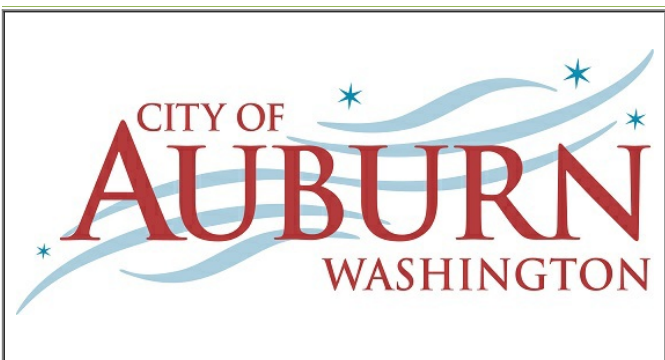


	City Council Meeting November 7, 2022 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. **CALL TO ORDER**

II. **LAND ACKNOWLEDGEMENT**

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, November 7, 2022 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: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/81839577157>

A. **Pledge of Allegiance**

IV. **Roll Call**

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

A. **Native American Heritage Month**

Mayor Backus to proclaim November 2022 as "Native American Heritage Month" in the City of Auburn

B. Small Business Saturday

Mayor Backus to proclaim November 26, 2022 as "Small Business Saturday" in the City of Auburn

VI. **APPOINTMENTS**

A. Junior City Council

City Council to approve the appointment of Khysner Ghein to Auburn Junior City Council for a two year term expiring December 31, 2024

(RECOMMENDED ACTION: Move to approve the appointment of Khysner Ghein to the Auburn Junior City Council, for a two year term to expire December 31, 2024.)

VII. **AGENDA MODIFICATIONS**

VIII. **CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

A. **Public Hearings**

1. Public Hearing for Ordinance No. 6879 (Thomas)

A Public Hearing to consider Ordinance No. 6879 adopting the 2023-2024 Biennial Operating Budget for the City of Auburn, Washington

2. Public Hearing for Ordinance No. 6880 (Thomas)

A Public Hearing to consider Ordinance No. 6880 establishing the levy for regular property taxes by the City of Auburn for collection in 2023 for general City operational purposes in the amount of \$24,110.666

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.

The public can provide comments in-person or submit written comments in advance of the scheduled meeting. 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

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

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

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

X. 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 October 10, 2022 and October 24, 2022 Study Session Meeting
- B. Minutes of the October 17, 2022 City Council Meeting
- C. Claims Voucher (Thomas)
Claims voucher list dated November 7, 2022 which includes voucher numbers 469903 through 470124, in the amount of \$3,091,532.78 and five wire transfers in the amount of \$857,824.46
- D. Payroll Voucher (Thomas)
Payroll check numbers 539429 through 539434 in the amount of \$562,121.08, electronic deposit transmissions in the amount of \$2,357,601.98 for a grand total of \$2,919,723.06 for the period covering October 13, 2022 to November 2, 2022
- E. Public Works Project No. CP2118 (Gaub)
City Council to approve an increase of \$12,200.00 in the total maximum authorized contract amount for Public Works Contract No. 22-12; Construction of Project No. CP2118, North Airport Stormwater Improvements Phase 2

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ORDINANCES

- A. Ordinance No. 6887 (Gaub)
An Ordinance granting to Sprint Communications Company, L.P. a Delaware Corporation, a franchise for telecommunications

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6887.)

XIV. RESOLUTIONS

- A. Resolution No. 5687 (Tate)
A Resolution approving the South King Housing and Homelessness 2023 Work Plan and 2023 Operating Budget

(RECOMMENDED ACTION: Move to adopt Resolution No. 5687.)

- B. Resolution No. 5688 (Tate)
A Resolution adopting the 2023 Community Development Block Grant Action Plan for the Consolidated Plan Years 2023-2024

(RECOMMENDED ACTION: Move to adopt Resolution No. 5688.)

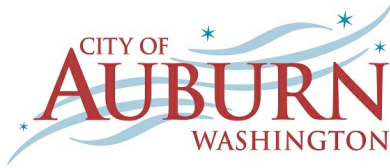
XV. MAYOR AND COUNCILMEMBER REPORTS

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**
- C. **Pledge of Allegiance**

XVI. 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 Ordinance No. 6879 (Thomas)

Date:

October 24, 2022

Department:

Finance

Attachments:

[Ordinance Adopting 2023-24 Operating Budget](#)

Budget Impact:

\$224,064,233 - 2023

\$248,713,031 - 2024

Administrative Recommendation:

City Council to hold a public hearing in consideration of Ordinance No. 6879 adopting the 2023-2024 Biennial Operating Budget.

Background for Motion:**Background Summary:**

As part of the biennial budget process, the Council has reviewed the details of the

proposed 2023-2024 Biennial Budget during a series of budget workshops in September 2022.

Goals, priorities, and projects were discussed and as a result the City has prepared the Preliminary 2023-2024 Biennial Budget, which is summarized below:

2023	General Fund		All other Funds	
Beginning Fund Balance	\$	16.4	\$	89.0
Revenues		91.2		118.7
Expenditures		98.1		126.0
Ending Fund Balance	\$	9.5	\$	81.7
2024	General Fund		All other Funds	
Beginning Fund Balance	\$	9.5	\$	81.7
Revenues		101.9		123.2
Expenditures		101.4		147.3
Ending Fund Balance	\$	10.0	\$	57.6
in millions, rounded				

One of the most crucial elements to the budget are the significant General Fund revenues. Property Tax revenue accounts for approximately 29% of the General Fund revenue and the 2023 Property Tax levy must be adopted by the Council prior to November 30th each year, for the upcoming fiscal year. The property tax levy increases are limited to a 1% increase or Implicit Price Deflator (IPD), whichever is less. In the event the IPD is less than 1%, the City may levy the full 1% if it has established a substantial need. Since the current IPD is greater than 1%, the City may automatically levy the full 1% without establishing substantial need.

The purpose of this presentation update is to summarize the significant elements of the Preliminary 2023-2024 Biennial Budget and review the City's proposed Property Tax levy for 2023, prior to the first public hearing set for November 7, 2022.

Reviewed by Council Committees:

Councilmember: Baggett

Staff: Thomas

Meeting Date: November 7, 2022

Item Number: PH.1

ORDINANCE NO. 6879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, ADOPTING THE 2023-2024
BIENNIAL OPERATING BUDGET FOR THE CITY OF AUBURN,
WASHINGTON

THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. As required by Chapter 35A.34 RCW, the Mayor of the City of Auburn has completed and placed on file with the City Clerk of the City of Auburn a preliminary biennial operating budget for 2023-2024. Notice was published, as required by law, stating that: a) the Mayor had completed and placed the preliminary budget on file; b) a copy would be provided at the office of the City Clerk to any taxpayer who requested a copy; c) the City Council of the City of Auburn would meet on November 21, 2022 at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street, Auburn, Washington for the purpose of fixing the budget and any taxpayer might appear at such time and be heard for or against any part of the budget; d) the Mayor provided a suitable number of copies of the detailed preliminary operating budget to meet the reasonable demands of taxpayers; e) the Mayor and the City Council met at the time and place designated in the notice and all taxpayers of the City were given full opportunity to be heard for or against the budget; f) the City Council has conducted public hearings on November 7, 2022, and November 21, 2022 to consider this preliminary operating budget; g) at the meeting held by the City Council on the November 21, 2022 the City Council considered modifications of the proposed operating budget and approved the 2023-2024 biennial budget for the City of Auburn as adopted by this Ordinance as shown on Schedule A.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

PUBLISHED: _____

Schedule A

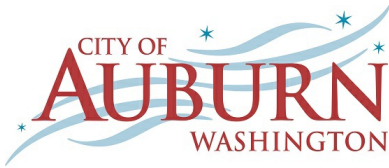
2023 OPERATING FUNDS BUDGET SUMMARY

Fund		Beginning Fund Balance	2023 Resources	2023 Expenditures	Ending Fund Balance
GENERAL FUND		\$16,428,633	\$91,190,426	\$98,143,349	\$9,475,710
SPECIAL REVENUE FUNDS	Hotel/Motel Tax	480,179	143,900	177,100	446,979
	American Rescue Plan Act (ARPA)	-	4,030,000	4,030,000	-
	Drug Forfeiture	857,236	148,000	392,671	612,565
	Housing & Community Development	42,842	650,000	650,000	42,842
	Business Improvement Area	97,502	-	90,000	7,502
	Cumulative Reserve	30,713,551	80,000	1,391,450	29,402,101
DEBT SERVICE	City Hall Annex 2010 A&B Bond	-	-	-	-
	Local Revitalization 2010 C&D Bond	-	-	-	-
	2020 LTGO A&B Refunding Bonds	662,707	1,507,600	1,507,600	662,707
	LID #249	1,687	10	-	1,697
	LID #350	-	-	-	-
	Golf / Cemetery 2016 Refunding	-	370,700	370,700	-
	SCORE 2009 A&B Bond	-	1,366,100	1,366,100	-
ENTERPRISE FUNDS	Water	10,210,632	20,513,410	24,485,990	6,238,052
	Sewer	9,299,995	9,573,200	10,346,701	8,526,494
	Sewer Metro	3,328,134	20,613,900	20,586,400	3,355,634
	Storm Drainage	12,957,725	11,087,600	10,729,632	13,315,693
	Solid Waste	2,135,607	26,646,830	26,533,984	2,248,453
	Airport	601,969	1,653,800	1,988,188	267,581
	Cemetery	1,812,215	1,432,300	2,308,402	936,113
INTERNAL SERVICE FUNDS	Insurance	1,710,775	12,000	182,500	1,540,275
	Workers' Compensation	3,102,720	1,144,900	750,700	3,496,920
	Facilities	415,868	4,683,900	4,731,374	368,394
	Innovation and Technology (includes Multimedia)	3,155,085	9,046,000	9,173,835	3,027,250
	Equipment Rental	1,769,286	3,527,200	3,564,826	1,731,660
FIDUCIARY FUNDS	Fire Pension	1,790,627	103,600	196,256	1,697,971
	SKHHP (South King Housing & Homelessness Partners)	1,668,893	297,400	366,475	1,599,818
PERMANENT FUNDS	Cemetery Endowment Care	2,158,347	64,130	-	2,222,477
TOTAL OPERATING BUDGET		\$105,402,215	\$209,886,906	\$224,064,233	\$91,224,888
TOTAL OPERATING BUDGET		\$315,289,121		\$315,289,121	

