on debt service funds.

Director Thomas discussed the General Fund Budget including revenue sources; Property Tax, Sales Tax, and B&O Tax, Utility Tax, and Streamlined Sales Tax Mitigation. She discussed property taxes in more detail including the 2024 Preliminary Assessed Valuation, and the 2023 Property Tax Levy.

Council discussed Utility Taxes, ARPA Funds, B&O Tax, and Property Taxes.

Mayor Backus recessed the meeting at 10:30am and reconvened the meeting at 10:45am.

Director Thomas discussed expenditures including salaries, benefits, SCORE and Valley Communications contracts, and inflation. She also discussed the Fund Balances including an overview of how the Fund Balance is calculated, reserve policies such as Operating Fund, Cumulative Reserve Fund, Replacement Reserves, and long-range projections. She also discussed future funding considerations including Public Safety Sales Tax, Levy Lid Lift, and Bond Levy.

Council discussed the Public Safety Sales Tax, and School Zone Cameras.

Director Tate gave an overview of the 2023 Council Retreat themes and subject discussions.

Chief Caillier provided an overview of Community Safety, Director Thomas provided an overview of Fiscal Sustainability, Director Hay provided an overview of Community Wellness, and Director Gaub provided an overview of Infrastructure.

Mayor Backus recessed the meeting at 11:56am for lunch and reconvened

the meeting at 12:45pm.

Council and Directors discussed the four Special Focus Areas and their strategic priorities within each.

Mayor Backus recessed the meeting at 2:45pm and reconvened the meeting at 3:00pm.

Directors and Council broke out into their Special Focus Area groups to discuss their priorities and how they can be accomplished, then reported out:

**Community Wellness:**

They discussed needing more community outreach, a need for common vision & strategy, and including the community in decision making.

**Finance & Internal Services:**

They discussed the need to determine adequate staffing and resource alignments, culture building, more community outreach, and using data for informed decision making.

**Public Works & Community Development:**

They discussed that they have a clear vision and strategy, but need more commitment, and more planning as a team.

**Municipal Services:**

They discussed needing more community outreach and input, a need for clear vision, and more conversations between staff, Council, and the community.

Director Tate wrapped up the meeting by thanking Directors and Councilmembers for their time and dedication. He provided a brief overview of what to expect at the two-day Leadership Retreat in April.

**VI. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 4:45 p.m.

APPROVED this 1st day of April 2024.

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NANCY BACKUS, MAYOR

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Hannah Scholl, Deputy City Clerk

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## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Minutes of the March 25, 2024, Study Session Meeting

**Department:**

City Council

**Attachments:**

[03-25-2024 Minutes](#)

**Date:**

March 27, 2024

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

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

**Meeting Date:** April 1, 2024

**Staff:**

Item Number: CA.B



	<p><b>City Council Study Session PWCD SFA</b>  <b>March 25, 2024 - 5:30 PM</b>  <b>City Hall Council Chambers</b>  <b>MINUTES</b></p> <p><input type="text"/> <b>Watch the meeting LIVE!</b></p> <p><input type="text"/> <b>Watch the meeting video</b>  Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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**I. CALL TO ORDER**

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

**A. PUBLIC PARTICIPATION**

Public Participation

The City Council Meeting was held in person and virtually.

**B. Roll Call**

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Cheryl Rakes, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Councilmember Kate Baldwin arrived at 5:33pm.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Harry Boesche, Assistant Chief of Police Samuel Betz, Director of Special Projects Jeff Tate, Acting Director of Community Development Jason Krum, Acting Assistant Director of Community Development Steven Sturza, Planning Services Manager Alexandria Teague, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Parks, Arts, and Recreation Daryl Faber, Director of Public Works Ingrid Gaub, Right-of-Way Specialist Amber Olds, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

**II. AGENDA MODIFICATIONS**

There were no modifications to the agenda.

**III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS**

**A. REDI Report Out**

Deputy Mayor Brown provided an update on the Racially Equitable, Diverse, and Inclusive (REDI) Coalition, and the workplan.

#### IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

##### A. Briefing - Parks Plan (Faber) (20 Minutes)

Director Faber provided Council with a presentation on the Parks, Recreation, and Open Space (PROS) Plan including what the Plan consists of, community outreach and feedback, the vision and community needs for the Auburn Parks system. He discussed the inventory review process including trends, conditions, site assessments, and opportunities. He provided an overview of the goals, recommendations, Levels of Service (LOS), costs, grant funding sources, and the recommended implementation strategies.

Council discussed assessable parks, Council feedback, community outreach, language accessibility, and parks maintenance.

##### B. Briefing - Permitting and Decision Making (Krum) (20 Minutes)

Acting Director Krum, Acting Assistant Director Sturza, and Manager Teague provided Council with a presentation on Permits and Land Use decisions including the application and review process, requirements, application statistics, and the types of permits per Auburn City Code, Section 14.

Acting Assistant Director Sturza discussed Type I, and Type II decisions including permit types, staff review process, notice requirements, and appeals.

Manager Teague discussed Type III, and IV decisions including permit types, notice requirements, staff review process, staff reports, recommendations, site specific rezones, administrative appeals, the Hearing Examiner process, and appeals of final decisions.

Acting Director Krum provided Council with an overview of the Hearing Examiner and the importance of the process.

Council discussed the MultiCare Rezone, SEPA reviews, and reviewed timelines.

##### C. Briefing - Facility Master Plan (Gaub) (20 Minutes)

Director Gaub provided Council with a presentation on the Facility Needs Study and the Facility Master Plan including the history of the Plan, and project goals. She discussed the issue summaries for the Justice Center/Police Department, and the Maintenance & Operations (M&O) buildings, alternative analysis findings, and final recommendations. She discussed the phasing and financing plans, facility maintenance, and the projected impacts to the General and Utility Funds.

Council discussed Game Farm Park expansion, the M&O expansion,

financing, projects in progress, and needs assessments.

D. Ordinance No. 6933 (Krum) (5 Minutes)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Department of Innovation and Technology

Director Tate provided Council with an overview of Ordinance No. 6933, 6934, and 6935 including the need and purpose for implementation of each Ordinance.

Council discussed the various Divisions within each new Department.

E. Ordinance No. 6934 (Krum) (5 Minutes)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Office of Equity

See Item IV.D above.

F. Ordinance No. 6935 (Krum) (5 Minutes)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Department of Human Services

See Item IV.D above.

G. 2023 CDBG CAPER Report Out (Krum) (15 Minutes)

Director Tate provided Council with a presentation on the Community Development Block Grant (CDBG) 2023 Consolidated Annual Performance and Evaluation Report (CAPER) including the General Fund versus CDBG Funds, an overview of what the CAPER entails, and administrative requirements. He discussed how the 2023 CDBG Funds were distributed including the Housing Repair Program, ADA sidewalk improvements, Rental Assistance Program, Fair Housing services, and staff time.

Council discussed other municipalities.

V. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Ordinance No. 6939 (Gaub) (10 Minutes)

An Ordinance granting Ziply Fiber Pacific, LLC DBA Ziply Fiber, A Delaware Limited Liability Company, A Franchise for Wireline Telecommunications

Councilmember T.Taylor Chaired this portion of the meeting.

Specialist Olds provided Council with an overview of Ordinance No. 6939.

Council discussed timelines.

## VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:04 p.m.

APPROVED this 1st day of April 2024.

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LARRY BROWN, DEPUTY MAYOR    Hannah Scholl, Deputy City Clerk

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## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Claims Vouchers (Thomas)

**Date:**

March 26, 2024

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve Claim Vouchers.

**Background for Motion:****Background Summary:**

Claims voucher list dated March 27, 2024 which includes voucher number 475363 through 475526, in the amount of \$1,847,661.98, nine electronic fund transfers in the amount of \$5,513.87, and five wire transfers in the amount of \$875,711.94.

**Reviewed by Council Committees:**

**Councilmember:** Kate Baldwin

**Staff:**

Jamie Thomas

**Meeting Date:** April 1, 2024

Item Number:

CA.C



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Payroll Voucher (Thomas)

**Date:**

March 26, 2024

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

Approve Payroll Vouchers.

