	<p>City Council Study Session PWCD SFA June 8, 2020 - 5:30 PM Virtual AGENDA Watch the meeting LIVE!</p> <p>Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

II. Virtual Participation Link

A. Virtual Participation Link

The Auburn City Council Study Session Meeting scheduled for Monday, June 8, 2020 at 5:30 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per the Governor's Emergency Proclamation 20-28, the City of Auburn is prohibited from holding an in-person meeting at this time. All meetings will be held virtually and telephonically.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/92323744701>

Or join by phone:

253 215 8782

877 853 5257 (Toll Free)

Webinar ID: 923 2374 4701

B. Roll Call

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

IV. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Use of Force and Commendations, Inquiries, Allegations (CIA) Update (O'Neil)(30 Minutes)

B. SKHHP Progress Update and Draft 2020-2021 Work Plan (Tate)(25 Minutes)

South King Housing and Homelessness Partners (SKHHP) 2019 End of the Year Report and draft 2020-2021 Work Plan and overview of proposed 2021 and 2022

jurisdiction contributions to SKHHP

C. Ordinance No. 6777 (Thomas)(10 Minutes)

An Ordinance amending Ordinance No. 6767 extending the temporary waiver of late fees for utility accounts and airport fees in light of a declared Public Health Emergency related to COVID- 19

V. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Pierce Transit Long Range Plan Presentation (Gaub)(20 Minutes)

B. Lea Hill Road Corridor Study (Gaub)(20 Minutes)

C. Americans with Disabilities Act (ADA) Transition Plan and Resolution No. 5514 to adopt ADA policies (Gaub)(20 Minutes)

D. Ordinance No. 6778 (Gaub)(10 Minutes)

An Ordinance 6778 providing a temporary waiver of Right-of-Way Use Permit fees, for outside restaurant seating in the public right-of-way, in response to the phased opening of commercial businesses following the COVID-19 declared Public Health Emergency

E. CARES Small Business Assistance (Hinman)(10 Minutes)

Overview of a draft approach for distributing Small Business Assistance Grants using the City's allocation of CARES funding

F. Resolution No. 5525 (Tate)(10 Minutes)

A Resolution authorizing the Mayor to enter into a contract for professional services with the eCityGov Alliance for the purposes interfacing the City's permit system with MyBuildingPermit.com

VI. OTHER DISCUSSION ITEMS

VII. NEW BUSINESS

VIII. ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Use of Force and Commendations, Inquiries, Allegations (CIA)
Update (O'Neil)(30 Minutes)

Date:

June 3, 2020

Department:

Police

Attachments:

[2019 CIA Report for Council](#)

Budget Impact:

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

Administrative Recommendation:

For discussion only.

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

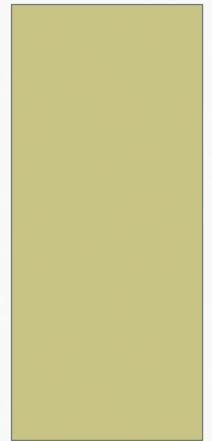
O'Neil

Meeting Date: June 8, 2020

Item Number:

2019 INSPECTIONAL SERVICES REPORTS

CIA AND USE OF FORCE ANALYSIS





CIA SUMMARY

Increase/decrease from 2018

- CAD incidents – 86,062 -11.2%
- Case reports – 16,827 -7.3%
- Arrests – 4,606 -9.5%
- Booked into Score – 2,893 -10%
- Infractions/Citations – 7,262 -33.7%



COMMENDATIONS

<i>Year</i>	<i>Total Commendations</i>	<i>Letter of Commendation</i>	<i>Medal of Distinction</i>	<i>Life Saving</i>	<i>Medal of Valor</i>	<i>Medal of Merit</i>
2016	97	10	5	5	1	5
2017	99	5	0	15	0	0
2018	71	1	0	7	1	0
2019	93	7	0	11	0	4

INTERNAL INVESTIGATION

- Possible violation of policy, force, bias policing, false arrest. More serious allegation.

Year	CAD Incidents	Internal Investigations	Inv. With Misconduct	Total Employees	Emp. With Misconduct
2016	94,348	8	5	9	3
2017	97,843	14	6	20	6
2018	96,884	7	6	9	7
2019	86,062	18	11	17	13



SUPERVISORY INQUIRY

- Complaint of service delivery, demeanor, customer service, etc.

Year	Supervisory Inquiries	Inquiries with Unacceptable Performance	Involved Employees	Employees with Unacceptable Performance
2016	12	7	10	6
2017	14	8	16	8
2018	20	10	20	12
2019	11	7	12	6

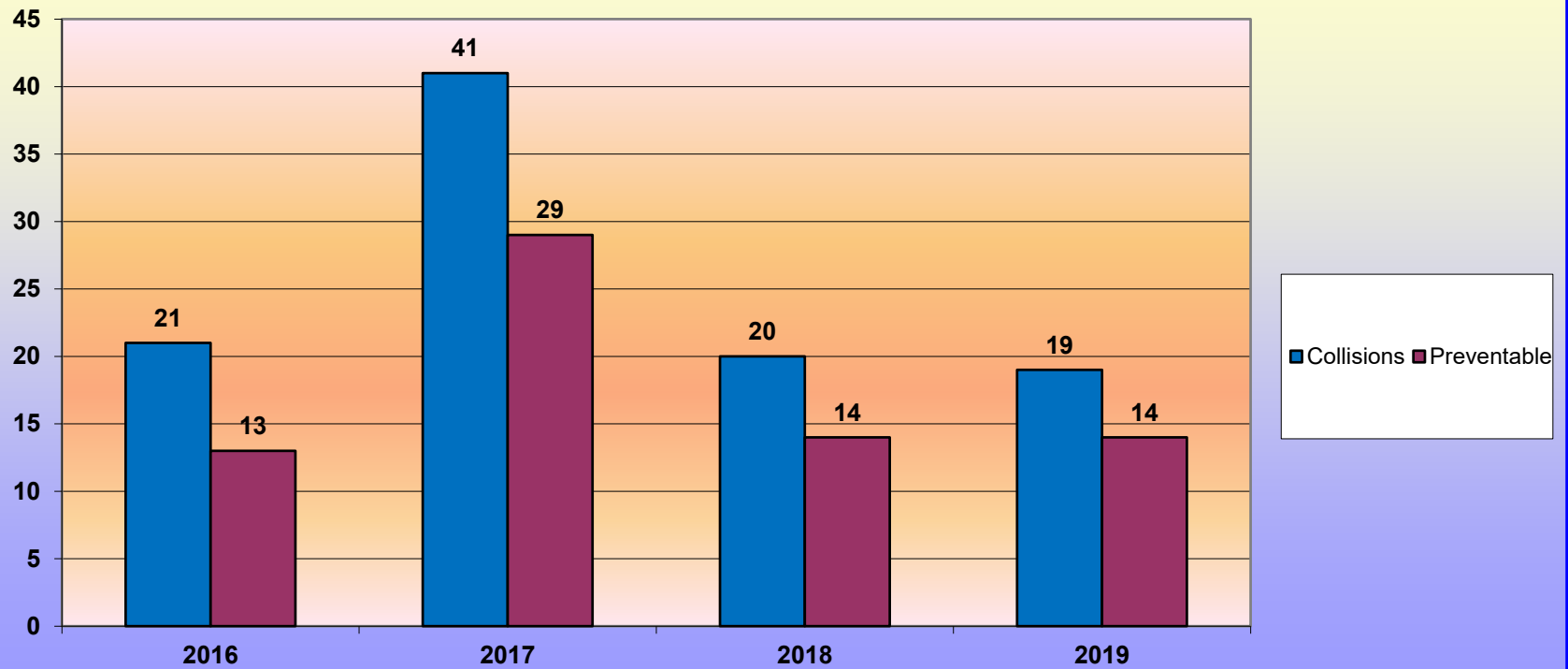
ALLEGATIONS

- Inquiries and Internal investigations combined

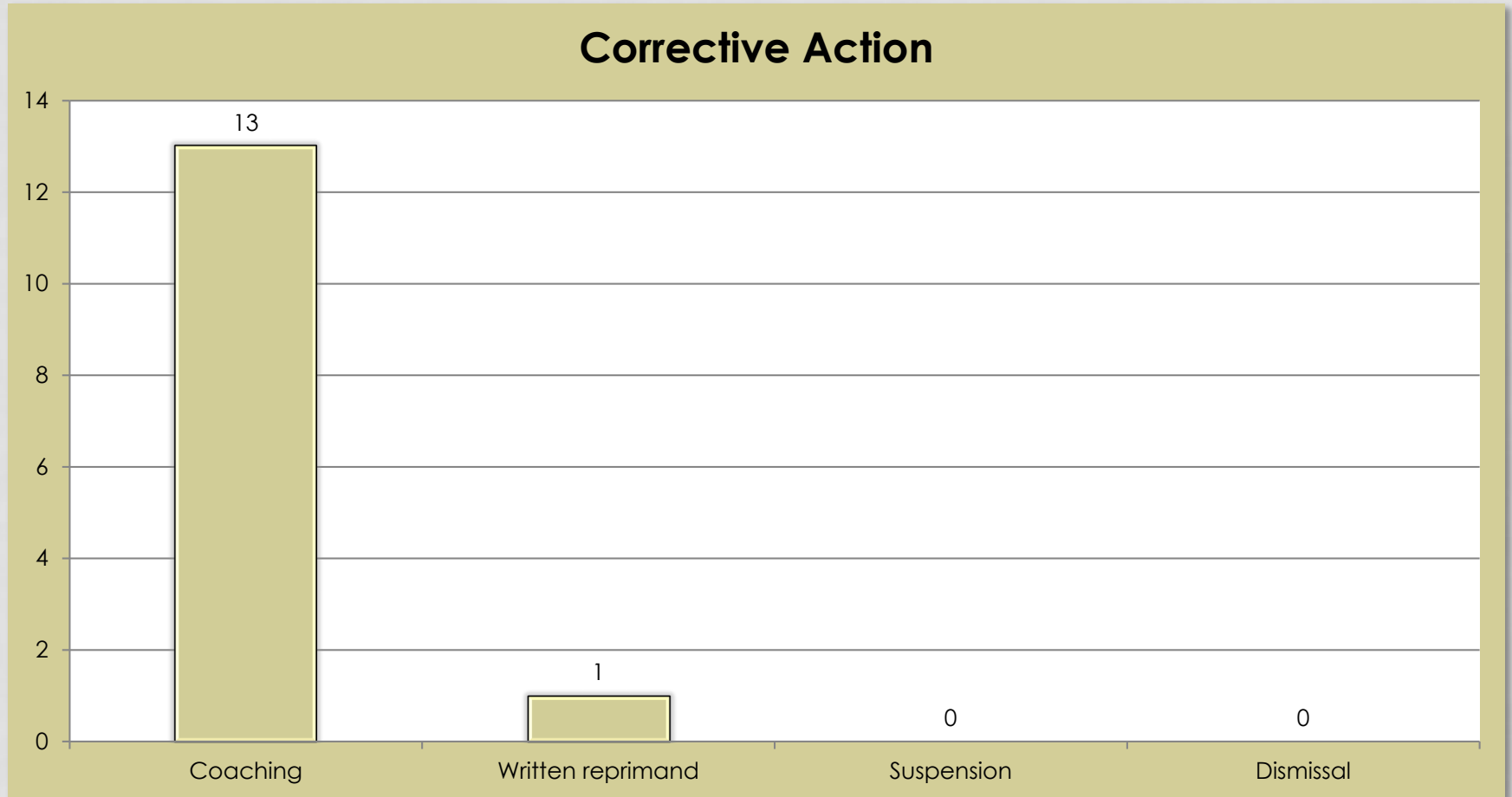
Allegation	Total	No Misconduct/Acceptable Performance	Misconduct/Unacceptable Performance	No Conclusion/Pending
Violation of General Policy	6	2	4	0
Dishonesty	1	0	0	1
Discourtesy/ Conduct Unbecoming	2	1	1	0
Neglect of Duty	6	3	3	0
Code of Conduct	2	2	0	0
Dereliction of Duty	1	0	0	1
Alcohol Violation	2	0	0	2
Pursuit Policy Violation	7	0	7	0
Improper Evidence Handling	3	0	2	1
Excessive Force	2	2	0	0
No Show for Work	1	0	1	0
Core Values	1	0	1	0
Biased Policing/Discrimination	2	2	0	0
Totals	36	12	19	5