Schedule A

2024 OPERATING FUNDS BUDGET SUMMARY

Fund		Beginning Fund Balance	2024 Resources	2024 Expenditures	Ending Fund Balance
GENERAL FUND		\$9,475,710	\$101,921,889	\$101,372,924	\$10,024,675
SPECIAL REVENUE FUNDS	Hotel/Motel Tax	446,979	143,900	177,100	413,779
	American Rescue Plan Act (ARPA)	-	4,246,866	4,246,866	-
	Drug Forfeiture	612,565	148,000	404,917	355,648
	Housing & Community Development	42,842	650,000	650,000	42,842
	Business Improvement Area	7,502	-	7,502	-
	Cumulative Reserve	29,402,101	80,000	12,959,994	16,522,107
DEBT SERVICE	City Hall Annex 2010 A&B Bond	-	-	-	-
	Local Revitalization 2010 C&D Bond	-	-	-	-
	2020 LTGO A&B Refunding Bonds	662,707	1,504,200	1,504,100	662,807
	LID #249	1,697	10	-	1,707
	LID #350	-	-	-	-
	Golf / Cemetery 2016 Refunding	-	374,400	374,400	-
	SCORE 2009 A&B Bond	-	1,366,200	1,366,200	-
ENTERPRISE FUNDS	Water	6,238,052	18,963,410	21,242,749	3,958,713
	Sewer	8,526,494	9,661,700	10,676,197	7,511,997
	Sewer Metro	3,355,634	21,989,300	21,961,800	3,383,134
	Storm Drainage	13,315,693	11,160,700	17,964,446	6,511,947
	Solid Waste	2,248,453	28,102,400	28,328,158	2,022,695
	Airport	267,581	1,938,000	2,107,005	98,576
	Cemetery	936,113	1,432,300	1,878,038	490,375
INTERNAL SERVICE FUNDS	Insurance	1,540,275	12,000	182,500	1,369,775
	Workers' Compensation	3,496,920	1,144,900	751,000	3,890,820
	Facilities	368,394	4,451,000	4,468,294	351,100
	Innovation and Technology (includes Multimedia)	3,027,250	11,696,580	11,755,538	2,968,292
	Equipment Rental	1,731,660	3,608,990	3,749,447	1,591,203
FIDUCIARY FUNDS	Fire Pension	1,697,971	103,600	206,256	1,595,315
	SKHHP (South King Housing & Homelessness Partners)	1,599,818	331,000	377,600	1,553,218
PERMANENT FUNDS	Cemetery Endowment Care	2,222,477	64,130	-	2,286,607
TOTAL OPERATING BUDGET		\$91,224,888	\$225,095,475	\$248,713,031	\$67,607,332
TOTAL OPERATING BUDGET		\$316,320,363		\$316,320,363	



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for Ordinance No. 6880 (Thomas)

Date:

October 24, 2022

Department:

Finance

Attachments:

[Ordinance 6880 2023 Property Tax Levy](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to hold a public hearing in consideration of Ordinance No. 6880 - 2023 Property Tax Levy.

Background for Motion:**Background Summary:**

Proposed Ordinance 6880 establishes the 2023 Property Tax Levy based on the assessed valuations provided by King County. It represents a 1% increase over 2022, plus one-time increases due to new construction and refunds. The following table summarizes the 2023 Property Tax Levy calculation.

Table 1 - 2023 Property Tax Levy Calculation	
2022 Levy	\$ 23,871,947
1% increase for 2023	\$ 238,719
2023 Levy	\$ 24,110,666
Plus: Estimated New Construction	\$ 247,039
Plus: Estimated Refund Levy	\$ 67,455
Total 2023 Amount	\$ 24,425,160

As of this date, the county has preliminarily established the 2023 assessed valuation (including estimated new construction) for the City of Auburn at \$17.5 billion, which is a 21.5% increase over the 2022 assessed value of \$14.4 billion. The 2023 Property Tax Levy will be distributed to the General Fund to support general governmental operations.

Reviewed by Council Committees:

Councilmember: Baggett

Staff: Thomas

Meeting Date: November 7, 2022

Item Number: PH.2

ORDINANCE NO. 6880

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ESTABLISHING THE LEVY FOR REGULAR PROPERTY TAXES BY THE CITY OF AUBURN FOR COLLECTION IN 2023 FOR GENERAL CITY OPERATIONAL PURPOSES IN THE AMOUNT OF \$24,110,666

WHEREAS, the City Council of the City of Auburn has met and considered its budget for the calendar year 2023; and

WHEREAS, pursuant to RCW 84.55.120 the City Council held public hearings on November 7, 2022 and November 21, 2022, after proper notice was given, to consider the City of Auburn's 2023-2024 biennial budget and the regular property tax levy to support it; and

WHEREAS, the City Council of the City of Auburn, after public hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Auburn requires property tax revenue and any increase of new construction and improvements to property, any increase in the value of state-assessed property, annexations, and any refund levies in order to discharge the expected expenses and obligations of the City and in its best interest; and

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

Section 1. Regular property taxes for collection in the City of Auburn

for the year 2023 are authorized in the amount of \$24,110,666. Not including the addition of new construction and improvements to property, any increases related

to the value of state assessed property, and any refund levies available, the regular property tax levy for 2023 collection represents an increase from regular property taxes levied for collection in 2022 of \$238,719 which is a 1.0% increase in revenue from the previous year.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application of it to any person or circumstance will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

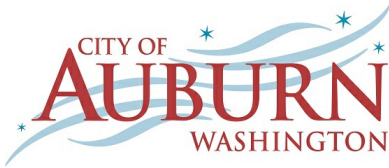
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the October 10, 2022 and October 24, 2022 Study
Session Meeting

Date:

November 1, 2022

Department:

City Council

Attachments:

[10-10-2022 Minutes](#)

[10-24-2022 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

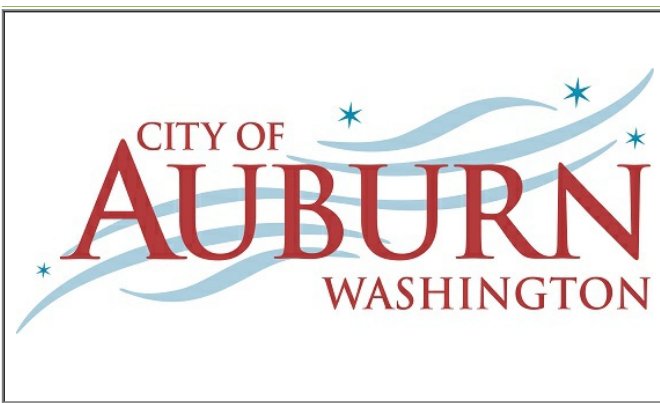
Revised Budget: \$0

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

Meeting Date: November 7, 2022

Staff:

Item Number: CA.A

	City Council Study Session Community Wellness Special Focus Area October 10, 2022 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns and Yolanda Trout-Manuel.

Department directors and staff members present included: City Attorney Kendra Comeau, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jeff Tate, Director of Innovation and Technology David Travis, Financial Planning Manager Frank Downard, Chief Equity Officer Brenda Goodson-Moore, Community Services Manager Joy Scott, Right-of-Way Specialist Amber Olds, Communications Manager Jonathan Glover, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No.6883 - Utility Rate Amendment (Thomas) (60 Minutes) FCS Utility Rate Study Presentation

Manager Downard introduced Project Manager Tacia from the FCS Group. She provided Council with an overview of Ordinance No. 6883 including an overview of the rate setting process, revenue requirements, key assumptions, financial policies, water revenue requirements, sewer revenue requirements, and stormwater revenue requirements.

Council discussed cost of infrastructure, the Clean Water Plan, rate

increases, and water debt service.

B. Ordinance No. 6887 (Gaub) (5 Minutes)

An Ordinance granting Sprint Communications Company, L.P. a Delaware Corporation, a franchise for telecommunications

Specialist Olds provided Council with an overview of Ordinance No. 6887 granting Sprint Communications Company a franchise for telecommunications.

IV. COMMUNITY WELLNESS DISCUSSION ITEMS

A. Human Services Funding Overview 2023/2024 Grant Funding (Tate) (30 Minutes)

Overview of the 2023/2024 Human Services Grant Funding Application and Review Process

Councilmember Mulenga Chaired this portion of the meeting.

Manager Scott provided Council with an overview of the 2023-2024 Human Services Funding Update including the General Fund vs. the Community Development Block Grant (CDBG), application review timeline, funding, history of the Human Services Committee, priority areas, outreach, technical assistance and support, applications received, review process, 2023-2024 planned expenditures, and needs assessment.

Council discussed demographics statistics, funding, report cards, and priority areas.

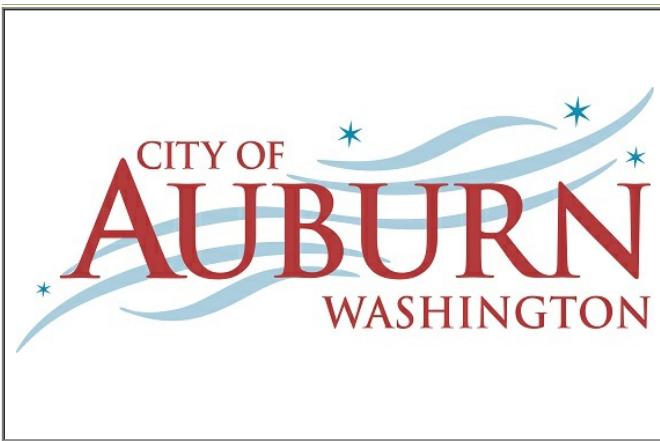
V. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:48 p.m.

APPROVED this 7th day of November, 2022.

JAMES JEYARAJ, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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

	City Council Study Session Finance, Technology and Economic Development Special Focus Area October 24, 2022 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

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

Department directors and staff members present include: City Attorney Kendra Comeau, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Finance Jamie Thomas, Director of Parks, Arts, and Recreation Daryl Faber, Director of Human Resources & Risk Management Candis Martinson, Director of Community Development Jeff Tate, Community Services Manager Joy Scott, Director of Innovation and Technology David Travis, Financial Planning Manager Frank Downard, Chief Equity Officer Brenda Goodson-Moore, Network Analyst Eric Dusoleil, and Deputy City Clerk Hannah Scholl.

III. AGENDA MODIFICATION

Ordinance No. 6883 was moved to the first item on the agenda due to an outside presenter.