**Background for Motion:****Background Summary:**

Payroll check numbers 539577 through 539579 in the amount of \$633,698.16, electronic deposit transmissions in the amount of \$2,731,081.81, for a grand total of \$3,364,779.97 for the period covering March 14, 2024 to March 27, 2024.

**Reviewed by Council Committees:**

**Councilmember:** Kate Baldwin

**Staff:**

Jamie Thomas

**Meeting Date:** April 1, 2024

Item Number:

CA.D



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6933 (Krum)

**Date:**

March 27, 2024

**Department:**

Community Development

**Attachments:**

[Ordinance 6933](#)

[Ordinance 6933 - Exhibit A](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Ordinance No. 6933.

**Background for Motion:**

Ordinance No. 6933 creates a new Chapter of City Code that lays out the responsibilities and authorities of the Department of Innovation & Technology. All other City Departments have a comparable Chapter of City Code. This Ordinance will ensure that all Departments are treated equally and that there is greater clarity of purpose and role for the Department.

**Background Summary:**

Title 2 of the City Code includes a specific Chapter of Code for each Department within the City. Each chapter describes why the Department exists, the purpose and responsibilities of the Department, and the authorities and responsibilities that rest with the Director of the Department.

Ordinance No. 6933 adds a new Chapter 2.13 to Title 2 that provides these details for the Department of Innovation & Technology.

Ordinance No. 6933 was presented to City Council during the March 25, 2024 Council Study Session and authorized to move forward to the April 1, 2024 City Council meeting for action.

**Reviewed by Council Committees:**

**Councilmember:** Kate Baldwin

**Staff:**

Jason Krum

**Meeting Date:** April 1, 2024

Item Number:

ORD.A

**ORDINANCE NO. 6933**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING TITLE 2 OF THE AUBURN CITY CODE FORMALIZING THE CREATION OF THE CITY OF AUBURN DEPARTMENT OF INNOVATION AND TECHNOLOGY

WHEREAS, Title 2 of the Auburn City Code includes a separate chapter of code establishing each city department, the roles and responsibilities within the department, and the roles and responsibilities of each department director; and

WHEREAS, digital infrastructure is an essential element necessary for a modern city that desires to deliver efficient, reliable and safe service to the community and as an employer; and

WHEREAS, all employees and elected officials at the City of Auburn rely upon hardware, software and communication to carry out their primary job responsibilities; and

WHEREAS, employees and elected officials require ongoing assistance and support designed to keep hardware, software and community systems working; and

WHEREAS, digital infrastructure systems that enable the storage of personal information require sophisticated security approaches that protect people; and

WHEREAS, it is appropriate to centralize software and hardware acquisition, management, maintenance and inventory systems; and

WHEREAS, the Auburn City Council desires to formalize the creation of the City of Department of Innovation and Technology;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,



WASHINGTON, DO HEREBY ORDAIN as follows:

**Section 1: Creation of the Department of Innovation and Technology.**

Chapter 2.13 of the Auburn City Code, as legally described in Exhibit A hereto, is adopted for the purpose of creating the Department of Innovation and Technology and defining its responsibilities and authorities.

**Section 2. Implementation of Ordinance.** The Mayor and her designee(s) are authorized to take such further actions and implement those administrative procedures necessary to implement and/or carry out the directives of this Ordinance.

**Section 3. Severability.** If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**Section 4. Corrections by City Clerk.** Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including the correction of clerical errors in the body of this ordinance or exhibit(s) thereto; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 5. Effective Date.** This ordinance shall take effect and be in force five (5) days following its passage and publication, as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Harry Boesche, Acting City Attorney

Published: \_\_\_\_\_

# Ordinance 6933 – Exhibit A

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## **Chapter 2.13**

### **DEPARTMENT OF INNOVATION AND TECHNOLOGY**

#### Sections:

**2.13.010 Created**

**2.13.020 Powers and purpose**

**2.13.030 Director – Appointment – Duties**

#### **2.13.010 Created**

To established Innovation and Technology Department for managing the City's information technology resources, which shall include: Cybersecurity, telecommunications, data transport, and physical infrastructure which includes fiber optic network; routing and switching technologies, applications and application infrastructure, computer engineering and operations, data centers, servers, storage, and backup equipment; desktop, mobile, and printing devices; cloud services including, but not limited to, Software, Infrastructure, and Platform as a Service (SaaS, IaaS, PaaS) as defined by the National Institute of Standards and Technology; including, but not limited to, public-facing technology services, internal facing web services, maintenance of applications, and customer support for the above for the entire City.