COLLISIONS

2016-2019 Collisions

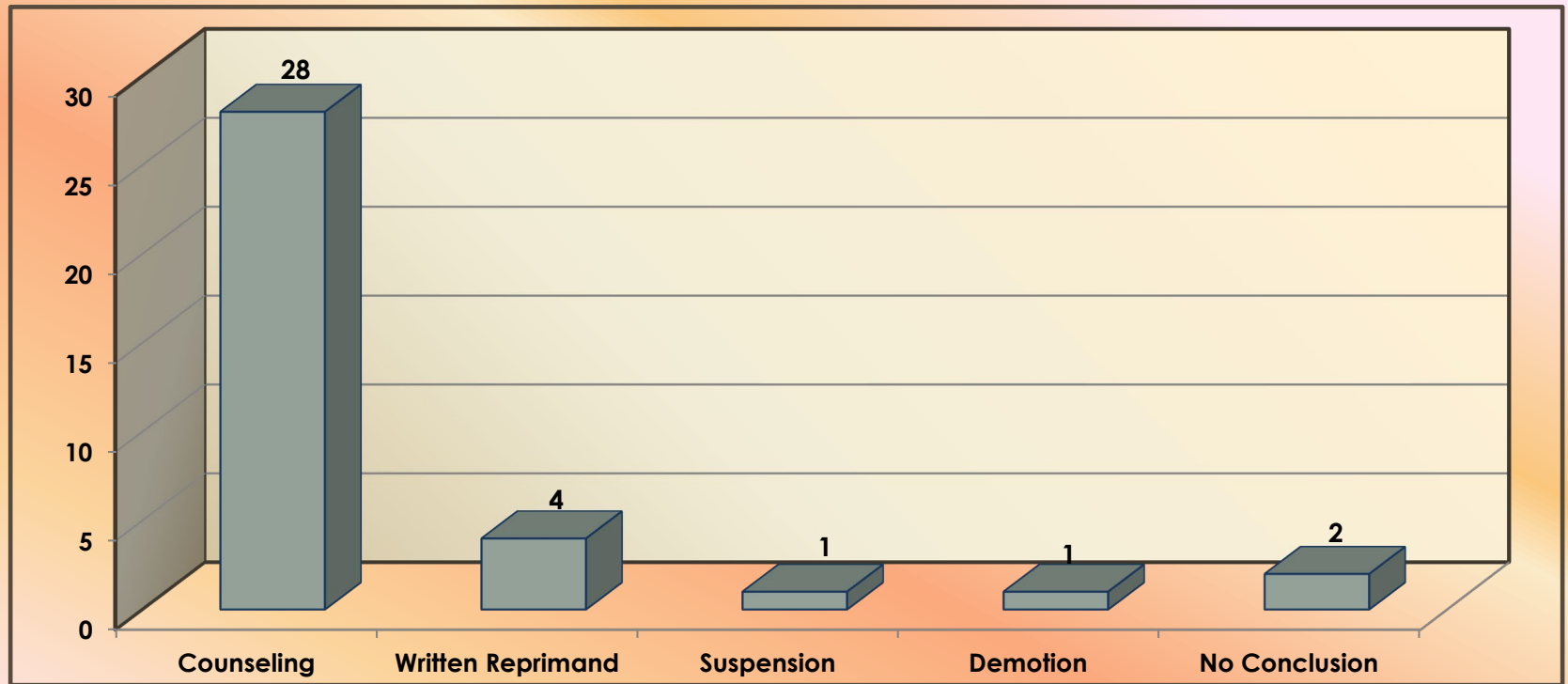


CORRECTIVE ACTION FOR COLLISIONS



COMBINED DISCIPLINE

Combined Discipline (Internals/Inquiries/Collisions)



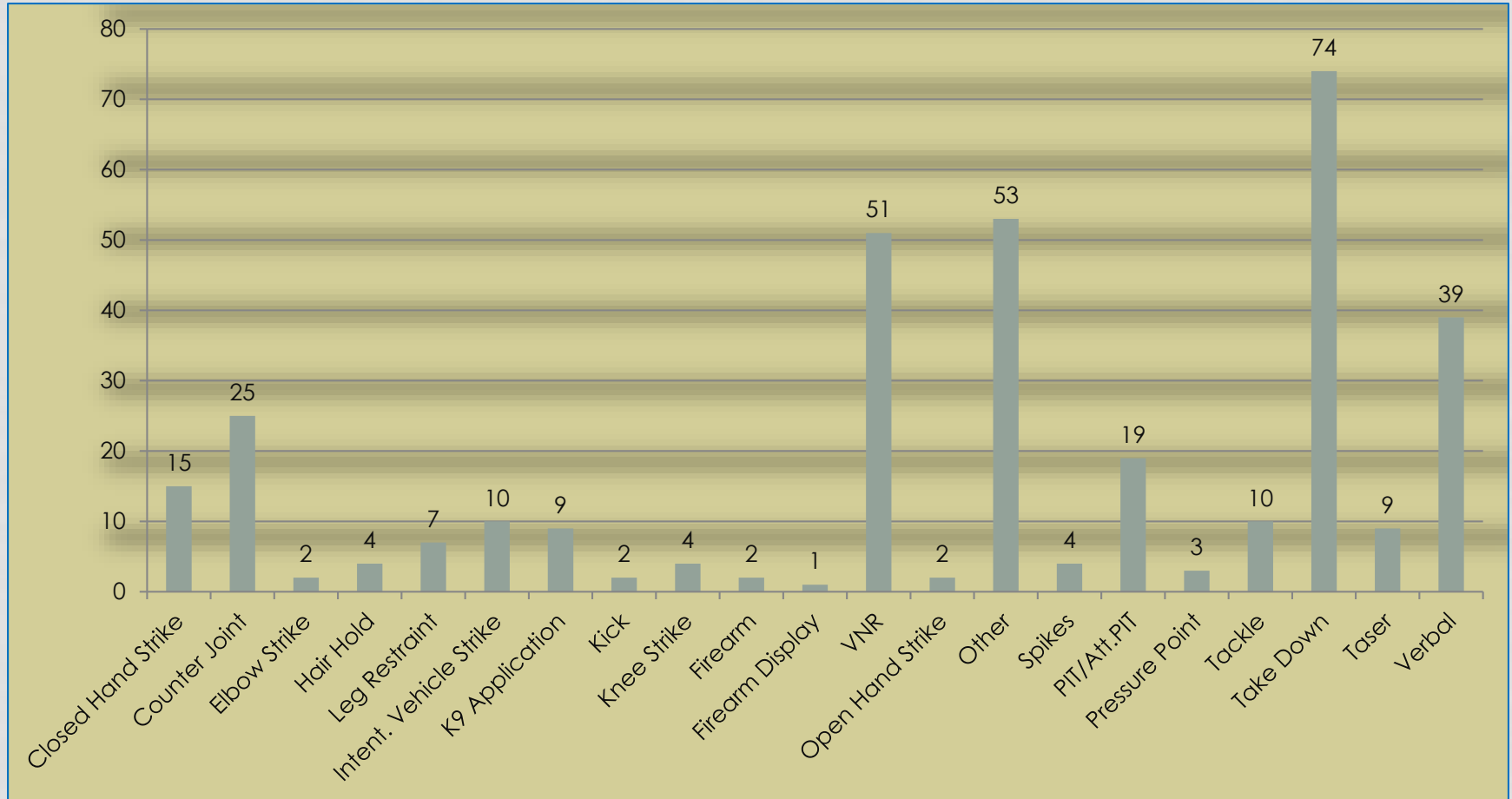


USE OF FORCE COMPARISON

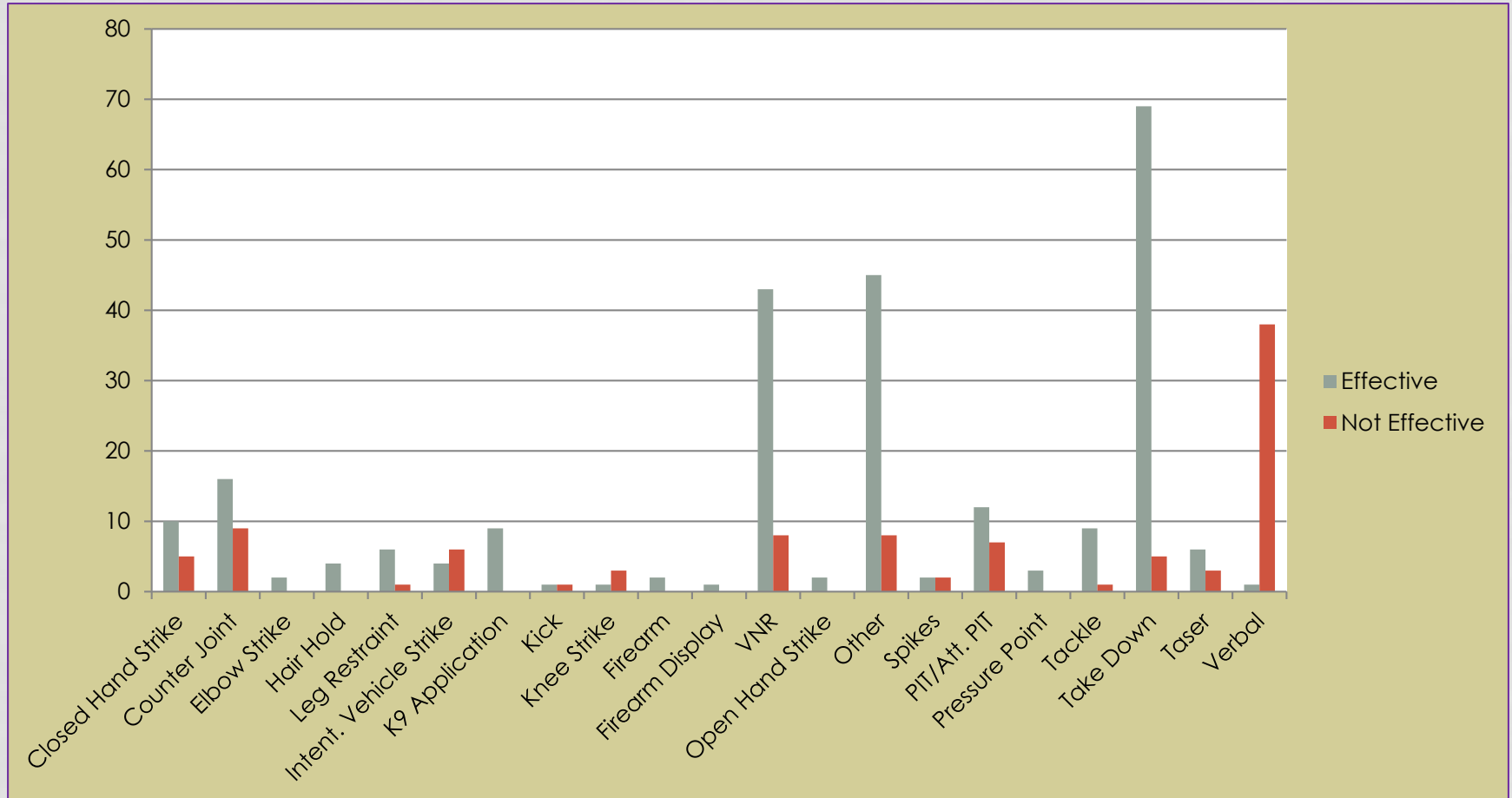
Force Reports

Year	Use of force Reports	Excessive Force Allegations	Sustained Allegations
2016	135	3	0
2017	217	7	0
2018	252	2	0
2019	214	3	0

FORCE TYPES



EFFECTIVE VS. NOT EFFECTIVE

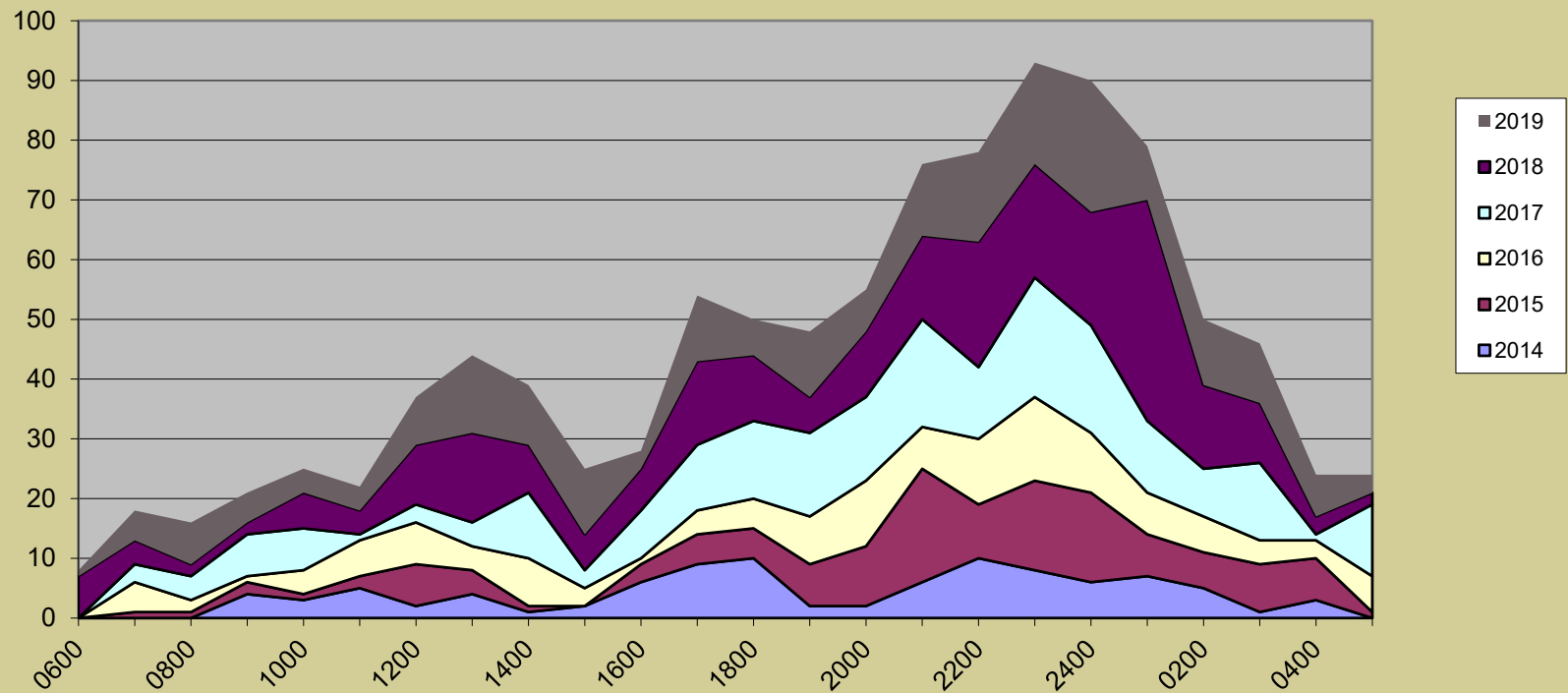


FORCE USED RESULTING IN INJURY

	Total Force Reports	Suspects Injured	Officers Injured	% of total of suspects injured
2016	135	46	15	34%
2017	217	79	23	36%
2018	252	87	35	35%
2019	214	84	31	39%

TIME OF DAY

**Force Incidents by Time of Day
2014-2019**



REASON FOR USE OF FORCE

	Officer Assaulted/Threat to be Assaulted	Fighting Stance	Other About to be Assaulted	Subject With Weapon	Muscular Tension/Pulled Away	Subject Trying to Flee	Refusing Commands	Other
2016	34	13	12	6	126	50	91	23
2017	52	16	14	0	219	82	162	37
2018	47	32	14	0	247	117	170	31
2019	48	27	10	2	268	66	183	21

QUESTIONS

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AGENDA BILL APPROVAL FORM

Agenda Subject:

SKHHP Progress Update and Draft 2020-2021 Work Plan
(Tate)(25 Minutes)

Date:

June 1, 2020

Department:

Community Development

Attachments:

- [1. SKHHP Memo](#)
- [2. SKHHP 2019 End of Year Report](#)
- [3. 2020-2021 Draft Work Plan](#)
- [4. SKHHP Presentation 6.8.2020](#)

Budget Impact:

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

Administrative Recommendation:

For discussion only.