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Pay Equity Audit (Martinson) (15 Minutes)

Equal Pay and Opportunities Act (EPOA) Fall 2022 Presentation

Director Martinson provided Council with an overview of the Equal Pay and Opportunities Act including number of full-time City employees, representative groups, overview of Human Resources programs and

services, employee rights, job applicant rights, consultation process, equal career advancement opportunities, open wage discussions, and retaliation protections.

Council discussed criteria, pay scales, market analysis, metrics, and benefits.

B. Resolution No. 5688 (Tate) (15 Minutes)

A Resolution adopting the 2023 Community Development Block Grant Action Plan for the consolidated plan years 2020-2024

Manager Scott provided Council with an overview of the Community Development Block Grant 2023 Annual Action Plan including background, administrative requirements, eligible activities, projects, goals, timeline, and next steps.

Council discussed allocation criteria, and the administrative cap.

V. FINANCE, TECHNOLOGY AND ECONOMIC DEVELOPMENT DISCUSSION ITEMS

A. Ordinance No. 6883 - Utility Rate Amendment Presentation (Thomas) (30 Minutes)

Review the work performed by FCS Group and summarize their findings

Councilmember Baggett Chaired this portion of the meeting.

Manager Downard introduced Sergey Tarasov from FCS Group who provided Council with a Cost of Service Analysis Update including background, revenue requirements, bill comparisons, rate setting process, cost of service process, cost of service classifications, results for water, sewer and stormwater and next steps.

B. Ordinance No. 6879 (Thomas) (20 Minutes)

An Ordinance adopting the 2023-2024 Biennial Operating Budget for the City of Auburn, Washington

Director Thomas provided Council with an overview of the Preliminary 2023-2024 Biennial Budget including budget calendar, general fund expenditures, summary of new programs, major revenue, property tax, 2023 estimated levy, capital projects, reserve policy, and next steps.

Council discussed assessed valuation increase and proprietary funds.

C. Ordinance No. 6880 (Thomas) (5 Minutes)

An Ordinance establishing the levy for regular property taxes by the City of Auburn for collection in 2023 for general City operational purposes in the amount of \$24,110,666

Director Thomas provided Council with an overview of Ordinance No. 6880 which establishes the levy for regular property taxes by the City for collection in 2023.

D. Ordinance No. 6882 (Thomas) (5 Minutes)

An Ordinance increasing the rate of tax on water, storm drainage, sewer, and garbage/solid waste utilities in the City, amending Sections 3.40.010 and 3.41.010 of the Auburn City Code

Director Thomas provided Council with an overview of Ordinance No. 6882 which increases the rate of tax on water, storm drainage, sewer and garbage/solid waste utilities, amending sections 3.40.010 and 3.41.010 of the Auburn City Code.

E. Ordinance No. 6888 (Thomas) (5 Minutes)

An Ordinance adopting the 2023-2024 Biennial Capital Budget

Director Thomas provided Council with an overview of Ordinance No. 6888 which adopts the 2023-2024 Biennial Capital Budget.

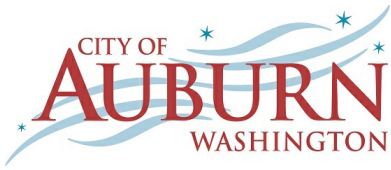
VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:09 p.m.

APPROVED this 7th day of November, 2022.

JAMES JEYARAJ, DEPUTY MAYOR Hannah Scholl, Deputy City Clerk

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the October 17, 2022 City Council Meeting

Department:

City Council

Attachments:

[10-17-2022 Minutes](#)

Date:

November 1, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

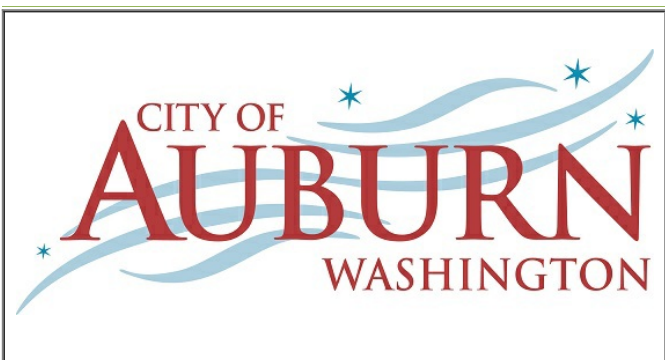
Revised Budget: \$0

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

Meeting Date: November 7, 2022

Staff:

Item Number: CA.B

	City Council Meeting October 17, 2022 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

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

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

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

Department directors and staff members present included: Senior City Staff Attorney Harry Boesche, Real Estate Manager Josh Arndt, Airport Manager Tim Mensonides, Chief of Police Mark Caillier, Director of Administration Dana Hinman, Assistant Director of Public Works Jacob Sweeting, Director of Parks, Arts, and Recreation Daryl Faber, Chief Equity Officer Brenda Goodson-Moore, Development Services Manager Jason Krum, Director of Finance Jamie Thomas, Community Services Manager Joy Scott, Director of Innovation and Technology David Travis, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, reports or presentations.

VI. APPOINTMENTS

A. Junior City Council

City Council to approve the appointment of Emily Helms to the Auburn Junior City Council for a two year term to expire December 31, 2023

Deputy Mayor Jeyaraj moved and Councilmember Brown seconded to appoint Emily Helms to the Auburn Junior City Council for a two year term to expire on December 31, 2023.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Parks & Recreation Board

City Council to approve the appointment of Matt Jennings to the Parks & Recreation Board for a three year term expiring December 31, 2024

Councilmember Trout-Manuel moved and Councilmember Baggett seconded to appoint Matt Jennings to the Parks & Recreation Board for a three year term to expire on December 31, 2024.

MOTION CARRIED UNANIMOUSLY. 6-0

VII. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VIII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Sprint Communications Company, L.P.
Franchise Agreement No. FRN21-0003

A Public Hearing to consider Franchise Agreement No. FRN21-0003 for Sprint Communications Company, L.P.

No one came forward to speak.

2. Public Hearing for the 2023 Community Development
Block Grant Annual Action Plan

A Public Hearing for the City of Auburn's Community Development Block Grant 2023 Annual Action Plan

No one came forward to speak.

B. Audience Participation

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

No one came forward to speak.

C. Correspondence

There was no correspondence for Council to review.

IX. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Baldwin have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

X. 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 September 20, 2022 and September 27, 2022
Special City Council Meetings

B. Minutes of the October 3, 2022 City Council Meeting

C. Claims Voucher (Thomas)

Claims voucher list dated October 17, 2022 which includes voucher numbers 469732 through 469902, in the amount of \$4,504,369.72 and three wire transfers in the amount of \$707,295.53

D. Payroll Voucher (Thomas)

Payroll check numbers 539421 through 539428 in the amount of \$73,958.22, electronic deposit transmissions in the amount of \$2,467,575.75 for a grand total of \$2,541,533.97 for the period covering September 29, 2022 to October 12, 2022

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

MOTION CARRIED UNANIMOUSLY. 6-0

XI. UNFINISHED BUSINESS

There was no unfinished business.

XII. NEW BUSINESS

There was no new business.

XIII. RESOLUTIONS

A. Resolution No. 5683 (Comeau/Gaub)

A Resolution authorizing the Mayor to enter into a Lease Agreement with S50 Hangars, LLC at the Auburn Municipal Airport

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Resolution No. 5683.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5684 (Backus)

A Resolution ratifying the rescission of Emergency Proclamation 2020-02 related to COVID-19

Deputy Mayor Jeyaraj moved and Councilmember Mulenga seconded to adopt Resolution No. 5684.

MOTION CARRIED UNANIMOUSLY. 6-0

XIV. 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

Councilmember Baggett reported he attended the Auburn Tower Open House for Health Point and will be attending the King County Regional Transit Committee Meeting.

Councilmember Trout-Manuel reported she attended the King County Best Start with Kids Children Youth Board, the Auburn Tower Open House for Health Point, National League Human Development Board, and the Mariners Rally outside City Hall, and the Ribbon Cutting Event at Legacy Plaza.

B. From the Mayor

Mayor Backus reported she attended an Eagle Scout Chord of Honor event, and met with Senator Salomon and Mullet regarding the Blake Decision.

XV. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:24 p.m.

APPROVED this 7th day of November, 2022.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Voucher (Thomas)

Department:

Finance

Attachments:

No Attachments Available

Date:

October 12, 2022

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 November 7, 2022 which includes voucher numbers 469903 through 470124, in the amount of \$3,091,532.78 and five wire transfers in the amount of \$857,824.46

Reviewed by Council Committees:

Councilmember: Baggett

Staff:

Thomas

Meeting Date: November 7, 2022

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

October 12, 2022

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:**

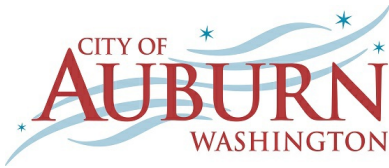
Payroll check numbers 539429 through 539434 in the amount of \$562,121.08, electronic deposit transmissions in the amount of \$2,357,601.98 for a grand total of \$2,919,723.06 for the period covering October 13, 2022 to November 2, 2022.

Reviewed by Council Committees:**Councilmember:**

Meeting Date: November 7, 2022

Staff:

Item Number: CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP2118 (Gaub)

Department:

Public Works

Attachments:

[Vicinity Map](#)

Date:

November 2, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve an increase of \$12,200.00 in the total maximum authorized contract amount for Public Works Contract No. 22-12; Construction of Project No. CP2118, North Airport Stormwater Improvements Phase 2.

Background for Motion:**Background Summary:**

Auburn City Code (ACC) Chapter 3.10 specifies the total maximum authorized contract amount for public work contracts based on contract value. The maximum authorized contract amount includes the original contract amount plus an authorized contingency. The code allows for administrative approval of change order work within the authorized contingency amount. If additional contingency exists within the overall project budget, the code also allows the City Council to increase the total maximum authorized contract amount, which is an increase to the authorized contingency available for administrative approval.

This North Airport Stormwater Improvements Phase 2 project eliminated an existing surface storm drainage pond at the Auburn Municipal Airport. Removing this pond eliminated the existing bird netting and vegetation management issues for this pond. Construction began in August 2022 and was complete in October 2022.

This requested increase in the maximum authorized contract amount will use available overall project contingency to provide for items of work that were not part of the original contract as follows:

The contractor constructed a larger diameter storm drainage force main than originally planned. To eliminate the storm pond it was necessary to extend the existing storm drainage force main. City records indicated that the existing force main was 12-inches in diameter. However once construction began the contractor discovered the existing pipe was actually 24-inches in diameter and therefore it was necessary to upsize the new force main extension to match the existing 24-inch diameter pipe.