#### **2.13.020 Powers and purpose**

The department of innovation and technology is primarily an internal service provider that is responsible for the following:

- A. Prepare and update technology strategic plans and policies for the City;
- B. Develop, promulgate, and implement City policies and standards governing the acquisition, management, and disposition of information technology resources;
- C. Develop policies and standards for the management, maintenance and operation of City information technology resources;

# Ordinance 6933 – Exhibit A

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- D. Develop and oversee an information technology training program for the City;
- E. Develop priorities and guidelines to assist City departments in preparing annual operating and capital information technology budgets;
- F. Review City department budget submittals to ensure that information technology budget priorities and guidelines are appropriately addressed in proposed budget allocations, and that all proposed uses of technology resources are consistent with the City's policies, standards and technology agenda;
- G. Make recommendations to the Mayor and City Council on changes to department information technology budget submittals for consistency with the City's policies, standards, and technology agenda;
- H. In collaboration with City departments, determine the most effective ways of providing information technology resources to City departments, including services and the management thereof, using City or contracted sources;
- I. Establish and regularly update information technology architecture for the City to ensure adequate attention to Cyber-security and disaster recovery;
- J. Establish a system of prices, rates and allocations, and charge City departments and other users for services furnished by the Department;

## **2.13.030 Director – Appointment – Duties**

The Director shall be the head of the Auburn's Innovation and Technology Department, shall be responsible for the administration of the Department, and shall:

- A. Oversee the administrative functions of the department of innovation and technology.
- B. Manage the preparation of the proposed annual budget of the Innovation and Technology Department, authorize necessary expenditures and enter into contracts for professional and expert services in accordance with the annual budget; develop and manage programs, and supervise development and maintenance, of adequate managerial and accounting systems and procedures;

## Ordinance 6933 – Exhibit A

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- C. Execute, administer, modify, and enforce such agreements and instruments as the Director shall deem both reasonably necessary to implement programs consistent with all applicable laws and ordinances and appropriate for carrying out the responsibilities, functions, and activities of the Department;
- D. Provide professional recommendations on City information technology issues, including the operations of the Innovation and Technology Department, budget allocation, policies, and standards for the acquisition, management, and disposition of information technology assets, and the most effective ways of providing information technology resources to support the missions of City departments; and
- E. Appoint, remove, supervise, and control employees in the Department in accordance with applicable rules, policies and regulations;
- F. Supervise department of innovation and technology staff and programs.
- G. Formulate and recommend comprehensive goals, policies, and strategies on matters related to the technology needs for the city and various departments.
- H. Oversee the preparation of grants and contracts.



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6934 (Krum)

**Date:**

March 27, 2024

**Department:**

Community Development

**Attachments:**

[Ordinance 6934](#)

[Ordinance 6934 Exhibit A](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Ordinance No. 6934.

**Background for Motion:**

Ordinance No. 6934 creates a new Chapter of City Code that lays out the responsibilities and authorities of the Office of Equity. All other City Departments have a comparable Chapter of City Code. This Ordinance will ensure that all Departments are treated equally and that there is greater clarity of purpose and role for the Department.

**Background Summary:**

Title 2 of the City Code includes a specific Chapter of Code for each Department within the City. Each chapter describes why the Department exists, the purpose and responsibilities of the Department, and the authorities and responsibilities that rest with the Director of the Department.

Ordinance No. 6934 adds a new Chapter 2.13 to Title 2 that provides these details for the Office of Equity.