Background Summary:

See attached memo.

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

Tate

Meeting Date: June 8, 2020

Item Number:

Memorandum



South King Housing and Homelessness Partners

To: Auburn City Councilmembers

From: Angela San Filippo, SKHHP Executive Manager

Date: June 8, 2020

RE: SKHHP Briefing – 2019 End of Year Report and Draft 2020-2021 Work Plan and 2021-2022 Budget Overview

SUMMARY: South King Housing and Homelessness Partners (SKHHP) is a partnership of 10 jurisdictions formalized by an Interlocal Agreement. The implementation of SKHHP is the culmination of more than 10 years of work by the Housing Development Consortium, King County, and South King County cities to deepen jurisdictional collaboration around housing and homelessness. The agreement supports South King County to work together and share resources in order to effectively address affordable housing and homelessness. The purpose of SKHHP is to increase available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.

Even before the coronavirus pandemic, affordable housing and homelessness were of vital concern in King County. As housing costs soared throughout the region more people were moving to areas like South King County with historically lower housing costs. This led to South King County experiencing some of the highest rent increases in the region and increasing concern over displacement of more vulnerable populations. With the economic impacts and jobs losses of the coronavirus pandemic the need for long-term policy and revenue solutions that help provide housing for all families becomes an even more critical issue.

The information contained in this memo is a summary of work done in 2019, a summary of the draft 2020-2021 Work Plan, and an overview of the projected 2021 and 2022 revenue contributions for SKHHP partner jurisdictions.

2019 SKHHP END OF THE YEAR REPORT: The 2019 SKHHP End of the Year Report is provided in Attachment 1. The SKHHP Interlocal Agreement became effective on January 1, 2019 and was signed by individual member jurisdictions throughout the first half of 2019. The SKHHP Executive Board and staff work group held monthly meetings throughout 2019 and collectively worked to: adopt operating procedures; draft a SKHHP Communication Plan; and facilitate educational materials and presentations.

The second half of 2019 included the following key actions:

- Identification of priority action items to inform the 2020-2021 SKHHP Work Plan.
- Advocacy for jurisdictions to enact the sales tax credit allowed by House Bill 1406 and coordination to pool those funds to address regional affordable housing needs.
- Recruitment and hiring process for SKHHP Executive Manager.
- Support as fiscal agent for regional South King County housing and policy needs assessment funded by Department of Commerce grants through House Bill 1923.

2020-2021 SKHHP WORK PLAN: The draft 2020-2021 SKHHP Work Plan is provided in Attachment 2. Attributable to the timing of hiring staff this is a two-year work plan, subsequent work plans will be developed annually. Consistent with the SKHHP Interlocal Agreement, the SKHHP work plan and budget must be approved by each legislative body and adopted by the SKHHP Executive Board. The 2020-2021 SKHHP Work plan and overview of the 2021-2022 budget will be presented to each member jurisdiction for feedback prior to approval and adoption by the SKHHP Executive Board. The expected timeline for work plan and budget adoption is as follows:

May – June: Partner jurisdiction presentations/briefings and feedback

July – August: SKHHP Executive Board adoption

August – October: Legislative adoption by partner jurisdictions

The 2020-2021 work plan operationalizes the priority action items identified by the Executive Board and staff work group in 2019 and incorporates actions necessary to address opportunities created by the 2019 legislative session. The work plan reflects the intention to hire a Program Coordinator and also identifies key allies with goals and activities that align with SKHHP that will augment staff capacity. The work plan is structured into three work areas: governance and administration; policy and planning; and outreach and education.

Governance and administration includes start-up procedures, program-wide management activities, the annual work plan and budget process, and establishing an Advisory Committee. Once established, the Advisory Committee will provide recommendations to the Executive Board that will help to ensure equitable and informed decision making. The key outcomes for this work area are:

- Functioning and collaborative entity with clear measures of success.
- Implementation that supports equitable outcomes across jurisdictions, community members, and stakeholders.

Policy and Planning includes establishing a SKHHP Housing Capital Fund, inventorying affordable housing vulnerable to market pressures, supporting development of housing action plans, and collaborating to enhance local policies and programs that accelerate access, protect existing housing stock, and provide housing security. The key outcomes for this work area are:

- Pooled local resources dedicated to affordable housing in South King County.
- Increased number of South King County cities with comprehensive housing action plans.
- Number of jurisdictions with new or enhanced legislation or programs to support affordable housing strategies.

Outreach and Education includes representing South King County at local and regional forums, furthering stakeholders' and elected officials understanding of housing options and the range of needs and opportunities, and developing state and federal advocacy priorities. The key outcomes for this work area are:

- South King County is heard, considered, and supported by regional and state stakeholder groups and policy makers.
- Changes in policies, programs, and funding streams that support affordable housing and homelessness programs in South King County.
- Increased interest in South King County from non-profit and for-profit housing developers.

2021-2022 SKHHP BUDGET CONTRIBUTIONS: The SKHHP Executive Board is still working on finalizing a draft 2021-2022 SKHHP budget. However, in light of predicted revenue shortfalls and budget uncertainty within all jurisdictions, the Board has indicated commitment to keep jurisdiction revenue contributions stable through 2022. Maintaining current jurisdiction contributions is made possible by carrying over personnel cost savings from 2019 and 2020. The current contributions are based on population size (shown in the table below). Auburn's contribution would be \$26,000 per year through 2022.

Population	Contribution*
<10,000	\$4,000
10,001-35,000	\$7,500
35,001-65,000	\$15,000
65,001-100,000	\$26,000
>100,000	\$34,000

*King County contributes an additional \$41,000/year for a total annual contribution of \$75,000.

ATTACHMENTS:

1. 2019 End of Year Progress and Budget Report
2. 2020-2021 Draft SKHHP Work Plan
3. SKHHP Presentation Slides



SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

2019 end-of-year report

BACKGROUND

South King County cities, supported by the Housing Development Consortium of Seattle-King County (HDC) have led the South King Housing and Homelessness Partners (SKHHP) collaboration efforts. The establishment of this partnership comes from 10 years of work by HDC and South King County cities to deepen interjurisdictional coordination around housing and homelessness.

INTERLOCAL AGREEMENT

Effective January 1, 2019, SKHHP was formalized by an interlocal agreement approved by the ten member jurisdictions (Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Normandy Park, Renton, Tukwila, and King County) and the SKHHP Executive Board. The interlocal agreement formalizes the member collaboration to address affordable housing and homelessness in South King County. This collaborative model is based on similar approaches used in Snohomish County, East King County, and other areas across the country. By pooling resources, jurisdictions in South King County can efficiently create new staff capacity that will work for each member jurisdiction to develop plans, policy legislation, new programs, work with private and non-profit developers, and help jurisdictions speak with one voice on these topics at regional and state forums. Midway through 2019 HDC and the Cedar River Group turned over SKHHP operations to the SKHHP Board and the SKHHP administering agency (City of Auburn).

SKHHP EXECUTIVE BOARD MEETINGS

SKHHP is governed by an Executive Board composed of either an elected official or City Manager/Administrator for each city and the King County Executive, or their designated representative of each member jurisdiction. The SKHHP Executive Board held monthly meetings throughout 2019. Early in 2019 the SKHHP Executive Board established the City of Auburn as the administering agency and adopted operating procedures and rules.

In 2019 the SKHHP Executive Board also prioritized action items for the SKHHP work plan identifying 'must do', 'should do', and 'could do' actions. This list provides the starting point for developing and executing a SKHHP work plan.

SKHHP STAFF WORK GROUP

The SKHHP staff work group met monthly during 2019. Members of this group include staff from the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, King County, Renton, and Tukwila. The staff work group identified items for SKHHP Board meeting agendas, facilitated educational materials and presentations, and developed budget proposals and SKHHP work and communication plans.

The staff work group was instrumental in drafting SKHHP position descriptions, and executing the hiring and recruitment process for the Executive Manager. The monthly SKHHP staff work group meetings provide the framework for coordination and collaboration between staff from SKHHP member jurisdictions. The monthly meetings are a regular opportunity for staff to share information, ideas, challenges, successes, and work together to advance SKHHP goals and priorities.

SKHHP RECRUITMENT AND HIRING

Midway through 2019 the SKHHP staff work group and Executive Board developed a position description and began the recruitment process for hiring a program manager. The position description went through several iterations and two recruitment and interview processes before SKHHP hired an Executive Manager in November 2019. The Executive Manager began full time in January 2020.

HOUSE BILL 1406 COORDINATION

2019 House Bill 1406 authorizes cities and counties, for a period of 20 years, to retain a portion of sales tax that is currently collected, held and used by Washington State; provided those funds are directed towards objectives that support affordable housing initiatives. In July 2019 SKHHP passed a resolution advocating legislative bodies of all member jurisdictions to enact the provisions authorized under HB 1406. If all nine SKHHP partner cities pool the revenues collected from HB 1406, the revenue projection provided by the department of revenue would be about \$1,000,000 annually over 20 years.

From July through November of 2019 the SKHHP Executive Board, supported by the SKHHP staff work group, tracked progress of member jurisdictions in enacting HB 1406 and advocated for SKHHP member cities to pool the revenues collected to advance the interlocal agreement and create a SKHHP capital funding source. By the end of 2019 all SKHHP member jurisdictions had passed a resolution of intent to enact HB 1406 and all but one member city had passed an ordinance enacting the collection of the sales tax credit.

In November 2019, the SKHHP Executive Board formally passed a resolution recommending each member city pool the revenues collected through HB 1406. By the end of 2019 three member cities passed a resolution to pool HB 1406 funds towards the SKHHP housing capital fund, and one member city created mayoral authority to pool HB 1406 in their enacting legislation.

SOUTH KING COUNTY JOINT HOUSING NEEDS AND POLICY ASSESSMENT GROUP

In October 2019 the SKHHP Executive Board provided general support to act as the fiscal agent for a joint planning effort between six of the nine SKHHP member cities. These six cities (Auburn, Burien, Federal Way, Kent, Renton, and Tukwila) each applied for a \$100,000 Washington State Department of Commerce Planning grant made available by 2019 House Bill 1923 for a collective total of about \$600,000. Each of the six cities will contribute \$20,000 to a collective pool of money that will be used for the purpose of developing a comprehensive assessment of the housing stock in South King County, including growth, housing type, associated demographics, and income/affordability. Each city will also retain approximately \$80,000 for housing policy and action plan development within its own boundaries. SKHHP will be the fiscal agent to execute the project and the City of Kent will manage the grant, consultant contracts, and provide project management.

EDUCATIONAL ITEMS

From June through November of 2019, each SKHHP Executive Board meeting included an educational component. The educational items help the Board to stay current on state and local legislation, gain insight on best practices and policies around affordable housing and homelessness, and stay informed and engaged in local and regional planning efforts, studies, and analyses of housing and homelessness. The educational items included in 2019 were as follows:

- June – House Bill 1406
- July – Non-profit versus public entity and funding sources
- August – Housing affordability and what it means within your community
- September – Healthy housing
- October – Burien rental housing rules
- November – King County Countywide Planning Policies

ATTACHMENT

2019 Quarter 4 and end-of-the-year budget report

2019 Quarter 4 and end-of-the-year budget report

SKHHP Fund	Budget	Actual	Remaining	Percent Used*
REVENUES				
Auburn	20,240	20,236	4	100.0%
Burien	11,670	11,676	(6)	100.1%
Covington	5,840	5,838	2	100.0%
Des Moines	5,840	5,838	2	100.0%
Federal Way	20,240	20,236	4	100.0%
Kent	26,460	26,464	(4)	100.0%
Normandy Park	3,110	3,114	(4)	100.1%
Renton	26,460	26,464	(4)	100.0%
Tukwila	5,840	5,838	2	100.0%
Unincorporated KC	26,460	27,000	(540)	102.0%
Contributions/Donations	68,000	31,000	37,000	45.6%
Other Outside Revenue**	-	48,000	(48,000)	
Interest Earnings	-	1,496	(1,496)	
Total	220,160	233,200	(13,040)	105.9%
EXPENDITURES				
SKHHP Cost Reimbursement	120,990	6,335	114,655	5.2%
Administration Fee	20,920	20,920	-	100.0%
Total	141,910	27,255	114,655	19.2%
Beginning Fund Balance	-	-		
Net Change In Fund Balance	78,250	205,945		
Estimated Ending Fund Balance - Dec	78,250	205,945		

SKHHP Cost Reimbursement Detail	Actual
EXPENDITURES	
Wages	171
Benefits	14
Supplies	-
Professional Services	6,150
Interfund Allocations	-
Total	6,335

*Percent used is the percentage of what was originally budgeted versus the actual contributions and expenditures. The entire ending fund balance was carried forward to 2020.

**Outside revenue sources include additional contribution from King County bringing the annual County contribution to \$75,000.



SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

DRAFT 2020-2021 WORK PLAN

Purpose: Establish a 2020-2021 SKHHP Work Plan that is consistent with the SKHHP Interlocal Agreement and shaped by member jurisdictions. The 2020-2021 SKHHP Work Plan reflects individual jurisdiction needs and interests while furthering the overall purpose of SKHHP to increase the available options for South King County residents to access affordable housing and preserve existing affordable housing stock.

Introduction: 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.

The SKHHP 2020-2021 work plan includes three major areas of work that will facilitate implementation of the SKHHP Interlocal Agreement: governance and administration; policy and planning; and education and outreach. These three major work areas are broken into five objectives.

Governance and administration is covered in Objective 1 and includes program-wide management activities that will be completed annually including developing and adopting an annual work plan and budget. This work area also includes start-up procedures including establishing decision-making protocols and reporting procedures, and convening a community advisory committee.

Policy and planning is covered in Objectives 2 and 3 and includes advocating for and establishing a SKHHP affordable housing capital fund; and collaborating with partners to enhance local policies and programs that accelerate access to affordable housing, protect existing housing stock, and provide housing security.

Outreach and education is covered in Objectives 4 and 5 and includes representing South King County and its unique affordable housing needs at all decision tables; and furthering the understanding of the spectrum of affordable housing options and the range of related needs and opportunities.

Background: During 2018 and 2019 staff of member jurisdictions discussed a wide range of work plan ideas for SKHHP; the goal was to identify objectives and action items for an 18-month work plan. In June 2019, each jurisdiction was asked what SKHHP “must do”, “should do”, or “could do” during the course of the first 18-months. In June 2019, the SKHHP Executive Board reviewed and approved the list by focusing on the “must do” and “should do” items.

The 2020-2021 work plan operationalizes the list approved by the SKHHP Executive Board in 2019 and incorporates the HB 1406 sales tax credit and the sub-regional housing assessment made possible by HB 1923 grant funds. The sub-regional housing assessment is being coordinated by six of the nine SKHHP partner cities (SoKiHo). The 2020-2021 work plan also identifies allies like the Housing Development Consortium (HDC) and King County with goals that align with SKHHP that will augment staff capacity. The 2020-2021 work plan prioritizes the “must do” and “should do” activities for 2020. Activities that were part of the 2019 list of activities will be reassessed for possible incorporation in the 2022 work plan.

In February 2020 King County had its first reported case of COVID-19, the disease caused by the coronavirus. Since February, the pandemic has continued to expand and we have yet to see the full extent of the virus. On March 23, 2020 Governor Inslee announced a statewide order requiring everyone in the state to stay home for two weeks. The order required everyone to stay home except to pursue essential activities, banned all gatherings for social, spiritual, and recreational purposes, and closed all businesses except those deemed essential. The Stay Home, Stay Healthy initiative has since been extended through May, 2020 with a four phase approach to opening businesses that will begin on May 5, 2020.

In response to the impacts of the COVID-19 crisis, federal, state, and local governments have mobilized emergency operations centers, implemented temporary policies to prevent residential and business evictions, and passed unprecedented stimulus packages in the hopes to lessen the impacts of COVID-19 to individuals and businesses. The impacts of this crisis are still unfolding and much of the recovery effort has yet to be determined. During this unprecedented time, staff capacity and local resources may need to adapt. This may require SKHHP to reanalyze priorities and/or shift the timeline for the work identified in the work plan.

Progress reports: Consistent with the Interlocal Agreement, the SKHHP Executive Manager will submit quarterly budget performance and progress reports on the status of the work plan elements to the SKHHP Executive Board and the legislative body of each member jurisdiction. To be consistent with the administering agency’s finance department, quarterly progress reports will be provided as follows:

- Quarter 1: May
- Quarter 2: August
- Quarter 3: November
- Quarter 4: February

Next steps: In accordance with the Interlocal Agreement, the 2020-2021 SKHHP Work Plan will be approved by the legislative body of each member jurisdiction and the SKHHP Executive Board. The timeline for review and adoption of the 2020 SKHHP Work Plan is as follows:

- **May-June** – Draft 2020-2021 SKHHP Work Plan and Draft 2021 operational budget reviewed by legislative body of each jurisdiction and SKHHP Executive Board.
- **July-August** – review and adoption of 2020-2021 SKHHP Work Plan and 2021 operational budget by SKHHP Executive Board.
- **August-October** – adoption of 2020-2021 SKHHP Work Plan and 2021 operational budget by legislative body of each jurisdiction.

Acronyms: The 2020-2021 work plan includes several acronyms or abbreviations defined as follows:

AdvCom: SKHHP Advisory Committee to be formed during 2020 made up of 12 to 15 community members appointed by the Executive Board to provide advice and recommendation to the Executive Board.

EB: SKHHP Executive Board

Enterprise: Enterprise Community Partners

HDC: Housing Development Consortium

SKC: South King County

SKCJPD: South King County Joint Planners and Developers group convened by HDC

SoKiHo: South King County housing group (six of the nine SKHHP cities) managing the sub-regional housing needs and policy assessment

GOVERNANCE AND ADMINISTRATION

Objective 1: Establish SKHHP's governance and decision making structure, foster collaboration between partners, and provide direction to staff on implementation of the SKHHP Interlocal Agreement.

Outcomes:

- 1) Functioning and collaborative entity with clear measures of success.
- 2) Implementation supports equitable outcomes across jurisdictions, community members, and stakeholders.

Activities/Actions		Responsible	Status	2020												2021											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Develop Annual Work Plan (SKHHP adoption by June 1)	SKHHP staff, work group, & EB	In progress																								
1a	Partner jurisdiction review and adoption	SKHHP staff, work group, & EB	In progress																								
2	Develop Annual Budget (SKHHP adoption by June 1)	SKHHP staff, work group, & EB	In progress																								
2a	Partner jurisdiction review and adoption	SKHHP staff, work group, & EB	In progress																								
3	Establish decision-making protocols	SKHHP staff & EB	In progress																								
4	Develop quarterly reporting procedures	SKHHP staff & EB	In progress																								
4a	Quarterly progress and budget reports	SKHHP staff	Ongoing																								
5	Establish SKHHP Advisory Committee	SKHHP staff & EB	Not started																								

POLICY AND PLANNING

Objective 2: Establish South King County Housing Capital Fund, develop an administration plan, and build funding support.

Outcomes:

- 1) Increase resources dedicated to affordable housing preservation, rehabilitation, and production in South King County.
- 2) Pool resources to address the growing affordable housing and homelessness needs in South King County.

Activities/Actions		Responsible	Status	2020												2021											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Coordinate City commitment to pool HB 1406 funds	SKHHP staff, work group, & EB	In progress																								
2	Inventory and assess existing local affordable housing funds	SKHHP staff & EB	Not started																								
3	Create inventory of expiring tax credit developments and naturally occurring affordable housing vulnerable to market pressures	SKHHP staff, SoKiHo	In progress (ongoing)																								
4	Assess physical conditions of existing subsidized and naturally occurring affordable housing stock	SKHHP staff, work group	In progress (ongoing)																								
5	Create portfolio of potential uses and allocation strategies	SKHHP staff, work group, & EB	Not started																								
6	Develop marketing materials by audience to build funding support	SKHHP staff, work group, & EB	Not started																								
7	Develop administration plan for SKHHP Housing Capital Fund	SKHHP staff, AdvCom., & EB	Not started																								
8	Build funding support through advocacy with philanthropic and private corporations	SKHHP staff, work group, AdvCom., & EB	In progress (ongoing)																								

Objective 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.

Outcomes:

- 1) Increased number of South King County cities with comprehensive housing strategy plans.
- 2) Number of jurisdictions that adopt new or enhanced legislation or programs that support affordable housing production and preservation strategies.
- 3) Increased number of affordable rental housing units in participating programs.

Activities/Actions		Responsible	Status	2020												2021											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Support creation of housing policy assessment tool	SoKiHo & SKHHP staff	In progress																								
2	Support development of housing strategy/action plans	SKHHP staff & SoKiHo	Not started																								
3	Maintain inventory & assessment of existing city preservation programs for affordable rental & ownership housing	SKHHP staff & work group	In progress																								
4	Coordinate SKC participation in identification of potential locations for future TOD to include affordable housing	SKHHP staff, Sound Transit, King County, Enterprise	Not started																								
5	Catalog successful affordable housing development projects	SKHHP staff	Ongoing																								
6	Develop examples of potential design standards and desired requirements	SKHHP staff & work group	Not started																								

OUTREACH AND EDUCATION

Objective 4: Represent South King County and its unique affordable housing needs at all decision tables.

Outcomes:

- 1) Establish credibility of SKHHP with potential partners and funders.
- 2) South King County is authentically heard, considered, and supported by regional and state stakeholders and policy makers.
- 3) Changes in policies, practices, and funding streams that support affordable housing and homelessness programs in South King County.

Activities/Actions		Responsible	Status	2020												2021											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Create schedule of priority meetings and designate SKC representatives	SKHHP staff, work group & EB	Not started																								
2	Represent SKHHP at local & regional meetings and forums.	SKHHP staff	In progress (ongoing)																								
3	Develop SKHHP State advocacy priorities	SKHHP staff, work group & EB	In progress																								
4	Develop SKHHP Federal advocacy priorities	SKHHP staff, work group & EB	In progress																								
5	Develop advocacy presentation and messaging toolkit	SKHHP staff, work group & EB	Not started																								
6	Conduct work sessions with state legislators	SKHHP staff, work group & EB	Not started																								

Objective 5: Further strengthen regional stakeholders' understanding of the spectrum of affordable housing options and the range of related needs and opportunities.

Outcomes:

- 1) South King County decision makers are informed and prepared to act based on current information and facts.
- 2) Increased interest from nonprofit and for-profit developer to partner with South King County cities to produce affordable housing.

Activities/Actions		Responsible	Status	2020												2021											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Coordinate and work with developers to better understand barriers to increasing construction and preservation of affordable housing	SKHHP staff, SKCJPD, HDC	In progress (ongoing)																								
2	Support SKC engagement and elected official participation in affordable housing development tours	SKHHP staff & HDC	In progress (ongoing)																								
3	Develop affordable housing and homelessness awareness presentation toolkit	SKHHP staff, AdvCom. & EB	In progress																								

South King Housing and Homelessness Partners

Angela San Filippo, Executive Manager
Auburn City Council Study Session
June 8, 2020

Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County



South King Housing and Homelessness Partners

- Partnership of 10 jurisdictions to enable South King County to work together and share resources in order to effectively address affordable housing and homelessness.
- 10+ years of work by HDC and South King County cities to deepen jurisdictional collaboration around housing and homelessness.

Purpose

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

Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County



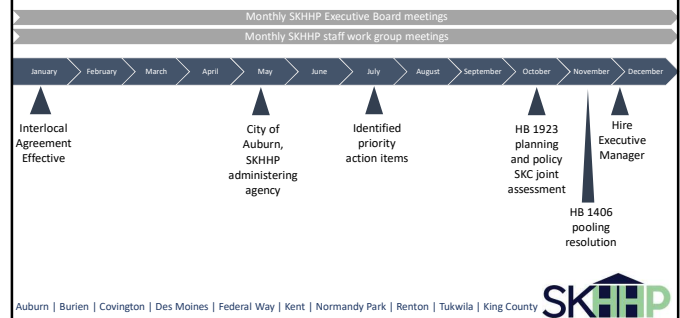
South King Housing and Homelessness Partners

- Provides unified voice for South King County
- Develops shared solutions for regional housing needs
- Keeps our neighbors in the region and in their homes
- Serves our most vulnerable residents

Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County



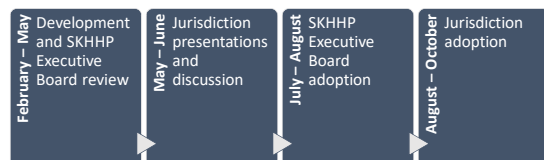
2019 at-a-glance



Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County



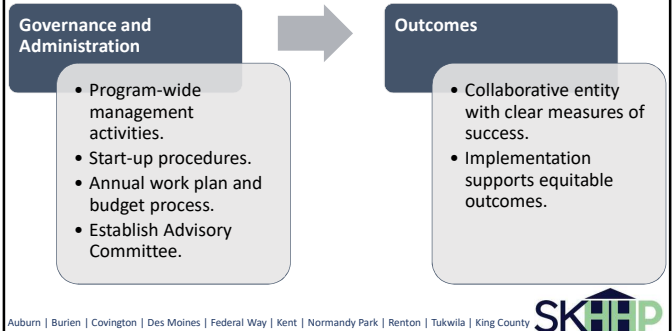
2020-2021 Work Plan and 2021-2022 Budget



Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County

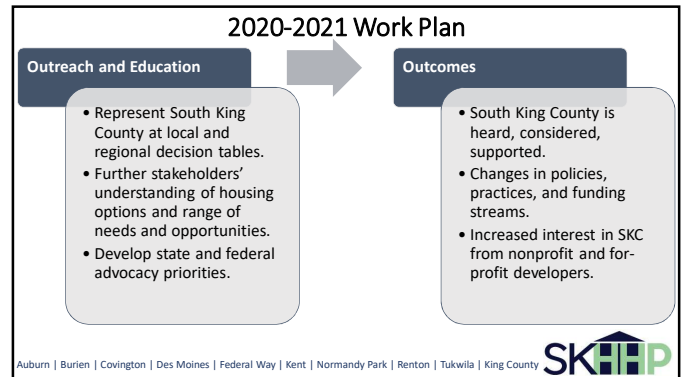
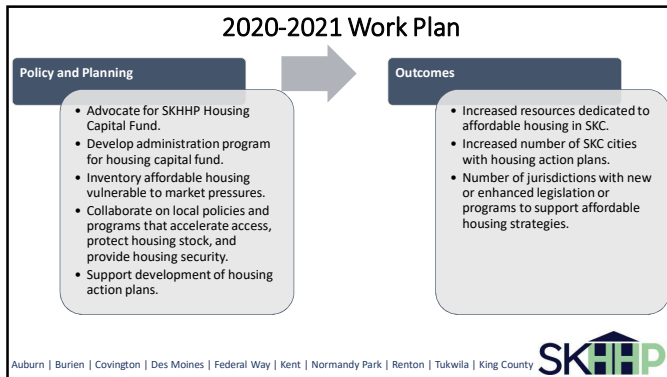


2020-2021 Work Plan



Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County





2021-2022 Budget Overview

- Personnel cost savings in 2019 and 2020 will be used to:
 - Maintain current jurisdiction contributions through 2022
 - Hire SKHHP Program Coordinator

Population	Contribution
<10,000	\$4,000
10,001-35,000	\$7,500
35,001-65,000	\$15,000
65,001-100,000	\$26,000
>100,000	\$34,000

Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County

Before COVID-19, 1 out of 3 households in King County were cost-burdened

<p>Growth</p> <ul style="list-style-type: none"> • King County's population growth has been greater than housing production since 2011. • Wages have not kept up with increased housing costs. <p>Cost burden</p> <ul style="list-style-type: none"> • More than 100,000 low-income households pay more than half their income for housing costs. 	<p>Disproportionality</p> <ul style="list-style-type: none"> • Renters are twice as likely to pay half their income for housing costs. • People of color are significantly more likely to be paying more than half their income on housing. <p>Need</p> <ul style="list-style-type: none"> • 244,000 affordable homes needed by 2040.
--	--

Affordable Housing Committee - May 15, 2020

Likely Scenarios from COVID-19 Pandemic

- ✓ **Cost burden rises** because housing supply is still so low that home prices are not likely to go down. Home prices are less responsive to recessions because housing is an absolute need.
- ✓ **Disproportionate impacts** on vulnerable populations.
- ✓ **Renters and owners face evictions/foreclosures** at the end of moratorium, and **existing affordable housing units are at risk** if they have a foreclosure.
- ✓ Immediate crisis response **pulls attention from long-term needs**.
- ✓ **Funding sources uncertain** during recession.