To fund these changes, an increase in the total authorized contract amount of \$12,200.00 will be required, which is available within the existing overall project budget. After the allocation of

this additional construction contract contingency, the remaining project budget contingency is as follows:

A project budget contingency of \$500,780.00 remains in the 462 storm drainage fund.

Reviewed by Council Committees:

Councilmember: Stearns

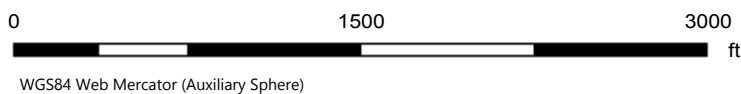
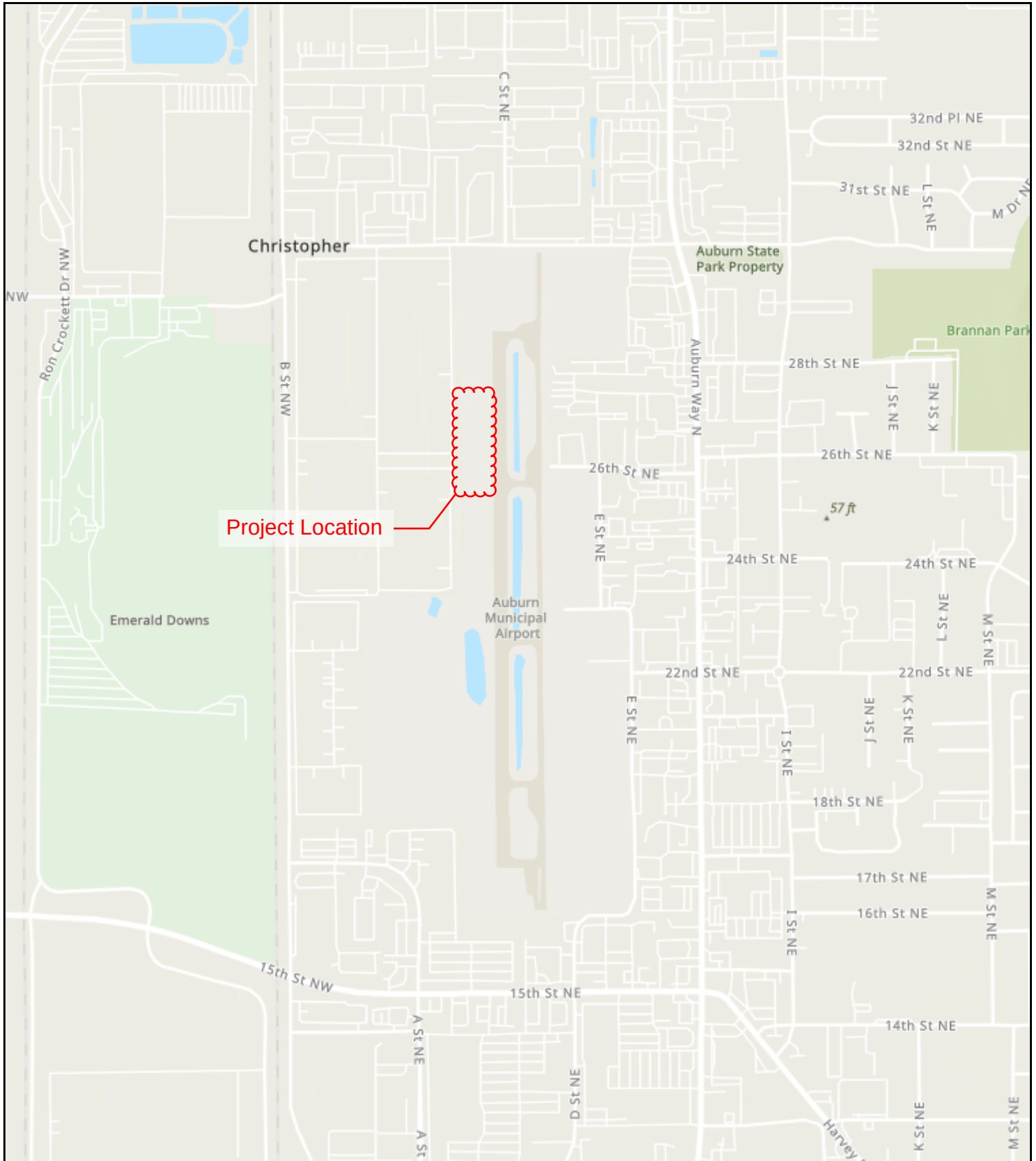
Staff: Gaub

Meeting Date: November 7, 2022

Item Number: CA.E

VICINITY MAP
CP2118, North Airport Stormwater Improvements Phase 2

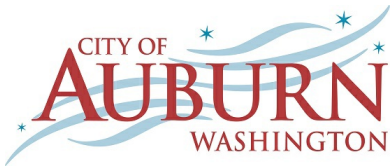
Printed On: 10/31/2022
Map created by City of Auburn eGIS



1: 14684



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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6887 (Gaub)

Department:

Public Works

Attachments:

[Ordinance No. 6887](#)

Date:

September 30, 2022

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6887.

Background for Motion:

This Ordinance allows Sprint Communications Company, L.P. to continue to operate their existing fiber optic telecommunications facilities located in the public way under a new franchise Agreement as their current agreement is in a month to month status. Sprint does not currently serve any customers inside of the city limits from the existing facilities.

Background Summary:

Section 20.02.040 of the Auburn City Code requires a franchise for any telecommunications carrier or operator to use public ways of the City and to provide telecommunications services to any person or areas inside or outside of the City.

Sprint Communications Company, L.P. has applied for a new franchise agreement to continue to operate their existing fiber optic telecommunications facilities located in the public way in 6 east/west road crossings through the Union Pacific Rail Road property that runs north/south through the City as their current agreement is in a month to month status. Sprint does not currently serve any customers inside of the city limits from the existing facilities.

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

A staff presentation was given at the October 10, 2022 Study Session discussing Draft Ordinance No. 6887. A Public Hearing to consider this application and hear public comment was held before the City Council on October 17, 2022, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6887 authorizes Franchise Agreement No. FRN21-0003 with Sprint Communications Company, L.P. subject to the terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Stearns

Staff: Gaub

Meeting Date: November 7, 2022

Item Number: ORD.A

ORDINANCE NO. 6887

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO SPRINT COMMUNICATIONS COMPANY, L.P. A DELAWARE CORPORATION, A FRANCHISE FOR TELECOMMUNICATIONS.

WHEREAS, Sprint Communications Company, L.P. ("Franchisee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those 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 and its inhabitants to grant the franchise to Franchisee.

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit "A", attached hereto and incorporated by reference. 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.

Section 2. Definitions

For the purpose of this agreement and enforcement thereof, definitions of words and phrases shall be in accordance with Auburn City Code 20.02.020. In addition, the following definitions apply:

- A. "ACC" means the Auburn City Code.
- B. "Franchise Area" means the public ways as specified in Exhibit "A". Franchise Area does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization or other permissions from third parties, and including any necessary permits from any regulatory authority.
- C. "Franchisee's Facilities" means fiber optic and broadband communications services constructed and operated within the Franchise Area including all cables, wires, conduits, ducts, pedestals, and any associated converter equipment or other items necessary for Telecommunications Services as defined in Chapter 35.99.010(7) RCW, 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 Chapter 80.36.375 RCW. 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.

D. "Franchisee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using Franchisee's Facilities in the Franchise Area, 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 Franchise Area and other lawful services not prohibited by this Ordinance. However, Franchisee's Services will not include the provision of "cable services", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

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.

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: Sprint Communications Company L.P.
Mailstop: KSOPHT0101-Z2040
6220 Sprint Parkway
Overland Park, KS 66251-2650
Attn: Manager, Wireline Real Estate
Telephone: 913-315-3229
Email: ROWRenewals@t-mobile.com

With a Copy to: Sprint Communications Company L.P. c/o T-Mobile
Attn: Managing Attorney, Real Estate
12920 SE 38th Street
Bellevue, Washington 98006

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 needs: 800-877-6627, Option 1, provided, however, that the use of such phone number shall not constitute notice pursuant to the term of this Agreement.

Section 4. Term of Agreement

A. This Franchise shall run for a period of five (5) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement. Franchisee may apply for renewal of this Franchise for one additional five year term by filing a complete application not less than 180 days before expiration of this Franchise following the process specified under ACC 20.04 as it now exists or is amended.

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.

C. Notwithstanding the above provisions, Franchisee may terminate this Franchise at any time with 180 days' written notice. Such termination requires removal of Franchisee's Facilities under ACC 20.02.220.

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 "B"), (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 undertaking 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 to the extent such emergency response work is required as a direct result of Franchisee's Facilities. Franchisee will reimburse the City for Franchisee's proportionate share of any direct and non-direct emergency response cost incurred by the City where the Franchisee's Facilities are determined by the City to be a contributing factor to such 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 Franchisee's 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 any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except to the extent those claims, suits, action, liabilities, losses or damages are caused by the sole negligence or willful misconduct 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 rights-of-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 ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, 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 a Certificate Holder and included 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 Insurance Services Office (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 included as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain the following insurance 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 \$1,000,000.00.

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 for all alleged and actual negligence and intentional acts arising out of Franchisee operations 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 and Independent Contractors. The Franchisee shall cause each and every subcontractor and independent contractor 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. The Franchisee shall ensure that the City is a named certificate holder and included as an additional insured on each and every subcontractor's and independent contractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

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 evidence of all subcontractors' and independent contractors' 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 or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

K. 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) 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; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) 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) in the form of a performance bond 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, beyond all applicable notice and cure periods, 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 Prior to City accessing the Performance Bond, it shall first give Franchisee written notice of its intention to do so and with that notice shall provide to Franchisee written documentation of the loss, damage or expense for which the City seeks compensation from the Performance Bond. Such notice and documentation shall be provided by City as soon as practicable as determined by the City, after the date of the occurrence which gives rise to City's claimed loss, damage or expense. 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.