Ordinance No. 6934 was presented to City Council during the March 25, 2024 Council Study Session and authorized to move forward to the April 1, 2024 City Council meeting for action.

**Reviewed by Council Committees:**

**Councilmember:** Yolanda Trout-Manuel

**Staff:**

Jason Krum

**Meeting Date:** April 1, 2024

Item Number:

ORD.B

**ORDINANCE NO. 6934**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
AUBURN, WASHINGTON, AMENDING TITLE 2 OF THE  
AUBURN CITY CODE FORMALIZING THE CREATION OF  
THE CITY OF AUBURN OFFICE OF EQUITY**

WHEREAS, the government of the City of Auburn holds the responsibility of continually striving to ensure that all members of the community are equitably afforded opportunities to participate in our democracy and that all are heard, valued and respected; and

WHEREAS, Title 2 of the Auburn City Code includes a separate chapter of code establishing each city department, the roles and responsibilities within the department, and the roles and responsibilities of each department director; and

WHEREAS, on July 15, 2019 the Auburn City Council enacted Resolution 5427 which engaged the services of Racing to Equity, the City's first Diversity, Equity and Inclusiveness (DEI) consultant which included a scope of service related to DEI training, research, analysis, development of an Employee Resource Group, facilitating affinity caucusing, and development of policies and tools around diversity and inclusiveness; and

WHEREAS, in August of 2020 the City of Auburn created and hired its first Equity Program Manager who worked out of the City's Human Resources and Risk Management Department; and

WHEREAS, the Equity Program Manager was responsible for the creation and delivery of a broad range of internal and external equity goals, strategies and outcomes

across all city departments and the broader Auburn community; and

WHEREAS, in January of 2022, in order to add strength to citywide equity initiatives and outcomes, the Mayor moved the position out of Human Resources and Risk Management and as a direct report to the Mayor; and

WHEREAS, in September of 2022 the Mayor created the Office of Equity in order to ensure that the office had a standalone budget and to highlight that equity work is on equal footing as other departments, and to ensure that the Chief Equity Officer has a voice and influence that is equal to other directors; and

WHEREAS, in 2023 the City of Auburn formed the REDI Coalition that is comprised of Auburn elected officials, directors and non-director employees; and

WHEREAS, the Coalition believes that a well-defined, permanent Office of Equity is an essential tool for reaching the city's internal and external equity goals and therefore supports the creation of Chapter 2.28 of the Auburn City Code to formally create the Office of Equity; and

WHEREAS, the Auburn City Council desires to formalize the creation of the City of Auburn Office of Equity;

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

**Section 1: Creation of the Office of Equity.** Chapter 2.28 of the Auburn City Code, as legally described in Exhibit A hereto, is adopted for the purpose of creating the Office of Equity and defining its responsibilities and authorities.

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Ordinance No. 6934  
March 27, 2024  
Page 3



**Section 2. Implementation of Ordinance.** The Mayor and her designee(s) are authorized to take such further actions and implement those administrative procedures necessary to implement and/or carry out the directives of this Ordinance.

**Section 3. Severability.** If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**Section 4. Corrections by City Clerk.** Upon approval of the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including the correction of clerical errors in the body of this ordinance or exhibit(s) thereto; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 5. Effective Date.** This ordinance shall take effect and be in force five (5) days following its passage and publication, as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Harry Boesche, Acting City Attorney

Published: \_\_\_\_\_

# Ordinance 6934 – Exhibit A

## **Chapter 2.28** **OFFICE OF EQUITY**

### Sections:

**2.28.010 Created**

**2.28.020 Powers and purpose**

**2.28.030 Director – Appointment – Duties**

### **2.28.010 Created**

For the purpose of providing leadership, support and strategy focused on equity within the community and the workplace, there is created and established a department of the city to be known as the office of equity.