Affordable Housing Committee - May 15, 2020

South King Housing and Homelessness Partners

Angela San Filippo, Executive Manager
asanfilippo@skhhp.org
 (253) 329-7394

Auburn | Burien | Covington | Des Moines | Federal Way | Kent | Normandy Park | Renton | Tukwila | King County



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6777 (Thomas)(10 Minutes)

Date:

June 2, 2020

Department:

Finance

Attachments:

[Ordinance No. 6777](#)

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background Summary:

This ordinance extends the provisions of Ordinance No. 6767, adopted by Council on March 23, 2020. Ordinance No. 6767 temporarily superseded sections of the Auburn Municipal Code which requires water shut offs for delinquent utility accounts and late fees assessed on delinquent water, sewer, and airport consumption/usage. These sections will be waived until the earlier of: (a) termination of the civil emergency proclaimed by the Mayor on March 5, 2020; or (b) June 30, 2020.

This ordinance extends the waiver of the Auburn Municipal Code, as it relates to water shut offs for delinquent utility accounts and late fees assessed through August 31, 2020.

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

Thomas

Meeting Date: June 8, 2020

Item Number:

ORDINANCE NO. 6777

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING ORDINANCE NO. 6767, EXTENDING THE TEMPORARY WAIVER OF LATE FEES FOR UTILITY ACCOUNTS AND AIRPORT FEES, SUPERSEDING CERTAIN SECTIONS OF AUBURN CITY CODE REQUIRING PAYMENT OF SUCH LATE FEES AS SET FORTH IN ACC 12.56.045; 13.06.300; 13.06.511; 13.20.390; AND 13.48.120, IN LIGHT OF A DECLARED PUBLIC HEALTH EMERGENCY RELATED TO COVID- 19

WHEREAS, the World Health Organization has announced novel coronavirus COVID-19) is officially a global pandemic; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency because of COVID- 19; and

WHEREAS, the Washington Governor declared a State of Emergency due to new cases of COVID-19; and

WHEREAS, on March 5, 2020, the Mayor proclaimed a local emergency due to growing public health impacts of COVID-19, which the Auburn City Council ratified by Resolution No. 5504; and

WHEREAS, the COVID-19 outbreak presents an extreme risk of person-to- person transmission of the virus and public health experts worldwide advise the best way to prevent transmission of the virus is to prevent infected people from coming in close contact with healthy persons; and

WHEREAS, following recommended public health best practices, including social

distancing, which is critical to mitigate the spread of COVID-19, is also having significant negative economic effects on the national, regional, and local economy, in particular small businesses and workers in the Auburn-area who cannot work remotely and may not receive full wages during this time; and

WHEREAS, utility bills combined with the public health emergency for COVID-19 will inherently have a disproportionate negative impact on low-wage workers, individuals on fixed incomes, non- profit organizations and small businesses, inhibiting their ability to pay utility bills before the due date; and

WHEREAS, temporarily waiving the charging of late fees on delinquent bill balances as soon as possible, for utility bills and airport fees, is necessary both to help ease the negative impact on low-wage workers, individuals on fixed incomes, non-profit organizations and small businesses and to reduce the frequency of in-person bill payment during the emergency; and

WHEREAS, the Auburn City Code ("ACC") includes several provisions requiring late fees on delinquent utility consumption and utilization charges; and

WHEREAS, the ACC and the adopted City of Auburn Fee Schedule includes provisions requiring late fees on delinquent airport payments; and

WHEREAS, as part of its continued efforts to respond to the emergency and provide assistance to its customers, the City has determined it is appropriate to temporarily waive imposition or collection of late fees and penalties assessed against users of the City' s utility systems and municipal airport; and

WHEREAS, in order to provide for a waiver of late fees, on March 23, 2020, the City Council adopted Auburn Ordinance No. 6767; and

WHEREAS, in order to address the purposes for which the late fees were to be waived, it is appropriate to extend the waiver of late fees, currently set to expire on June 30, 2020; and

WHEREAS, the provisions of Ordinance No. 6767 should be amended to extend the waiver of late fees through August 31, 2020.

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

The provisions of Ordinance No. 6767 are amended as follows:

Section 1. Late Fees Waived. The imposition and collection of late fees assessed against users of the City of Auburn's utility systems and municipal airport are waived until the earlier of: a) termination of the civil emergency proclaimed by the Mayor on March 5, 2020; or (b) ~~June 30, 2020~~August 31, 2020.

Section 2. Affected City Code Sections. To the extent the following sections or subsections of the ACC that authorize or require the collection of late fees and penalties on delinquent utility customer consumption, utilization charges, or airport fees, are inconsistent with Section 1 of this Ordinance, those sections are superseded and waived during the time period stated in Section 1:

ACC 12.46.045 (Airport tiedown, Hangar, and Storage Rental Fees)

ACC 13.06.290 (Water-Service Charges- Nonpayment Action)

ACC 13.06.300 (Water-Service Charges-Payment and Delinquency)

ACC 13.06.511 (Fees, Service Charges, Fines, Penalties and Damage)

ACC 13.20.390 (Sewage Conveyance and Disposal Service Charge-Payment Dates-Payment Delinquency)

ACC 13.48.120 (Sewers- Billing and Collection)

City of Auburn Fee Schedule (B)(9) (Engineering and Public Works Fees, Other Utility Fees)-Delinquent shut off, late charge, delinquent meter pull; (D)(1) (Auburn Municipal Airport Fees, Lease Fees)-Late payments and delinquency fee.

Section 3. Late Fee Waivers. The Mayor is authorized to waive late fees both in the code and set forth in the City of Auburn Fee Schedule consistent with ACC 2.03.030.

Section 4. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 5. 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 6. 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: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

Pierce Transit Long Range Plan Presentation (Gaub)(20 Minutes)

Date:

May 21, 2020

Department:

Public Works

Attachments:

[Pierce Transit Presentation](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

Pierce Transit will present the highlights of their updated long range plan: Destination 2040. The plan covers future service, system, and active transportation connections improvements.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: June 8, 2020

Item Number:



**Pierce
Transit**

Auburn City Council

Destination 2040 Long Range Plan Update

Darin L. Stavish, Principal Planner

June 8, 2020



ARUP

LRP Update's Purpose, Goals, and Objectives

What do we hope to achieve with this update?

- Depict access and coverage gaps within the current system (PTBA) boundaries
- Assess non-motorized and active transportation access to Pierce Transit routes and facilities (e.g., transit centers, stations, park-and-ride lots)
- Envision what services and coverage we could offer at a full 0.9% sales tax scenario
- Increase from current 500,130 to 735,000 annual Service Hours and model for ridership
- Show a Bus Rapid Transit system at full build out: Pacific Avenue /SR 7 plus four routes



Sections

1. Introduction
 2. Assessment of Current Conditions
 3. A Coordinated Transit System
 4. Keeping Pace with Our Changing Landscape
 5. Emerging Technologies
 6. Service Expansion Benefits
 7. Future Transit Networks and Financial Requirements
 8. Closing Statement – Next Steps Through 2040
- Appendices

DESTINATION 2040

Pierce Transit • Long Range Plan Update

Second Draft – February 2020

FUTURE SERVICE SCENARIO



10 NEW ROUTES

Route	Name
BRT 1	Downtown Tacoma (Commerce Street) - Mountain Hwy (SR 7) at 8th Avenue E Walmart
BRT 2	S. 19th Street - Bridgeport Way
BRT 3	Downtown Tacoma - Lakewood Transit Center
5	East Tacoma - 72nd Street - Parkland Transit Center
15	Ruston Express
17	Ruston Way
49	Portland Avenue
51	Tyler Road - Bridgeport Way W (To be determined)
58	Proctor - Lakewood (Former Route 51)
498	Fife - Auburn



INCREASED FREQUENCY FOR 17 ROUTES

Route	Name
3	Lakewood - Tacoma
4	Lakewood - South Hill
41	56th Street - Salishan
48	Sheridan - S. M Street
52	Fircrest - Tacoma Community College
53	University Place
54	S. 38th Street - Portland
55	Tacoma Mall - Parkland
57	Union - S. 19th Street - Hilltop
63	Northeast Tacoma Express
100	Gig Harbor
102	Gig Harbor - Tacoma Express
202	S. 72nd Street
400	Puyallup - Downtown Tacoma
409	Puyallup - 72nd Street Transit Center
501	Milton-Federal Way

KEEPING PACE WITH CHANGE

Population and employment are increasing in Pierce County.

How can Pierce Transit keep up with the change?

PIERCE COUNTY GROWTH TARGETS 2050*

	POPULATION GROWTH	EMPLOYMENT GROWTH
Metropolitan Cities	38% • 137,000	48% • 94,000
Core Cities	23% • 85,000	23% • 44,000
HCT Communities	21% • 77,000	13% • 26,000
Cities and Towns	7% • 25,000	6% • 13,000
Unincorporated Urban	8% • 29,000	8% • 15,000
Rural Areas	3% • 11,000	2% • 3,000
TOTAL	364,000	195,000

* Source: Draft VISION 2050, Regional Growth Strategy.

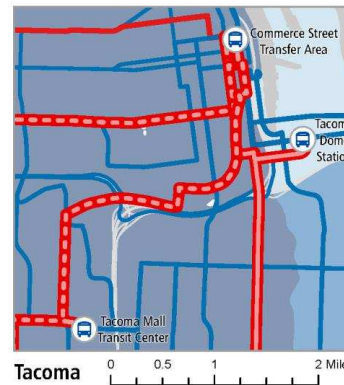
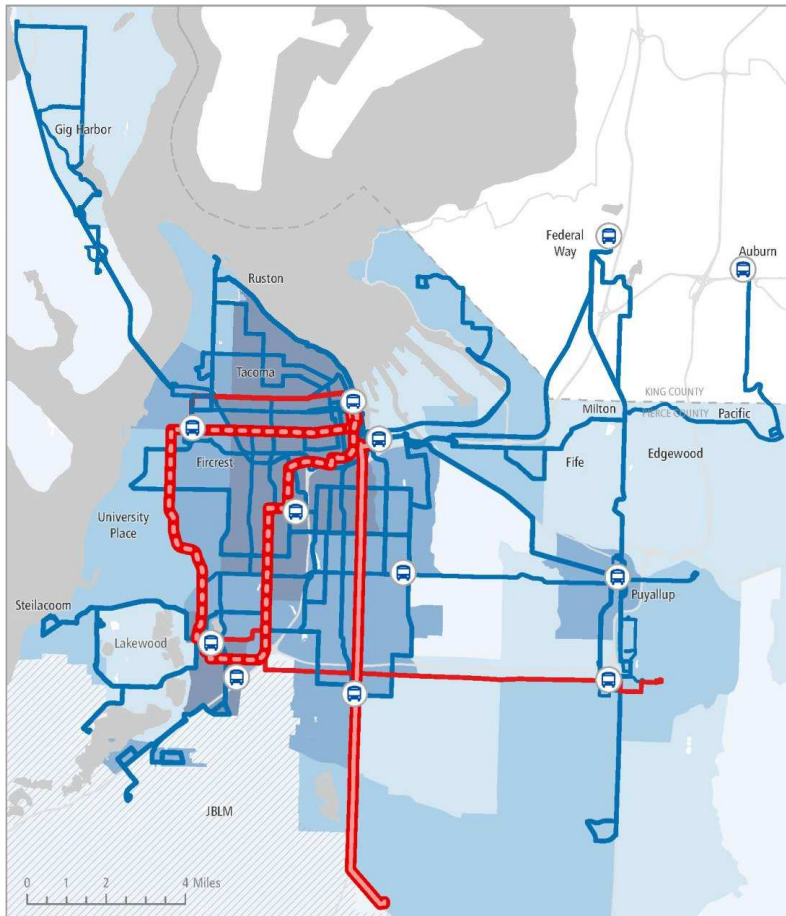
In 2019 the 4-county Puget Sound Region grew by 68,470 over the previous year. That's an increase of 188 new residents per day!