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: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee 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 security 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 Franchisee's 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:

Shawn Campbell, City Clerk
APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Published: _____

EXHIBIT "A"

FRANCHISE AREA

Sprint fiber optic cable is located in the Union Pacific Railroad Road property that runs north/south through the City and occupies Five Hundred and Forty-Two (542) +/- linear feet of City public way through six east/west road crossings pursuant to City of Auburn, WA Public Works Department ROW Use Permit No. 87-02 issued September 15, 1987. The specific crossing locations that make up the Franchise Area are adjacent to the Union Pacific Rail line and are as follows:

1. Crossing at S 277th Street, 80 feet 4 inches.
2. Crossing S 285th Street (aka 44th Street NW), 110 feet 4 inches.
3. Crossing 37th Street NW, 90 feet 4 inches.
4. Crossing 29th Street NW, 30 feet.
5. Crossing West Main Street, 90 feet 4 inches.
6. Crossing 15th Street SW, 140 feet 4 inches.

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

Sprint Communications Company L.P., 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: Sprint Communications Company L.P.

Address: 6200 Sprint Parkway; KSOPHD1010-Z2040

City, State, Zip: Overland Park, Kansas 66251

By: _____

Date: _____

Name: Mike Simpson

Title: SVP and Chief Procurement Officer

STATE OF _____)
)ss.

COUNTY OF _____)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

Signature

NOTARY PUBLIC in and for the State of _____, residing at _____

MY COMMISSION EXPIRES: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5687 (Tate)

Date:

November 1, 2022

Department:

Community Development

Attachments:

- [1. Resolution No. 5687](#)
- [2. Attachment A: SKHHP Resolution detailing 2023 Workplan and Budget](#)

Budget Impact:

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

Administrative Recommendation:

City Council to adopt Resolution No. 5687.

Background for Motion:

The 2023 SKHHP work plan and budget is consistent with the Interlocal Agreement between Auburn, Burien, Covington, Des Moines, Federal Way, Maple Valley, Normandy Park, Renton, Tukwila, and King County.

The 2023 SKHHP work plan and budget operationalizes the agreed upon priorities by the SKHHP Executive Board to implement the Interlocal Agreement by acting cooperatively to formulate housing policies and strategies that address housing stability, foster efforts to preserve and provide affordable housing by combining public funding and private-sector resources, and support implementation of other local policies and programs relating to affordable housing.

Background Summary:

The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement to work together and share resources to increase the available options for South King County residents to access affordable housing and preserve the existing affordable housing stock. In accordance with the Interlocal Agreement, the annual SKHHP work plan and budget must be approved by the legislative body of each member jurisdiction in addition to the SKHHP Executive Board. Each SKHHP jurisdiction had an opportunity to review and provide feedback on the work plan and budget prior to Executive Board adoption. The draft 2023 SKHHP work plan and budget were reviewed with Council at the June 13, 2022 Study Session. The feedback from member jurisdictions was incorporated into the 2023 SKHHP work plan and budget adopted by the SKHHP Executive Board on August 19, 2022 (see attachment to proposed resolution).

The SKHHP 2023 work plan and budget operationalizes SKHHP's mission and objectives and provides an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services. Consistent with the SKHHP Interlocal Agreement, the SKHHP 2023 work plan and budget must be approved by each legislative body and adopted by the SKHHP Executive Board.

WORK PLAN

The 2023 work plan, developed in consultation with each member jurisdiction, the staff work group, and Advisory Board, builds upon work done in previous years to establish a housing capital fund through pooled public resources, increase philanthropic and corporate investment through the creation of a SKHHP fundraising branch, and establish a community advisory board to help ground decision-making in community needs and interests.

The 2023 work plan focuses on building the long-term sustainability of the SKHHP Housing Capital Fund, working with partner jurisdictions to develop new policies and programs to accelerate access to affordable housing, representing South King County at all relevant decision making tables, and providing outreach, education, and advocacy that helps to advance South King County housing needs and opportunities.

OPERATING BUDGET

Attributable to the Interlocal Agreement including an adopted budget before staff was hired and before the City of Auburn became the administering agency, the adopted budget for 2019 and 2020 was a projection of operating costs that did not cover the full SKHHP operating costs. In light of the COVID-19 pandemic and resulting revenue shortfalls and budget uncertainties original jurisdictions contributions were maintained in 2021, this was made possible by personnel cost savings from 2019 and 2020. This decision intentionally spent down some of the cost savings from the previous two years to cover operating costs and deferred consideration of increasing member contributions. In order to work towards a balanced budget over the course of the next three years, the 2022 SKHHP operating budget included the first incremental increase in member contributions since SKHHP's inception. Through a combination of incremental member jurisdiction contributions and spending down carryover funds, the 2023 SKHHP operating budget continues to reach towards a balanced operating budget by 2025. The SKHHP budget contributions are based on population size, as shown in the attachment to the resolution, Auburn's 2023 SKHHP contribution is \$34,385.

If there are any additional contributions to SKHHP's operating budget from sources such as: additional partners become part of SKHHP, or contributions or donations from outside sources, each SKHHP partner contribution could be reduced through an amended budget.

Reviewed by Council Committees:

Councilmember: Mulenga

Staff:

Tate

Meeting Date: November 7, 2022

Item Number:

RES.A

RESOLUTION NO. 5687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, APPROVING THE SOUTH KING
HOUSING AND HOMELESSNESS 2023 WORK PLAN AND
2023 OPERATING BUDGET

WHEREAS, on February 19, 2019 the City of Auburn enacted an Interlocal Agreement (ILA) with 8 other south King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP); and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance; and implement the overarching SKHHP goals to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2023 work plan includes five goals with corresponding action items that further SKHHP's mission and address SKHHP's overarching objectives to promote sound housing policy and planning, increase affordable housing investment, and provide outreach, education, and advocacy for South King County's housing needs; and

WHEREAS, on August 19, 2022 the SKHHP Executive Board adopted Resolution 2022-04 enacting the 2023 work plan and budget upon approval by the legislative body of each participating party.

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

Section 1. City Council adopts the SKHHP 2023 Work Plan as shown in the adopted SKHHP Resolution 2022-04 (Attachment A.)

Section 2. City Council adopts the SKHHP 2023 operating budget as shown in Attachment A.

Section 3. The City of Auburn will transmit its annual contribution to SKHHP on an annual basis during the first quarter of the calendar year; and

Section 4. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out directions of the legislation.

Section 5. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

RESOLUTION NO. 2022-04

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2023 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance; and implement the overarching SKHHP goals to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2023 work plan includes five goals with corresponding action items that further SKHHP's mission and address SKHHP's overarching objectives to promote sound housing policy and planning; increase affordable housing investment; and provide outreach, education and advocacy for South King County's housing needs.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

Section 1. The Executive Board adopts the 2023 SKHHP Work Plan in Attachment A.

Section 2. The Executive Board adopts the 2023 SKHHP Operating Budget in Attachment B.

Section 3. Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.

Section 4. This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and Signed this 23rd day of August, 2023.

SOUTH KING COUNTY HOUSING AND HOMELESSNESS PARTNERS

Nancy Backus
NANCY BACKUS, CHAIR

RESOLUTION 2022-04 – ATTACHMENT A

SKHHP 2023 WORK PLAN

PURPOSE

Establish a 2023 SKHHP work plan and budget that is shaped by member jurisdictions, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

BACKGROUND

Established by interlocal agreement, SKHHP jurisdictions work together and share resources to increase the available options for South King County residents to access affordable housing and preserve the existing affordable housing stock.

The 2023 SKHHP work plan, developed in consultation with the staff work group and Advisory Board, builds on work done in previous years to establish a housing capital fund through pooled public resources, increase philanthropic and corporate investment through the creation of a SKHHP fundraising branch, and establish a community advisory board to help ground decision-making in community needs and interests.

The work plan is organized into five goals and corresponding action items. Each action is identified by priority as follows:

- Critical – necessary to carry out the Interlocal Agreement or fully implement previous work
- Important – priority but not necessary
- Desirable – not as high priority, would be nice to get to

Prioritization of action items acknowledges that full execution of the work plan requires SKHHP to be at full staff capacity and allows for flexibility and adaptability based on emerging issues and opportunities.

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

Quarter 1: May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2023 SKHHP Work Plan will be approved by the legislative body of each member jurisdiction and the SKHHP Executive Board.

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

OBJECTIVES

- **Housing Policy and Planning.** Share technical information and resources to promote sound housing policy
- **Affordable Housing Investment.** Coordinate public resources to attract greater private and public investment for affordable housing in South King County
- **Outreach, Education, and Advocacy.** Provide a unified voice to advocate for South King County needs at a local, regional, and state levels



GOAL 1. Define strategy, direction, and long-term goals to implement SKHHP
Interlocal Agreement

Critical

- Develop a long-term funding strategy for the SKHHP Housing Capital Fund and facilitate conversations with member jurisdictions to identify and explore dedicated sources of revenue for affordable housing at the local and regional level.
- Develop annual work plan and budget.
- Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions.

Important

- Develop a plan to build capacity of SKHHP.



GOAL 2. Build long-term sustainability for SKHHP Housing Capital Fund.

Critical

- Facilitate final 2022 funding allocations through member Councils.
- Prepare contract documents and distribute funds for awarded projects.
- Monitor funded projects including evaluating performance and tracking loan payments.
- Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund.

Important

- Work collaboratively with public funders at the state and local levels to promote shared affordable housing goals and equitable geographic distribution of resources.
- Work with private investors and lenders to maximize leverage of public investment into affordable housing.
- Work with member cities and project sponsor to start developing a pipeline of projects to be funded over the next five years.
- Actively vet potential projects and lead funding policy and prioritization discussions with SKHHP Executive Board.



GOAL 3. Work with partner jurisdictions to enhance and develop new local policies and programs that protect existing affordable housing stock, provide housing security, and accelerate access to affordable housing.

Critical

- Develop subregional housing preservation strategies.
- Continue to improve and refine and conduct regular updates to housing policy matrix and affordable housing database (being developed in 2022).
- Convene city and county land use planners to share best practices and increase coordination and collaboration on housing policy and planning.
- Support efforts to advance 5-year action plan identified by the Regional Affordable Housing Task Force.

Important

- Develop a program to assist member cities with administering local housing incentive programs, including density bonus, multifamily tax exemption (MFTE), impact fee waivers, and other programs.



GOAL 4. Represent South King County and its unique affordable housing needs at all relevant decision tables and foster collaboration between partners.

Critical

- Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP's mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County.

Important

- Build relationships with state and federal legislators through organizing work sessions, and providing progress updates.



GOAL 5. Further strengthen regional stakeholders’ understanding of the spectrum of affordable housing options, the range of related needs and opportunities, and the housing system.