### **2.28.020 Powers and purpose**

The office of equity provides both internal and external services and is responsible for the following:

- A. Developing and adapting a racial equity framework and city-wide workplan that clearly articulates vision, purpose and definitions to guide departments in incorporating racial equity principles into their operations, programs, services, and policies.
- B. Supporting departmental racial equity efforts, including but not limited to: development and implementation of city-wide racial equity plans, establishment of performance measures, data collection, and data reporting to track progress toward achieving racial equity, and supporting the implementation of the City's Title VI planning efforts, language access program, community engagement plans and department level racial equity plans.
- C. Development and implementation of city-wide training plans.
- D. Assembling and facilitating equity resource groups.
- E. Advise the Mayor, department heads and other senior leadership on racial equity considerations, impacts of their policy, programmatic, and operations decisions, and needed compliance efforts.
- F. Convene and coordinate department heads and other senior leadership as appropriate to elevate and advance citywide racial equity goals and initiatives.

## Ordinance 6934 – Exhibit A

- G. Assisting, in collaboration with Administration, Finance, and Human Resources as applicable, in developing, setting and/or supporting existing goals for individual departments regarding supplier diversity, workforce diversity, diversity of boards and commissions and any other goals as determined by the city council and mayor that impact the adopted racial equity framework.
- H. Assisting departments in developing guidelines for outreach, communication and community engagement to improve the scope and effectiveness of City efforts to ensure that all external communities receive information and have the opportunity to shape city policies and services.
- I. Approval of department equity plans, policy development includes an equity lens
- J. Publicly report on city-wide progress on identified equity performance measures.
- K. Increase community engagement efforts particularly in relation to the City's cultural communities and strengthening support to the City's advisory boards and commissions.

### **2.28.030 Director – Appointment – Duties**

The mayor shall appoint a director of the office of equity who is the best-trained and qualified person available therefor, and that person shall be the head of the office of equity. The director shall supervise and oversee the following:

- A. Oversee the administrative functions of the office of equity.
- B. Supervise office of equity staff and programs.
- C. Preparation and implementation of the budget for the department.
- D. Oversee the development and accountability measures of overarching citywide workplans and strategic plans that are focused on equity and inclusion.
- E. Formulate, recommend, and widely communicate comprehensive goals, policies, and strategies on matters related to community and workplace equity.
- F. Assist in the development of citywide training plans.
- G. Facilitate and support the work of internal employee equity teams.
- H. Provide technical support, expert guidance, and accountability to other departments in their efforts to develop and implement department level equity plans.
- I. Serve as a representative of the city on regional issues and regional boards.
- J. Develop and execute community engagement strategies and campaigns that are intended to provide better access to government services and that foster meaningful long-term relationships within the community.

## Ordinance 6934 – Exhibit A

| K. Oversee the preparation and implementation of grants and contracts.



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6935 (Krum)

**Date:**

March 27, 2024

**Department:**

Community Development

**Attachments:**

[Ordinance 6935](#)

[Ordinance 6935 Exhibit A](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Ordinance No. 6935.

**Background for Motion:**

Ordinance No. 6935 creates a new Chapter of City Code that lays out the responsibilities and authorities of the Department of Human Services. All other City Departments have a comparable Chapter of City Code. This Ordinance will ensure that all Departments are treated equally and that there is greater clarity of purpose and role for the Department.

**Background Summary:**

Title 2 of the City Code includes a specific Chapter of Code for each Department within the City. Each chapter describes why the Department exists, the purpose and responsibilities of the Department, and the authorities and responsibilities that rest with the Director of the Department.

Ordinance No. 6935 adds a new Chapter 2.13 to Title 2 that provides these details for the Department of Human Services.

Ordinance No. 6935 was presented to City Council during the March 25, 2024 Council Study Session and authorized to move forward to the April 1, 2024 City Council meeting for action.