The PSRC modeled two new fixed route scenarios and total daily boardings increased from 28,700 in 2019 to 83,100 and 85,700 in 2040.



PIERCE TRANSIT ROUTES AND FREQUENCIES

735,000 Annual Service Hours



Peak Frequency

- 10 - 15 minutes
- 16 - 30 minutes
- BRT
- Proposed BRT

2040 Population & Employment Density (Residents + Jobs) / Square Mile

- 2,000 or Fewer
- ≤ 4,000
- ≤ 6,000
- ≤ 8,000
- More than 8,000



Lakewood



Puyallup-South Hill

What we've heard so far...

- 210 future-focused comments received (text based)
- 60 commented on current conditions and short-term improvements

Open for comments from **12 Nov 2019** to **31 May 2020** [Change](#)

Stakeholder Engagement Summary



6370

Total Visits

2428

Unique Users

1:07

Avg Time (min)

126

Unique Stakeholders

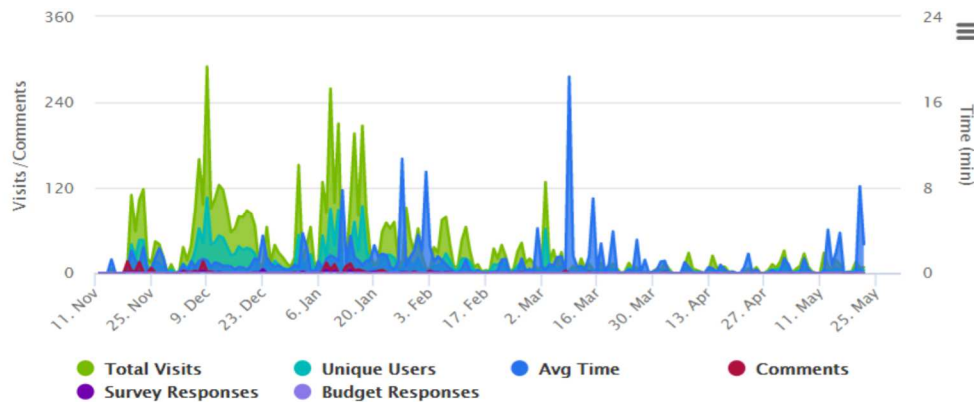
164

Comments

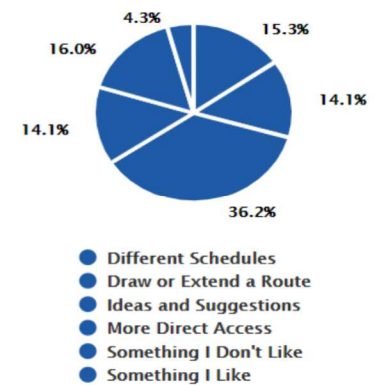
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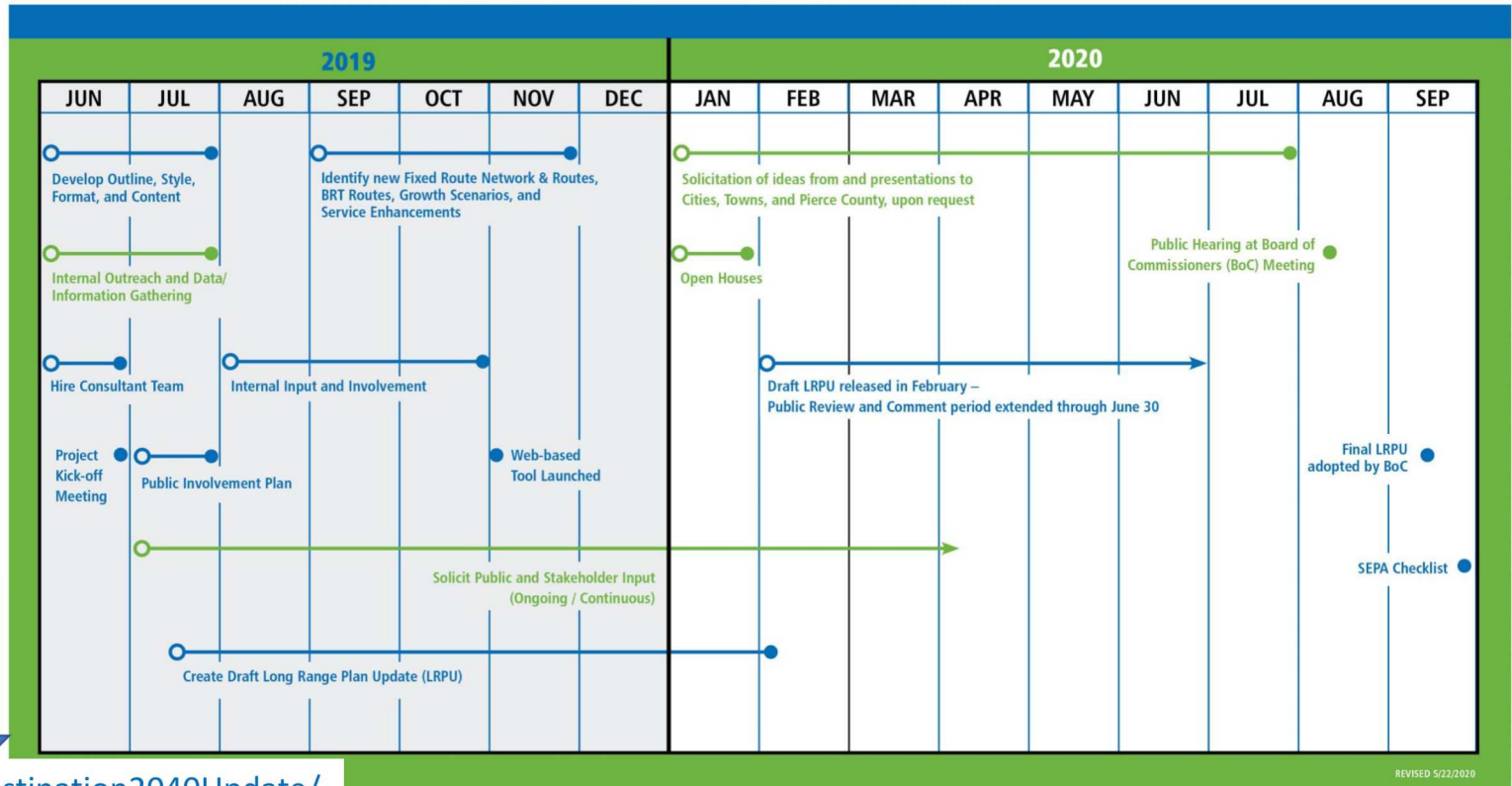
Survey Responses

Stakeholder Engagement by Day



Comment Types





The draft LRPU and nine Appendices are available online for public review and comment – now extended through June 30th.

PierceTransit.org/Destination2040Update/



AGENDA BILL APPROVAL FORM

Agenda Subject:

Lea Hill Road Corridor Study (Gaub)(20 Minutes)

Department:

Public Works

Attachments:

[Presentation](#)

Date:

June 3, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

The purpose of this discussion is to provide a briefing to the Council and Public on the Lea Hill Road Corridor Study that was initiated in the fall of 2018 to develop a long-range corridor plan to improve the mobility, capacity, and safety along this critical east-west arterial. The Lea Hill Road Corridor, between Harvey Road/M Street NE and 124th Avenue SE, provides connections to downtown Auburn, the Lea Hill neighborhood, Green River College, Auburn Golf Course, and State Route 18. As the Lea Hill area continues to grow and develop, this corridor will carry even more traffic, creating increased congestion and introduce potential safety concerns, beyond those that are already apparent today. The Lea Hill Road Corridor Study identified potential safety, capacity, and operational improvements along the corridor, and developed a conceptual corridor design and implementation strategy that will direct current and future Lea Hill Corridor investments, as funding for each of the identified concepts becomes available.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: June 8, 2020

Item Number:

ENGINEERING SERVICES

LEA HILL ROAD CORRIDOR STUDY

**RYAN VONDRAK
CITY COUNCIL STUDY SESSION
JUNE 8, 2020**

Public Works Department

Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN
VALUES

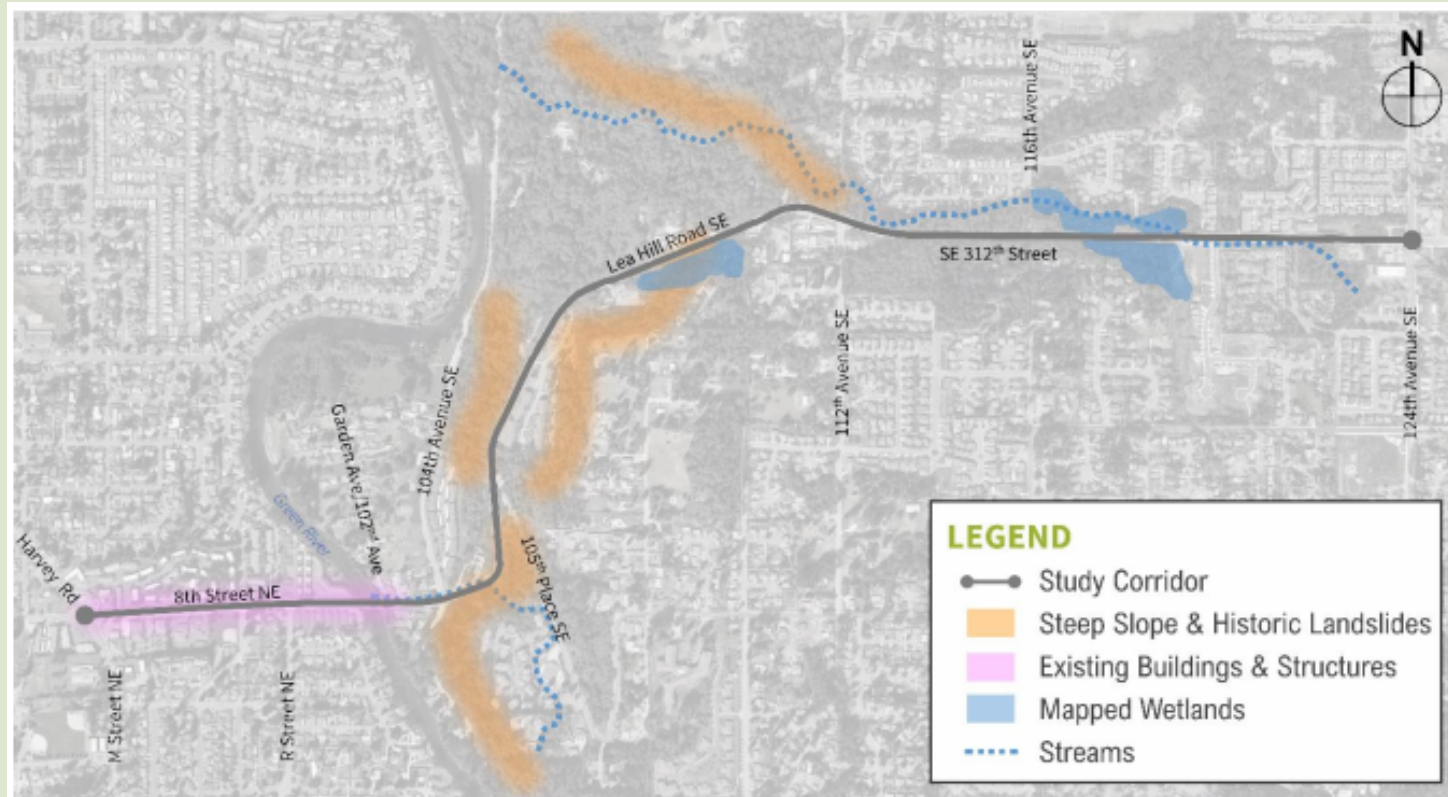
S E R V I C E
E N V I R O N M E N T
E C O N O M Y
C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
C E L E B R A T I O N

PROJECT BACKGROUND

-
- The map displays the study area in Auburn, Alaska, with the Green River flowing through it. A red line marks the study limits, starting from the river near 105th Pl SE, crossing 8th St NE, and extending east along SE 312th St. Key locations include Auburn Municipal Airport, Meyer, Green River College, and Lea Hill. Major roads like SE 304th St, SE 307th Pl, SE 312th St, and Auburn-Echo Lake Cutoff Rd are labeled.