Critical	Important	Desirable
• Coordinate with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials, stakeholders, and community members. • Monthly SKHHP Executive Board educational topics on emerging housing and homelessness topics.	• Annual updates to non-SKHHP South King County cities and relevant stakeholder groups.	• Work with HDC, affordable housing developers, and city and county planners to reimagine the South King County Joint Planners and Developers work group.

RESOLUTION 2022-04 – ATTACHMENT B

2023 SKHHP Operating Budget

Projected beginning fund balance - January 1, 2023	\$194,188
Projected ending fund balance - December 31, 2023	\$116,771.76

REVENUES

Auburn	\$34,385
Burien	\$19,838
Covington	\$9,919
Des Moines	\$9,919
Federal Way	\$44,965
Kent	\$44,965
Maple Valley	\$9,919
Normandy Park	\$5,290
Renton	\$44,965
Tukwila	\$9,919
Unincorporated King County**	\$44,965
King County**	\$30,035
Interest earnings	
Office space (in-kind donation)	\$12,000

TOTAL REVENUES	\$321,084.00
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<i>Spend down balance</i>	<i>\$77,416.24</i>
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TOTAL	\$398,500.24
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EXPENSES

Salaries and benefits	\$290,803.85
Misc - travel, phone, postage	\$12,000.00
Advisory Board compensation	\$14,400.00
Office space (in-kind donation)	\$12,000.00
Supplies	\$1,000.00
Professional development	\$5,000.00
Interfund IT	\$28,160.00

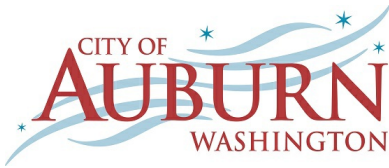
Subtotal	\$363,363.85
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Administering agency – 10% Administrative Fee*	\$35,136.39
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TOTAL	\$398,500.24
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*10% administrative fee is calculated as a percentage of operating costs which does not include in-kind donations, or carry forwards.

**King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5688 (Tate)

Date:

November 1, 2022

Department:

Community Development

Attachments:

- [1. Resolution No. 5688](#)
- [2. CDBG 2023 Annual Action Plan](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Resolution No. 5688.

Background for Motion:

Resolution No. 5688 adopts the 2023 Annual Action Plan for the City of Auburn's Community Development Block Grant. This is a requirement of the Department of Housing and Urban Development in order to receive our annual entitlement award. Resolution 5688 will allow the City to carry out planned expenditures in accordance with the priorities established by the Council-approved 2020-2024 CDBG Consolidated Plan.

Background Summary:

Every year, the City of Auburn is required to submit an Annual Action Plan to the Department of Housing and Urban Development (HUD) to guide the investment of Community Development Block Grant (CDBG) funds for the following program year. Auburn's current Action Plan ends in 2022 with the next plan year scheduled to start on January 1, 2023.

The 2023 Annual Action Plan is guided by the priorities and goals established in the 2020 – 2024 Consolidated Plan adopted by City Council in November 2019. The Action Plan outlines the specific programs and activities to be undertaken for the program year and the amount of funds that will be awarded to those projects. The program year for the City of Auburn begins January 1 and ends December 31.

A Public Hearing to consider this Plan and hear public comment was held before the City Council on October 17, 2022 in accordance with Auburn's Citizen Participation Plan for Community Development Block Grant funds. Additionally, staff provided a presentation to City Council during the October 24, 2022 study session that described the highlights of the plan.

Resolution No. 5688, if adopted by City Council, adopts the 2023 Annual Action Plan, and authorizes the Mayor to implement such administrative procedures as may be necessary to carry out directions of the legislation.

Reviewed by Council Committees:

Councilmember: Mulenga

Staff: Tate

Meeting Date: November 7, 2022

Item Number: RES.B

RESOLUTION NO. 5688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, ADOPTING THE 2023
COMMUNITY DEVELOPMENT BLOCK GRANT ACTION
PLAN FOR THE CONSOLIDATED PLAN YEARS 2020-2024

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

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

WHEREAS, to be eligible for funding, the City of Auburn must annually update the action plan for its Consolidated Plan that serves as a federally required planning document to guide the City of Auburn's human service and community development efforts; and

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

WHEREAS, the City Council of the City of Auburn heard and considered public comment about its proposed 2023 Action Plan.

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

Section 1. Pursuant to the provisions of 24 CFR 91, the City hereby adopts the 2023 Action Plan for the Consolidated Plan for Years 2020-2024.

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

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

Dated and Signed this _____ day of _____, 2022.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

Executive Summary

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

1. Introduction

Each year the City of Auburn executes specific actions to implement the goals and strategies of the Consolidated Plan for Years 2020-2024. Actions that will be undertaken in 2023 are outlined in this Annual Action Plan.

The City of Auburn anticipates the receipt of \$615,000 in Community Development Block Grant (CDBG) funds in 2023. The City is also reprogramming \$23,577 of 2021 funds from projects that were underspent in their original program year, primarily from Planning and Administration. These funds, previously highlighted within minor amendments in their original plan year, were set aside to support more substantial projects to be included in a future year. These funds are reflected in the project and activity funding within this Action Plan. In addition to CDBG funds, the City is planned to allocate approximately 1.3% of the City's General Funds to Human Services. The City's Human Services program, housed in the Community Services Division, oversees and is responsible for providing and managing financial resources to more than 30 non-profit agencies that serve the Auburn community. The Community Services division is also responsible for administering the local housing repair program and developing collaborations among community partners to strengthen the response to residents in need.

The 2023 Action Plan proposes to allocate \$92,112 of CDBG funds to public services. Consistent with the goals established in the City's Consolidated Plan, these funds will be used to support Homelessness Prevention and Intervention.

Approximately \$120,000 of the CDBG funds will be allocated to program administration, which includes planning and administration of the CDBG program overall, citizen participation, reporting, and administration of the City's CDBG-funded Housing Repair Program. \$125,000 of the 2023 funding is designated to support sidewalk ADA improvements in low- to moderate-income residential areas. The City will also be making \$75,000 available through a competitive RFP process for Microenterprise Assistance. The remaining \$202,888 of 2023 funds will be allocated to residential rehabilitation, providing free minor home repair services to low- and very low-income Auburn residents.

The City of Auburn is committed to continuing to focus on achieving equitable outcomes for its community members and achieving a greater collaboration among service providers. Overall the implementation of the Consolidated Plan is progressing as planned and the primary activities included are underway.

2. Summarize the objectives and outcomes identified in the Plan

This Action Plan allocates a total of \$615,000 dollars in anticipated 2023 Community Development Block Grant funds, to support the Community Development Block Grant program. With the overall goal of reducing the number of people living in poverty within the City of Auburn, the following objectives and outcomes will be employed:

1. **Affordable Housing:** The City of Auburn will engage in housing activities, collaborations, and partnerships to enhance opportunities for the creation and preservation of affordable housing. The City will plan for and support fair housing strategies and initiatives designed to affirmatively further fair housing choice, and to increase access to housing and housing programs.
2. **Ending Homelessness:** The City of Auburn will support Public Service activities that work toward the following outcomes: 1) reduce the number of households becoming homeless; 2) reduce the length of time that households are homeless; 3) increase the rate of exits to permanent housing; and 4) reduce the number of households that re-enter the homeless system after exit to permanent housing.
3. **Community and Economic Development:** In an effort to meet the need of Auburn's economic and demographic growth the City intends to fund programs and activities that will enhance the economy, accessibility, safety, and physical appearance of neighborhoods. Activities that would be eligible for funding include fair housing public services, public infrastructure and ADA improvements for public facilities, microenterprise assistance, and economic development activities. These investments help to ensure equitable opportunities for good health, happiness, safety, self-reliance and connection to community.
4. **Planning and Administration:** Administer the Community Development Block Grant program to meet the community needs and HUD requirements

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

3. Evaluation of past performance

During the past year Auburn has accomplished significant achievement on its programs and impacted the lives of thousands of residents. In 2021 alone, projects funded by the City completed the following:

- 52 very low- and low-income Auburn homeowners received housing repair services. Roughly 70% of these homeowners were seniors.
- 268 low- to moderate-income Auburn residents impacted by the COVID-19 pandemic received emergency subsistence supports.
- 188 Seniors living in King County Housing Authority properties received food assistance to support needs due to the pandemic.
- 70 Youth experiencing homelessness benefitted from increased access to behavioral health supports.
- 12 individuals economically impacted by covid received job training and placement services.
- 86 low income individuals impacted by the pandemic received childcare services.
- A sidewalk project was completed to support greater ADA accessibility for Auburn residents, with an estimated direct impact for 1,335 residents.

The City of Auburn has prioritized COVID response with CDBG funds over the course of the pandemic. In addition to fully allocating the CDBG-CV funds made available, the City reallocated \$205,000 of 2020 CDBG-EN funds to public services directed towards those impacted by the COVID-19 pandemic. The City also applied for and received over \$170,000 of CDBG-CV2 funds from the State Department of Commerce to support eviction prevention efforts in the community in 2021 and 2022.

4. Summary of Citizen Participation Process and consultation process

The city engaged in a public participation process for the 2023 Annual Action Plan, as outlined below:

- Drafts of the Action Plan have been made available for public via mail and on the City's website and notices of its public view were publicized in the local newspaper as of September 16, 2022. Interested community members were invited to provide comment via mail, email, or on the City's public engagement web platform, Speak Up Auburn!, www.speakupauburn.org/cdbg until October 17, 2022.
- A public hearing was provided on August 22, 2022, during the City's Human Services Committee meeting to hear public comment and input on priorities to be included in the 2023 Annual Action Plan.

- An additional public hearing was held on October 17, 2022, during the Auburn City Council meeting, to hear public comment and input on the published draft of the 2023 Annual Action Plan.

The City of Auburn in conjunction with the King County CDBG Consortium consulted with multiple public and private agencies during the development of the consolidated plan. Consultations occurred during regional meetings as well as in individual conversations. Agencies that participated in consultations regarding public services, fair housing, and other topics relevant to the drafting of the 2023 Annual Action Plan included: the South King Housing and Homelessness Partners, local legal assistance providers, other government human service providers and nonprofit agencies delivering services in Auburn and the sub-region.

In addition to conducting consultations during the development of the plan, the City of Auburn collaborates and works closely with numerous coalitions, committees and government entities.

5. Summary of public comments

No public comments were received.

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

No public comments were received.

7. Summary

No public comments were received.