**Reviewed by Council Committees:**

**Councilmember:** Yolanda Trout-Manuel

**Staff:**

Jason Krum

**Meeting Date:** April 1, 2024

Item Number:

ORD.C

**ORDINANCE NO. 6935**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
AUBURN, WASHINGTON, AMENDING TITLE 2 OF THE  
AUBURN CITY CODE FORMALIZING THE CREATION OF  
THE CITY OF AUBURN DEPARTMENT OF HUMAN  
SERVICES**

WHEREAS, Title 2 of the Auburn City Code includes a separate chapter of code establishing each city department, the roles and responsibilities within the department, and the roles and responsibilities of each department director; and

WHEREAS, the City of Auburn has had a long standing commitment to the delivery of human services that are designed to help our most vulnerable residents; and

WHEREAS, the Auburn City Council created Chapter 2.36 of the Auburn City Code that establishes the Human Services Committee which aids in the development and implementation of the delivery of human service funding; and

WHEREAS, the City of Auburn has a long standing history of allocating a portion of the City's general fund budget to direct towards agencies, partners, and strategies that are intended to provide human services; and

WHEREAS, over the last decade there has been a steep rise in homelessness, drug addiction, and mental health afflictions that have placed greater demand on human services and created greater need to invest in more strategies and solutions designed to help people; and

WHEREAS, since 2020 the City has increasingly made more financial and resource commitments to human services infrastructure concepts such as community court, a 365

day a year overnight shelter, a day shelter, and full time dedicated staff; and

WHEREAS, creation of the Human Services Department offers an opportunity to consolidate budgets that exist within different departments, establish unified and focused department strategies, and to further highlight the commitment by the City of Auburn to addressing human services and the community need; and

WHEREAS, the Auburn City Council desires to formalize the creation of the City of Department of Human Services;

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

**Section 1: Creation of the Department of Human Services.** Chapter 2.29 of the Auburn City Code, as legally described in Exhibit A hereto, is adopted for the purpose of creating the Department of Human Services and defining its responsibilities and authorities.

**Section 2. Implementation of Ordinance.** The Mayor and her designee(s) are authorized to take such further actions and implement those administrative procedures necessary to implement and/or carry out the directives of this Ordinance.

**Section 3. Severability.** If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**Section 4. Corrections by City Clerk.** Upon approval of the city attorney, the



city clerk is authorized to make necessary corrections to this ordinance, including the correction of clerical errors in the body of this ordinance or exhibit(s) thereto; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 5. Effective Date.** This ordinance shall take effect and be in force five (5) days following its passage and publication, as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Harry Boesche, Acting City Attorney

Published: \_\_\_\_\_

**Chapter 2.29**

**DEPARTMENT OF HUMAN SERVICES**

Sections:

**2.29.010 Created**

**2.29.020 Powers and Purpose**

**2.29.030 Director – Appointment – Duties**

**2.29.010 Created**

For the purpose of providing services and support to vulnerable populations within our community and to those who are experiencing, or at risk of experiencing homelessness, there is created and established a department of the city to be known as the department of human services.

**2.29.020 Powers and Purpose**

The department of human services provides is both an internal and external service provider that is responsible for the following:

- A. Developing and implementing programs and strategies designed to serve vulnerable populations within the city and to city residents that are experiencing homelessness or at risk of homelessness.
- B. Preparing recommendations for how the city's human services funding should be allocated.
- C. Managing contracts with agencies that aid in the delivery of human services.
- D. Advise the Mayor, department heads and other senior leadership on matters related to homelessness, supportive housing, shelter services, and services that are designed to prevent currently housed individuals from becoming homeless.
- E. Provide administrative oversight of city owned or managed resource hubs.

## Ordinance 6935 – Exhibit A

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### **2.29.030 Director – Appointment – Duties**

The mayor shall appoint a director of human services who is the best-trained and qualified person available therefor, and that person shall be the head of the department of human services. The director shall supervise and oversee the following:

- A. Oversee the administrative functions of the department of human services.
- B. Supervise department of human service staff and programs.
- C. Preparation and implementation of the budget for the department.
- D. Oversee the development of overarching citywide efforts and strategies that are focused on human services and eliminating homelessness.
- E. Formulate and recommend comprehensive goals, policies, and strategies on matters related to human services and homelessness.
- F. Serve as the Secretary to the Human Services Committee.
- G. Serve as a representative of the city on regional issues and regional boards.
- H. Oversee the preparation of grants and contracts.
- I. Provide administrative oversight of the programming and operations of the Auburn Consolidated Resource Center (ACRC).
- J. Serve as a liaison to shelter service providers that serve Auburn residents.