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

CORRIDOR CHALLENGES



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

STUDY OBJECTIVES

- Accommodates projected traffic growth
- Meets the City's mobility goals
- Enhances safety for all roadway users
- Increases access for pedestrians, cyclists, and transit riders

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

PUBLIC INVOLVEMENT

- **Transportation Advisory Board (TAB) Meetings**
- **Key Stakeholder Coordination:**
 - ❖ **KC Metro**
 - ❖ **Green River College**
 - ❖ **Auburn Police**
 - ❖ **Valley Regional Fire Authority**
 - ❖ **Auburn School District**
- **Project Webpage**
- **Public Open House (In-person and virtual)**

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

EXISTING PEDESTRIAN AND TRANSIT FACILITIES

- Lack of sidewalks or dedicated walking paths
- No bike facilities
- No refuge areas for transit



Westbound direction
approaching 105th PI SE

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

EXISTING PEDESTRIAN AND TRANSIT FACILITIES



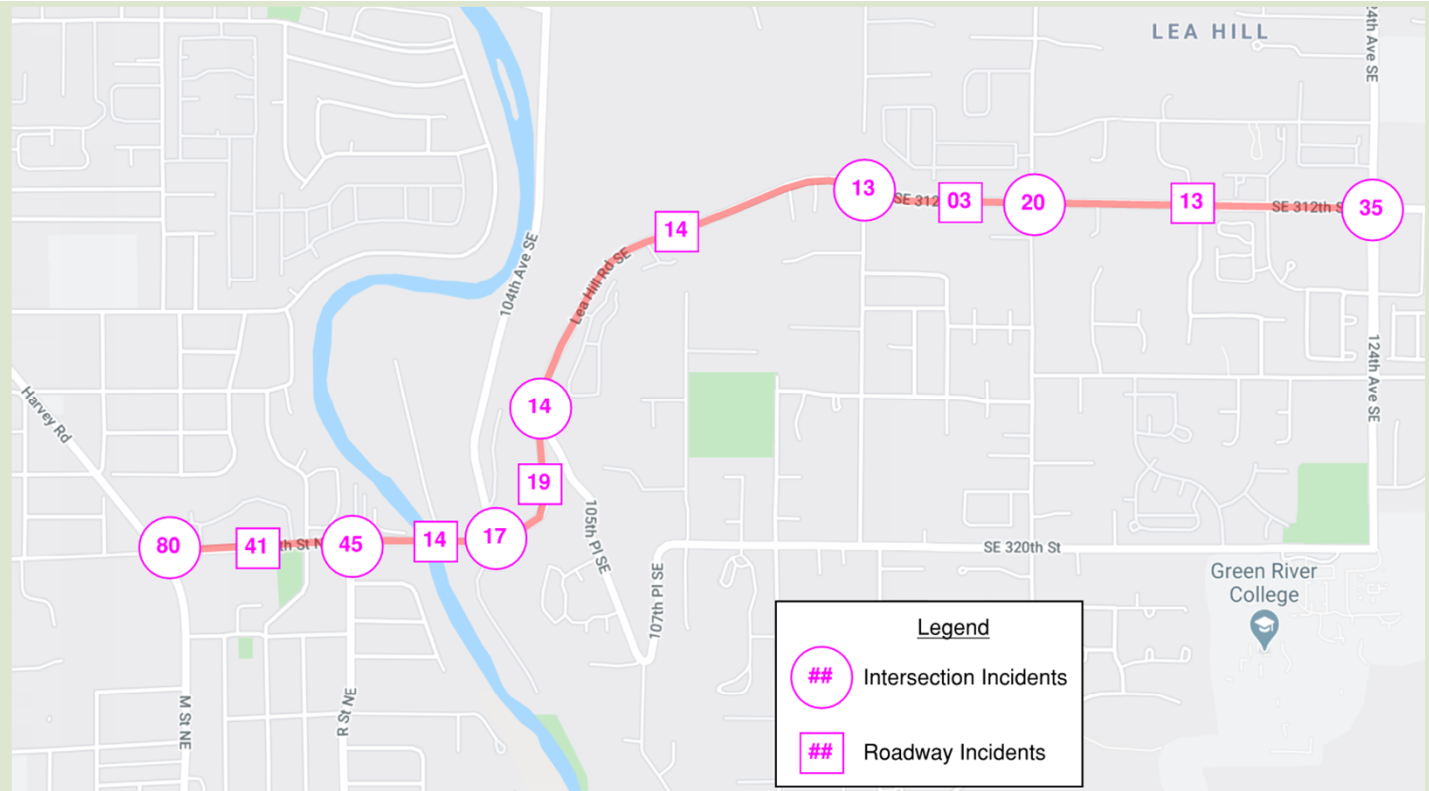
Eastbound direction
approaching 107th PI SE

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

CRASH INFORMATION

From 2014-2018:

- 328 total incidents



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

INTERSECTION LEVEL OF SERVICE (LOS)

LOS A – Free Flow,
no congestion



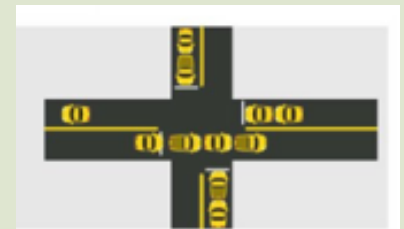
LOS B – Free Flow,
little congestion



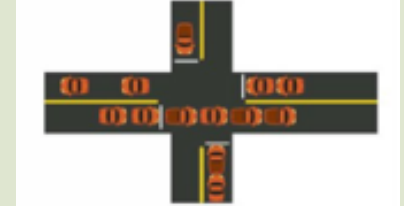
LOS C – Free Flow,
moderate congestion



LOS D –
Approaching unstable



LOS E – Unstable,
congested



LOS F – Gridlock



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

INTERSECTION OPERATIONS – EXISTING AND FUTURE

Intersection	Level of Service (LOS)	
	Existing (2018)	Horizon Year (2040)
8 th Street NE & Harvey Road/M Street NE	D	D
8 th Street NE & Pike Street NE	C	F
8th Street NE & R Street NE	B	C
Lea Hill Road SE & 104th Avenue SE	B	C
Lea Hill Road SE & 105th Place SE	A	D
Lea Hill Road SE & 112th Avenue SE	C	F
SE 312th Street & 116th Avenue SE	C	F
SE 312th Street & 124th Avenue SE	C	D

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

INTERSECTION OPERATIONS



Westbound direction
approaching 112th Ave SE

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

PERFORMANCE METRICS

1 Corridor Safety

Minimize the number of conflict points and predicted crashes

2 Intersection Operations

Minimize delay and congestion at key intersections

3 Corridor Operations

Minimize travel times and maximize vehicle throughput

4 Lea Hill Neighborhood Connectivity

Increase street connectivity and route options in the neighborhood

5 Pedestrian Mobility & Transit Access

Improve the walking environment and access to bus stops

6 Bicycle Mobility

Improve access and safety for cyclists on the corridor

7 Environmental Risks

Limit impacts to steep slopes, streams, wetlands, and other environmental hazards and cultural resources

8 Right-of-way Impacts

Minimize property acquisition and the number of relocations

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

CORRIDOR RECOMMENDATIONS

- Expand Sidewalks on bridge
- Roundabout at 104th Avenue SE
- Garden Avenue Connection to 104th Avenue SE



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

CORRIDOR RECOMMENDATIONS

- Shared-Use path
- Bike Lane
- Limited access at 105th Place SE
- Pedestrian activated crosswalks



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

CORRIDOR RECOMMENDATIONS

- Shared-Use path
- Bike Lane
- Roundabout at 112th Avenue SE



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

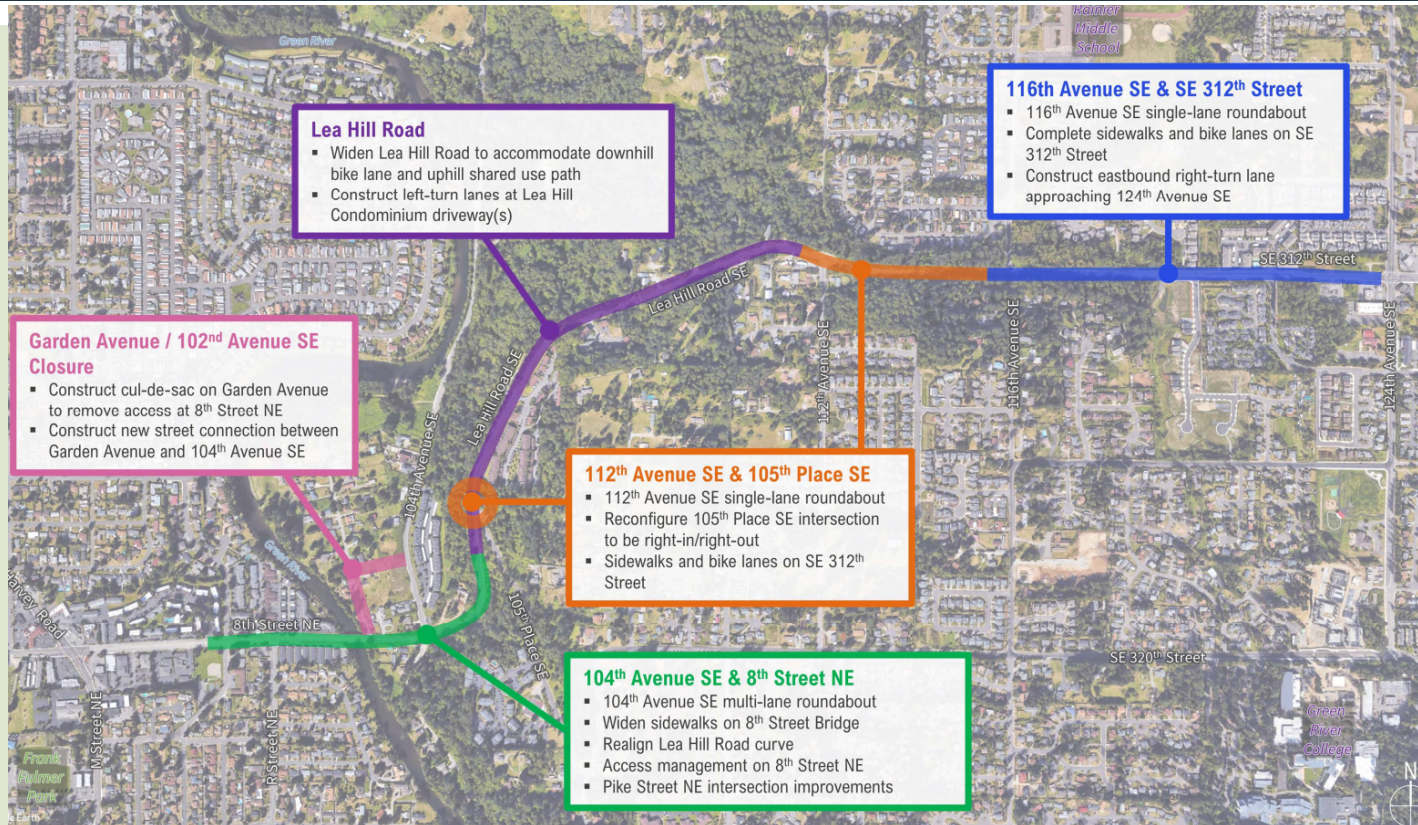
CORRIDOR RECOMMENDATIONS

- Sidewalks
- Bike Lane
- Roundabout at 116th Avenue SE



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IMPLEMENTATION



SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

NEXT STEPS

■ Grant opportunities

Project	Estimated Cost (2019\$)	Funding	Next Steps
Garden Street/102nd Avenue SE Closure****	\$620,000	Fully Funded	Property Acquisition 2020 Design 2021 Construction 2022
104th Avenue SE & 8th St NE	\$3,980,000	Not Yet Secured	To be added to Comprehensive Plan
Lea Hill Road Widening	\$9,470,000	Not Yet Secured	To be added to Comprehensive Plan
112th Avenue SE & 105th Place SE****	\$5,090,000	Not Yet Secured	Design 2024 Construction 2026
116th Avenue SE & SE 312th Street	\$5,610,000	Not Yet Secured	To be added to Comprehensive Plan
Total \$24,770,000			
****Included in proposed 2021-2026 Transportation Improvement Program			

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION

QUESTIONS

SERVICE • ENVIRONMENT • ECONOMY • CHARACTER • SUSTAINABILITY • WELLNESS • CELEBRATION



AGENDA BILL APPROVAL FORM

Agenda Subject:

Americans with Disabilities Act (ADA) Transition Plan and Resolution No. 5514 to adopt ADA policies (Gaub)(20 Minutes)

Date:

May 21, 2020

Department:

Public Works

Attachments:

[ADA Transition Plan Presentation Slides](#)

[Resolution No. 5514](#)

[Exhibit A](#)

[2020 Draft ADA Transition Plan](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

The Americans With Disabilities Act (ADA) requires that all public facilities are readily accessible and usable by persons with disabilities and requires public agencies to prepare a plan for pursuing ADA compliance. The Public Works Department has prepared an ADA Transition Plan for facilities in the public right-of-way. The draft plan was posted for public comment and discussed with City Council in November 2019.

At this study session, staff will present an overview of the ADA Transition Plan and new policies proposed to be included in the plan that require adoption by City Council.

The plan documents policies, standards, and general processes that support reaching full compliance with ADA requirements for facilities in the public right-of-way. The Plan includes the following elements that will be presented and discussed:

- Overview and Background
- Self-Evaluation
- Policies and Procedures

New policies proposed to be included in the ADA Transition Plan will be brought to City Council on 6/15/2020 for adoption via Resolution No. 5514. Subsequently, the ADA Transition Plan will be published and then updated periodically by staff.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: June 8, 2020

Item Number:

DRAFT ADA TRANSITION PLAN FOR FACILITIES IN THE PUBLIC RIGHT-OF-WAY

CECILE MALIK
CITY COUNCIL STUDY SESSION
JUNE 8, 2020

Public Works Department

Engineering Services • Airport Management • Maintenance & Operations

AUBURN
VALUES

S E R V I C E

E N V I R O N M E N T

E C O N O M Y

C H A R A C T E R

S U S T A I N A B I L I T Y

W E L L N E S S

C E L E B R A T I O N

ADA TRANSITION PLAN FOR FACILITIES IN THE PUBLIC RIGHT-OF-WAY

Elements:

- Overview and background
- Self Evaluation
- Policies and Procedures



AMERICANS WITH DISABILITIES (ADA) TRANSITION PLAN FOR FACILITIES IN THE PUBLIC RIGHT-OF-WAY

DRAFT

October 1, 2019

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001-4998

Public Outreach

- Available for public comments from 10.11.19 to 12.31.19
- Information published in newspaper for 2 weeks
- Information sent to identified groups
- Presented to Transportation Advisory Committee in October 2019
- Presented to City Council in November 2019

OVERVIEW & BACKGROUND

- The City of Auburn is committed to creating and maintaining infrastructure that provides accessibility to programs, services and activities to all.
- 2017 US Census data: 11.2 % of Auburn Residents have a disability
- Goals of this plan:
 - Evaluation of assets
 - Documentation and Development of policies
 - Plan for ADA compliance.