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

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

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

Agency Role	Name	Department/Agency
Lead Agency	AUBURN	Community Development Department
CDBG Administrator	AUBURN	Community Development Department
ESG Administrator	KING COUNTY	DCHS

Table 1 – Responsible Agencies

Narrative

The City of Auburn, as a member of the King County Consortium, administers its own CDBG funds and prepares its own Consolidated Plan and Annual Action Plans for the administration of those funds.

As a member of the King County Consortium, the City works closely with numerous nonprofit organizations in the region that implement programs funded by the City of Auburn CDBG program. A detailed list of agencies responsible for administering funded programs by CDBG can be found in the Action Plan section of this document.

Consolidated Plan Public Contact Information

Joy Scott

Community Services Manager
City of Auburn
25 West Main Street
Auburn, WA 98001
253.876.1965
jfscott@auburnwa.gov

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

1. Introduction

This section describes the community consultation process followed by the City of Auburn in developing the 2023 Annual Action Plan and the coordination with other local governments, the Continuum of Care, service agencies, and community stakeholders. The City of Auburn consulted with multiple public and private agencies as well as community members during the development of the Consolidated Plan.

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

Through the monthly SKC Forum on Homelessness meetings that the City of Auburn co-facilitates, the City is able to consult with a number of service providers and entities operating within South King County. This includes representatives from King County Library System, whose work with digital access (especially within the mobile outreach program) helps to inform our understanding of barriers to internet access within the community.

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

The City of Auburn works closely with partnering King County jurisdictions, public housing authorities and health providers to develop systems in order to improve the quality of service and access for low-income residents as well as the community as a whole within the city and throughout the region.

The City of Auburn, in partnership with the Seattle-King County Coalition on Homelessness, convenes a monthly group of service providers, faith communities, community advocates, and others, to coordinate efforts on serving individuals experiencing homelessness in South King County. The meeting provides a venue for resource sharing, collaboration, training, and best practice implementation. City staff also participate in regional collaborative and decision making bodies such as the King County Joint Recommendations Committee (JRC) and the South King County Human Services Planners group. The city is a member of the King County Human Services Funder Collaborative, which provides a more streamlined process for human service agencies to access funding from multiple cities.

Additionally, the City participates in monthly Homelessness Action Committee meetings with staff from King County Department of Community and Human Services, Public Health King County, the Housing Development Consortium, Valley Cities, the Multi-Service Center, and the King County Housing Authority to review program progress and delivery of homeless services funded through regional efforts. In addition to these groups, the City's regional collaboration work on affordable housing is supported by the South King Housing and Homelessness Partners, which Auburn and other South King County Cities contribute to in order to build additional capacity to address issues related to housing and homelessness in the South King County region.

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

In 2016, King County and All Home, our region's Continuum of Care (CoC) lead agency at the time, launched the Coordinated Entry for All (CEA) system for homeless populations and our region has been refining the system since then. National research identifies coordinated entry as a key component for an effective homeless system because it improves the quality of client screening and assessment, matches clients to appropriately targeted services and resources, and promotes a more efficient use of resources. CEA processes and prioritizes assistance based on vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner.

Chronically homeless individuals and families, families with children, veterans, unaccompanied youth, and young adults are a part of the coordinated system. In addition, CEA utilizes regional access points which serve as the primary "front door" for the homeless housing system.

In 2021, the newly-created King County Regional Homelessness Authority (KCRHA) became our CoC lead agency, and has worked to consolidate structures and contracts across King County and Seattle to create greater efficiency and maximize impact.

In 2022, this work continued and Auburn remained a partner in the work of the KCRHA. Auburn's mayor currently sits on the Governance Board of the Regional Homelessness Authority, and staff participate in bi-weekly meetings with KCRHA to collaborate and inform the work they are overseeing, particularly in regards to subregional planning.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The ESG program focuses on assisting people to quickly regain stability in permanent housing after experiencing homelessness or a housing crisis. Auburn does not receive ESG funds directly.

Coordinating with King County’s Continuum of Care (CoC) is critical to our region’s implementation. The City will continue to look for deeper ways of participating in and collaborating with the Regional Homelessness Authority and its Advisory Committee, which serves as our Continuum of Care.

The City of Auburn supports the continuum of housing including prevention, emergency shelter, and permanent housing. The City provides financial support for these efforts with City general funds and also commits staff and leadership time to the ongoing development and implementation of the system to address the needs of persons experiencing homelessness.

The City participates in and supports numerous coalitions and committees, such as the South King County Forum on Homelessness and the Homelessness Action Committee, focusing on developing resources in South King County. The City also participates in the annual Point in Time Count, which provides invaluable data for planning. The Point In Time Count was conducted utilizing a new methodology in 2022, which included over 500 in depth interviews with individuals experiencing homelessness. KCRHA utilized geographic hubs to reach individuals during this Count. One of the hub locations was located in Auburn. The City provides both CDBG and local funds to agencies that serve chronically homeless individuals and families with children, veterans, and unaccompanied youth.

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

1	Agency/Group/Organization	KING COUNTY
	Agency/Group/Organization Type	Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As a member of the King County Housing Consortium for the purpose of HOME funds, Auburn works closely with King County in the development of the City's and the County's Consolidated Plan. Because the two entities have a cardinal role in each other's program delivery there is active participation from both parties in the development of the plan. Staff from King County and Auburn met regularly prior to and during the development of the plan, and Auburn rotates as a regular voting member of the County's Joint Recommendations Committee.
2	Agency/Group/Organization	KENT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As members of the Urban County Consortium, Auburn and Kent staff worked closely together during the development of the Consolidated Plan. Staff from both cities attend monthly meetings to discuss human services and housing trends, needs, and progress on ongoing initiatives.

3	Agency/Group/Organization	FEDERAL WAY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As members of the Urban County Consortium, Auburn and Federal Way staff worked closely together during the development of the Consolidated Plan. Staff from both cities attend monthly meetings to discuss human services and housing trends, needs, and progress on ongoing initiatives.
4	Agency/Group/Organization	King County Regional Homelessness Authority
	Agency/Group/Organization Type	Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Auburn participates in monthly meetings convened by the King County Regional Homelessness Authority (KCRHA) on homeless response needs and strategy in SKC, and bimonthly meetings focused on affordable housing data and developments. The information collected by KCRHA helps to inform multiple pieces of our Annual Action Plan, particularly those strategies related to homelessness and affordable housing in our community.

5	Agency/Group/Organization	Seattle-King County Coalition on Homelessness
	Agency/Group/Organization Type	Services-homeless Nonprofit agency
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Auburn is a member of the Seattle-King County Coalition on Homelessness (SKCCH), and co-convenes a monthly group of service providers working with people experiencing homelessness in our communities. The meetings provide a frequent check-in point, and the opportunity to hear from providers directly on the challenges and trends they're seeing in Auburn. The Coalition on Homelessness' organizational members include agencies and community groups that provide emergency shelter and services, transitional housing, and permanent, supported housing to the roughly 27,000 men, women, and children who are homeless in King County during one year.
6	Agency/Group/Organization	South King County Housing and Homelessness Partners
	Agency/Group/Organization Type	Other government - Local Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	South King Housing and Homelessness Partners (SKHHP) is a coalition formed by an interlocal agreement between the jurisdictions of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, Tukwila, and King County. The agreement allows for South King County jurisdictions to work together and share resources in order to effectively address affordable housing and homelessness. This collaborative model is based on similar approaches used in Snohomish County, East King County, and other areas of the country. The purpose of the coalition is to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.
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Table 2 – Agencies, groups, organizations who participated

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

A wide range of groups and organizations participated in the process including public funders from Washington State and King County partner jurisdictions, public housing authorities, members from the Seattle-King County Housing Development Consortium, stakeholders, housing providers for low-and-moderate income persons, agencies who serve persons who are homeless, and Seattle-King County Public Health. In addition to the consultations referenced above, Auburn, King County and Consortium partner staff coordinate closely with each other and fan out to participate and attend a wide range of standing meetings with city planners, housing and service providers.

The only types of organizations not consulted with were corrections facilities. The rationale for not consulting with these facilities is that the City does not host this type of organization.

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

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

Table 3 - Other local / regional / federal planning efforts

Narrative

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

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

Public participation plays a crucial role in the success of the City's Annual Action Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact. In addition to the targeted outreach listed below, the City regularly engages service providers and stakeholders in discussions regarding human services and local economic development needs. Organizations funded by the city are monitored throughout the year and report quarterly on progress, trends, and challenges. City staff co-host a monthly meeting of service providers working with individuals and families experiencing homelessness in the region to gather feedback and support increased capacity building through broad collaboration of regional providers. In addition, City staff meet regularly with other cities in the area and other funders to evaluate gaps in services and seek solutions to local and regional community development challenges.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1.	Public Hearing	Non-targeted/broad community				
2.	Newspaper Ad	Non-targeted/broad community				
3.	Web posting on Speak Up Auburn	Non-targeted/broad community				www.speakupauburn.or/cdbg
4.	Web posting on City's Community Services page	Broad community, Service providers in Auburn				www.auburnwa.gov/community services

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

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

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

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Admin and Planning Fair Housing Public Improvements Public Services	\$615,000	0	\$23,577	\$615,000	\$1,230,000	Auburn is anticipating approximately \$615,000 per year in CDBG funds for the remainder of the Consolidated Plan period.
General Fund	Public - local	Public Services	Estimated: \$1,200,000	0	0	Estimated: \$1,200,000	\$2,400,000	

Table 5 - Expected Resources – Priority Table

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

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

CDBG funds do not require matching funds.

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

N/A

Discussion

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

Annual Goals and Objectives

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

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs		Affordable Housing	CDBG: \$202,888	Homeowner Housing Rehabilitated: 65 Household Housing Unit
2	Ending Homelessness	2020	2024	Homeless		Ending Homelessness	CDBG: \$92,112	Public service activities other than Low/Moderate Income Housing Benefit: 96 Persons Assisted
3	Community and Economic Development	2020	2024	Non-Homeless Special Needs Non-Housing Community Development		Community and Economic Development	CDBG: \$223,577	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Microenterprise Assistance: 30 Persons Assisted
4	Planning and Administration	2020	2024				CDBG: \$120,000	Other: 0 Other

Table 6 – Goals Summary

Goal Description

1	Goal Name	Affordable Housing
	Goal Description	The City of Auburn will engage in housing activities, collaborations, and partnerships to enhance opportunities for the creation and preservation of affordable housing. The City will plan for and support fair housing strategies and initiatives designed to affirmatively further fair housing choice, and to increase access to housing and housing programs.
2	Goal Name	Ending Homelessness
	Goal Description	The City of Auburn will support Public Service activities that work toward the following outcomes: 1) reduce the number of households becoming homeless; 2) reduce the length of time that households are homeless; 3) increase the rate of exits to permanent housing; and 4) reduce the number of households that re-enter the homeless system after exit to permanent housing.
3	Goal Name	Community and Economic Development
	Goal Description	In an effort to meet the need of Auburn's economic and demographic growth the City intends to fund programs and activities that will enhance the economy, accessibility, safety, and physical appearance of neighborhoods. Activities that would be eligible for funding include fair housing public services, public infrastructure and ADA improvements for public facilities. These investments help to ensure equitable opportunities for good health, happiness, safety, self-reliance and connection to community.
4	Goal Name	Planning and Administration
	Goal Description	General administration and project management

AP-35 Projects - 91.420, 91.220(d)

Introduction

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

#	Project Name
1	HOUSING REPAIR
2	ADMINISTRATION
3	SOLID GROUND HOUSING STABILITY PROGRAM
5	MICROENTERPRISE ASSISTANCE
6	ADA SIDEWALK IMPROVEMENTS

Table 7 – Project Information

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

The allocations proposed are based on the assessment of Auburn's needs, the resources available in the region, the availability of other funds also focusing on needs, and the purpose of Consolidated Plan funds. In addition to supporting Consolidated Plan goals, the inclusion of microenterprise assistance is responsive to increased need for support post-pandemic that we have seen in our small business community.

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

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

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

Should CDBG revenues come in lower than anticipated; the City will continue with its planned policy and to the extent allowed reduce funding allocations in homeowner rehabilitation

projects and administrative activities.

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

AP-38 Project Summary

Project Summary Information

1	Project Name	Housing Repair
	Target Area	None
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$202,888
	Description	Maintain the affordability of decent housing for low-income Auburn residents by providing repairs necessary to maintain suitable housing for low income Auburn homeowners.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 65 low- and very low-income families will benefit from the housing repair program. As the City's largest homeless prevention program, housing repair ensures the sustainability of a safe home for some of Auburn's most vulnerable residents. Of the 65 low to moderate income residents who apply for the program, over half of them are of the senior and disabled population.
	Location Description	n/a
	Planned Activities	Activities include minor home repairs.
2	Project Name	Administration
	Target Area	None
	Goals Supported	All
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$120,000
	Description	General administration and project management

	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a
	Planned Activities	General planning and administration of the CDBG programs include: management of the housing repair program, management of all CDBG related finances, all grant reporting, monitoring of subrecipients and providing guidance of program implementation in Auburn.
3	Project Name	Solid Ground Housing Stability Program
	Target Area	
	Goals Supported	End Homelessness
	Needs Addressed	Ensure a Suitable Living Environment
	Funding	CDBG: \$92,112
	Description	Provide time limited emergency subsistence/rental assistance to Auburn residents paired with supportive services based on the progressive engagement model to support homelessness prevention and increased housing stability. This is a public service activity.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	60 low to moderate income Auburn residents will benefit from the housing stability program.
	Location Description	n/a
5	Project Name	Microenterprise Assistance
	Target Area	

	Goals Supported	Community and Economic Development
	Needs Addressed	Ensure a Suitable Living Environment.
	Funding	CDBG: \$75,000
	Description	Make funds available through an RFP process to nonprofit agencies to provide Microenterprise Assistance services to low to moderate income Auburn residents.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 30 low income households will benefit from the proposed activity.
	Location Description	n/a
6	Project Name	ADA Sidewalk Accessibility Improvements
	Target Area	none
	Goals Supported	Community and Economic Development
	Needs Addressed	Ensure a Suitable Living Environment
	Funding	CDBG: \$148,577

	Description	Provide sidewalk ADA improvements in low- to moderate-income residential areas of Auburn, improving accessibility, safety, and community connectedness.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	500 low to moderate income Auburn residents will benefit from the improvements.
	Location Description	The specific location of 2023 sidewalk ADA improvement projects has not been finalized, but the City aims to support improvements in low income residential areas, especially in those areas where a project can support greater residential connections to transit and services.
	Planned Activities	TBD

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

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

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

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

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

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Auburn will continue to work with service providers, the housing authority and residents in coordination to fully address and develop systems and strategies to promote their efforts in providing sustainable, affordable housing.

Auburn's partnerships with organizations such as the King County Housing Authority, South King Housing and Homelessness Partners, and the Housing Development Consortium of Seattle King County have allowed the City to explore new and innovative strategies to continue to offer affordable housing to its current and prospective residents.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Auburn will continue to look at policies that remove barriers to affordable housing. The City of Auburn's Comprehensive Land Use Plan includes several policies and objectives that will guide the city toward achieving its affordable and fair housing goals. These policies include maintaining flexibility in land use to achieve a balanced mix of affordable housing opportunities. The City will continue to pursue mixed use developments that are consistent with the transportation oriented developments located in Auburn's downtown. The City will look for opportunities with public and private agencies to implement policies and offer programs that help alleviate physical and economic distress, conserve energy resources, improve the quality and quantity of community services, and eliminate conditions that are detrimental to health, safety and public welfare.

In 2019, the Washington State Legislature adopted House Bill 1923, which awarded grants in the amount up to \$100,000 to cities for the purpose of increasing residential capacity. The City of Auburn partnered with five other South King County jurisdictions to establish a sub-regional framework of existing conditions. The results of that effort were used to inform and aid in the development of Auburn's own Housing Action Plan.

Auburn's Housing Action Plan focuses on encouraging construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.

The Housing Action Plan aims to address the following four goals:

- A) Encourage market rate development in Downtown Auburn: more development and denser development
- B) Encourage the development of below-market workforce housing in Downtown Auburn
- C) Encourage the development of middle housing types in R-5 and R-7 Zones in the Study Area
- D) Prevent displacement and encourage the preservation of existing affordable housing

The final Housing Action Plan was adopted by Auburn City Council on July 6, 2021. The City will continue its work in implementing strategies identified in the Housing Action Plan in 2023 and through the remainder of the Consolidated Plan period.

In 2020 the City of Auburn passed an ordinance adopting a new chapter of Rental Housing Code. Included in this ordinance were multiple housing stability strategies, including increased notice of rental increases, a cap on late fees, and a Just Cause Eviction Ordinance that requires landlords to have good cause in order to evict or terminate tenancy of a renter. Just Cause protections are especially helpful in addressing fair housing issues, and this adoption was consistent with the City's efforts related to the Analysis of Impediments to Fair Housing Choice. This builds on previous protections passed by Auburn City Council, including Source of Income Discrimination protections and enhanced rental inspections. Auburn staff have been involved in local and regional policy conversations exploring opportunities to further support anti-displacement efforts and reduce barriers to affordable housing development within our jurisdiction.

In 2022, the City of Auburn funded Fair Housing Public Services utilizing CDBG funds, consistent with the findings and goals of the City's adopted Analysis of Impediments to Fair Housing Choice. The City also continues to support proactive landlord and tenant

education through outreach and web-based resource supports.

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

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low income Auburn residents by allocating over \$200,000 of CDBG funds to the City's Housing Repair Program. The program provides emergency repairs necessary to maintain safe housing for at least 65 Auburn homeowners, many of whom are senior citizens and/or are experiencing barriers to safely accessing their homes due to physical disabilities.

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

The City has formally adopted a Housing Action Plan, as discussed in AP-75, that is helping to guide current and future efforts in this area. That plan is available to the public on the City of Auburn's website.

Auburn has been participating in multiple robust regional efforts to coordinate affordable housing activities in King County. One of these efforts, The South King Housing and Homelessness Partners (SKHHP) is a coalition formed by an interlocal agreement between the jurisdictions of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County. The agreement allows for South King County jurisdictions to work together and share resources in order to effectively address affordable housing and homelessness. This collaborative model is based on similar approaches used in Snohomish County, East King County, and other areas of the country. The purpose of the coalition is to

increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.

Additionally, the City of Auburn has been an active participant in the Affordable Housing Committee of the Growth Management Planning Council (GMPC), with a City Councilmember sitting on the Committee as an alternate member. The Affordable Housing Committee serves as a regional advisory body to recommend action and assess progress toward implementing the Regional Affordable Housing Task Force (RAHTF) Five Year Action Plan. The Committee functions as a point in coordinating and owning accountability for affordable housing efforts across King County.

Actions planned to reduce lead-based paint hazards

The City of Auburn includes language in its CDBG contracts that require agencies to comply with HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4831, et seq.) requiring prohibition of the use of lead-based paint whenever CDBG funds are used. In addition, the City notifies residents of potential lead-based paint hazards when it awards a Housing Repair grant. A copy of the pamphlet – "Protect Your Family from Lead In Your Home" is provided each Housing Repair client when the City conducts the initial inspection of their home.

The city takes additional measures when the age of the home indicates a possible presence of lead-based paint. Before housing repair work commences, the city contracts with a certified provider to undertake lead paint testing. When lead-based hazards are positively identified, the city works with the housing repair client and contractors certified in RRP Lead Abatement to implement the necessary mitigation and safety strategies.

Actions planned to reduce the number of poverty-level families

The City of Auburn's planned actions to reduce the number of poverty- level families within the context of this Annual Action Plan include but are not limited to:

- Allocating over \$200,000 to the Housing Repair program, which serves low- and very low-income residents and supports households to remain in safe and affordable housing.
- Allocating over \$92,000 to public service activities providing Homelessness Prevention and Intervention services.
- Participate and partner with coalitions, committees and agencies that provide antipoverty services to develop and enhance strategies and efforts to reduce poverty

level families.

- Supporting the development and sustainability of affordable multi-family housing in Auburn.

In addition, the city will continue to support and fund programs serving families living in poverty through a competitive human services funding process.

Actions planned to develop institutional structure

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

- Maintaining partnerships with and participating in the South King County Housing and Homelessness Partnership, the Regional Homelessness Authority of King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness. In addition the City plans to prioritize General Fund human services dollars for housing and homelessness interventions, and allocate \$240,000 to basic needs services such as food, financial assistance, clothing and healthcare.
- Take a comprehensive approach to consolidated and comprehensive planning to include all internal City departments, commissions, committees and task forces.

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

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

Discussion

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

are consistent with all of the goals and objectives identified.

Program Specific Requirements

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

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

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

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

Total Program Income

Other CDBG Requirements

Discussion