ADA LEGAL BACKGROUND

Americans with Disabilities Act (ADA) 1990

Prohibits discrimination in employment, state and local government, public accommodations, transportation and telecommunications.

Title II of the ADA

Addresses nondiscrimination in all programs, activities and services of public entities to include state and local government.

SELF-EVALUATION

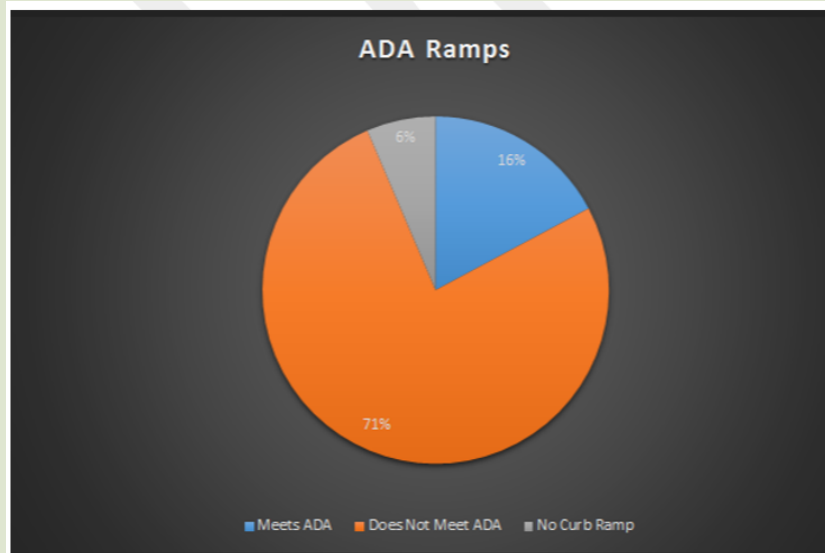
Level of ADA compliance for:

- **Curb Ramps**
- **Signalized and Enhanced Pedestrian Crossings**
- **Sidewalks**

This section will be updated annually to document the progress towards full compliance.

SELF-EVALUATION – CURB RAMPS

- Inventory in 2016:



- 633 (16%) curb ramps meet current ADA requirements
- 2505 (71%) curb ramps do not meet current ADA requirements on one or more criteria
- 207 (6%) intersections and/or crosswalks do not have curb ramps



SELF-EVALUATION – PED CROSSINGS

- Criteria: signal head, buttons (location and function)
- 84 traffic signals
- 6 pedestrian only signals
- 10 enhanced crossings



SELF-EVALUATION- SIDEWALKS

- Criteria: slope, width, encroachments
- Inventory needed



EXISTING POLICIES

- **Comprehensive Plan**

- Policy to ensure that the transportation system meets the requirements of the ADA, which sets the foundation for the ADA transition plan.

- **City Code & Engineering Standards**

- Includes key ADA related policies and standards that were established in consultation with City Council.
 - Half Street requirements
 - Criteria for what work triggers curb ramp and traffic signal push button installation or upgrades

NEW POLICIES

- **New Policies in the Transition Plan:**
 - **Exemption of minor pavement maintenance activities**
 - **Roadway and utility work do not trigger construction of new sidewalks where there are currently none**
 - **Criteria for when pedestrian signal pushbutton installations and upgrades are triggered (function and location)**

THE PLAN

- **How is the City transitioning to full ADA compliance?**
 - **Capital Improvement Projects**
 - **Private Development Projects**
 - **Franchise and 3rd Party work in ROW**
 - **Interim Accommodations**
 - **Project Development and Prioritization**

NEXT STEPS

- **June 15, 2020**
 - Resolution 5514 for Council Adoption

- **Annually:**
 - Compile new data
 - Review new public comments
 - Revise / update plan administratively

- **Periodically**
 - Update policies with Council Action

QUESTIONS?



RESOLUTION NO. 5514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, TO ADOPT NEW POLICIES TO MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, TITLE II, ADDRESSING THE FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY.

WHEREAS, in 42 U.S.C. §12134 and 28 C.F.R. §§35.150 and 35.151, the Americans with Disabilities Act (ADA) requires cities to meet certain standards in public facility construction and alteration;

WHEREAS, the ADA requires public agencies with over 50 employees to prepare an ADA Transition Plan identifying the agency facilities, programs and services that do not meet ADA requirements and adopting a plan to conform with the ADA;

WHEREAS, ADA compliance includes the adoption of standards and policies that support the progression towards ADA compliance;

WHEREAS, the City has prepared a draft ADA Transition Plan for Facilities Within the Public Right-of-Way based on previously adopted policies and standards and proposed new policies that have not been previously adopted;

WHEREAS, the City's proposed adoption of these new policies is set forth in the attached Exhibit A to this resolution;

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

Section 1. The Council adopts the ADA policies for facilities in the public right-of-way attached as Exhibit A to this resolution.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Doug Ruth, Assistant City Attorney

EXHIBIT A
Resolution No. 5514
ADA Policies for facilities in the public right-of-way

These policies focus exclusively on the public right-of-way within the City of Auburn.

Pavement Maintenance Policy

The City adopts the policy established in Chapter 1510.05(2) of the WSDOT Design Manual that establishes which types of pavement maintenance activities trigger ADA improvements as part of the project. Per this policy, the following pavement maintenance activities do not trigger ADA improvements:

- Crack sealing
- Slurry seal
- Spot pavement repairs (pothole repair)
- Lane re-striping (does not alter shoulder usability)

All other pavement maintenance and replacement, including patching and grind/overlaying may require upgrade and/or installation of pedestrian ADA facilities subject to the criteria established in the City of Auburn Engineering Design Standards and in this Plan.

Sidewalks and Roadway Projects Policy

The City adopts a policy that roadway and utility work on existing roadways without sidewalks do not trigger the requirement to construct new sidewalks where they don't already exist. This policy does not preclude projects that include roadway or utility work from triggering the requirement for new sidewalks construction via other mechanisms, an example being Half-Street Improvements that include sidewalk construction that are triggered by certain development activity as defined in Chapter 12.64A of the ACC.

Existing Traffic Signals and Enhanced Crossings Policy

The City adopts a policy for existing signalized and enhanced pedestrian crossings as follows:

- If no curb ramp or electrical work is being performed at a signalized intersection or enhanced crossing location, no work is required for the signal or enhanced crossing pushbuttons as part of the project.
- If a project modifies or expands any portion of the electrical systems of a signalized intersection or enhanced crossing, it must also make all pedestrian pushbutton functions (but not locations) and pedestrian signal heads (as applicable) accessible.
- If a project constructs, modifies, removes/replaces any portion of any curb ramp at a signalized intersection or enhanced crossing, the project must make the pedestrian pushbutton location accessible for that ramp and make the pedestrian pushbutton function accessible for the entire signal or enhanced crossing.



AMERICANS WITH DISABILITIES (ADA) TRANSITION PLAN FOR FACILITIES IN THE PUBLIC RIGHT-OF-WAY

June --, 2020

City of Auburn
Public Works Department
25 West Main Street
Auburn, WA 98001-4998

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Part 1: Overview and Background

Overview and Purpose

An accessible community enables all people, inclusive of those with disabilities to reach their destinations in the community, gain access to goods, services, and social activities that are needed on a daily basis to improve quality of life.

The City of Auburn is committed to creating and maintaining infrastructure that provides accessibility to programs, services and activities as part of the ADA Title II requirement. Based on 2017 U.S. Census data, approximately 11.2 % of Auburn residents have a disability (U.S. Census Bureau American FactFinder, 2017). Developing a Transition Plan for the public right-of-way is a considerable undertaking and requires dedicated staff, development of policies, detailed evaluation of assets, and an actionable plan to facilitate meeting the goal of a barrier free pedestrian facilities to comply with Title II.

American with Disabilities Act (ADA)

Section 504 of the Rehabilitation Act of 1973 made it illegal for any entity receiving federal financial assistance to discriminate on the basis of disability. Section 504 obligates both state and local governments to ensure equal access to programs, services or activities that are federally funded.

The Americans with Disabilities Act (ADA) was signed by President George W. Bush in January 1990 and prohibits discrimination against individuals with disabilities. The ADA defined disability as a physical or mental impairment that substantially limits one or more major life activities of an individual, a record of an impairment or being regarded as having an impairment (ADA.gov, 2016).

The Act prohibits discrimination in employment, state and local government, public accommodations, transportation and telecommunications. The ADA was assembled upon the groundwork of Section 504 but goes further to require state and local government not receiving federal funding to also meet accessibility standards. The ADA has five titles. Title II of the Act specifically addresses nondiscrimination in all programs, activities and services of public entities to include state and local government (ADA National Network, 2016).

ADA went into effect on January 26, 1992. ADA requires that all facilities constructed after this date are readily accessible and usable by persons with disabilities. Facilities built before this date are referred to as “pre-ADA” facilities. Alteration of pre-ADA facilities generally requires the facilities to be updated to meet ADA requirements. Details of what types of activities and work on facilities in the public right-of-way are considered alterations and therefore trigger the requirement to upgrade the facilities to meet ADA requirements are included in this ADA transition plan.

ADA Transition Plan

Title II requires public agencies with over 50 employees to prepare an ADA Transition Plan. The ultimate goal of the Transition Plan is to identify facilities, programs and services that do not meet Title II of ADA and develop a plan to conform with ADA. The ADA Transition Plan consists of a self-evaluation effort which identifies agency facilities, programs or activities that limit the accessibility to individuals with disabilities. Accessibility means facilities, programs and services that are usable by individuals with disabilities. Once self-evaluation is underway, the Transition Plan can be developed and updated to include detailed methods to remove identified barriers to access and provide a target schedule for taking the necessary steps to comply with Title II. A typical ADA Transition Plan includes the designation of an ADA coordinator; information about public notice; a grievance procedure; development of internal design standards and specifications; development of the plan with a schedule and budget; and finally, a step to monitor the process outlined in the plan.

City of Auburn Transition Plan Approach

This specific Transition Plan exclusively addresses facilities within the public right of way (ROW) of the City of Auburn and is a portion of the City's overall Transition Plan. A plan to address all City facilities, programs, and services outside of the public right-of-way will be completed separately.

The City of Auburn's ADA Transition Plan for facilities within the public right-of-way includes the following elements:

- Overview and background
- Self-Evaluation
- Policies and Procedures

The ADA Transition Plan will be updated periodically to reflect regulatory and policy changes. Updates to the Self Evaluation will be provided through an annual publication of updated transition plan metrics or statistics.

Opportunity for Public Notice & Involvement

The ADA Transition Plan was originally developed with input from a variety of different sources. The public comment period for the original plan development was from October 1, 2019 to December 31, 2019. During this time, the City posted a draft version of the initial plan on the City's website for review and comment: www.auburnwa.gov/ADAtransition

A request for public comments was advertised for two weeks in the Seattle Times (the City's newspaper of record). The City presented and discussed the draft plan to the City's Transportation Advisory Board (TAB), which is a citizen advisory board comprised of members representing various interests. The draft plan was also presented and discussed with the City Council during a Council study session on November 25, 2019, before the end of the public

comment period. The policies were discussed with the Council on [insert date] and a resolution adopting these policies was passed on [insert date].

Additionally, the City has reached out to the following community groups for input and suggestions.

Groups and Organizations
Disabled American Veterans
Auburn Senior Center
Auburn Transportation Advisory Board
Hearing Loss Association of Washington (Renton Chapter)
Auburn Area Chamber of Commerce
Auburn School District
Auburn Youth Resources
Orion Industries
Lighthouse for the Blind
DeafBlind Service Center

During the comment period ending on December 31, 2019, no public comments were received.

The City will continue to accept comments regarding ADA issues and the City's ADA Transition Plan after the public comment period for the initial plan. These comments may be made through the City's webpage or through direct communications with City staff. Periodic updates to the plan would reflect any changes resulting from the additional and on-going public comments.

Part :2 Self-Evaluation

The City's self-evaluation focuses on the following facilities to gauge overall ADA compliance in the public right-of-way:

- Curb Ramps
- Signalized and Enhanced Pedestrian Crossings
- Sidewalks (including driveways)

Other facilities such as railroad crossings and parking areas are also observed and evaluated but are not specifically inventoried.

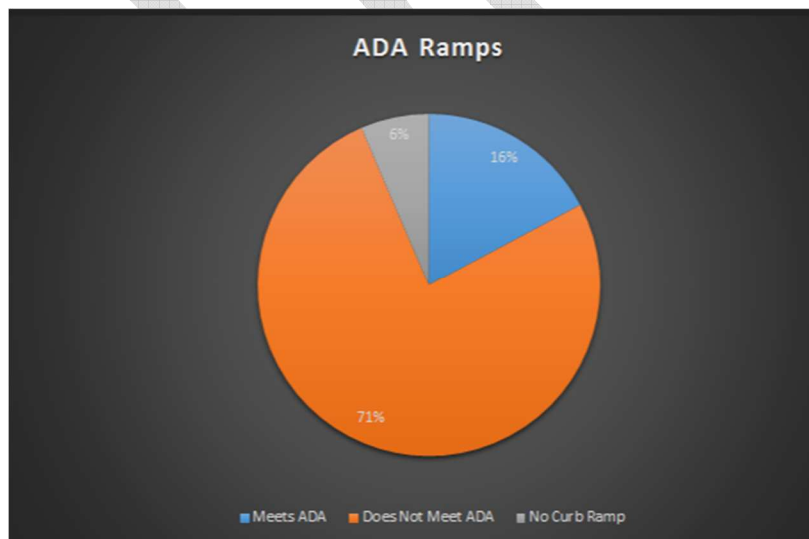
Geographic Information System (GIS) is utilized to spatially track and analyze the findings gathered from the City wide self-evaluation.

Curb Ramps

The following key indicators are utilized to determine if a curb ramp is ADA compliant:

- Ramp Slope
- Landing
- Detectable Surface
- Counter Slope
- Orientation

In 2016, the City compiled an inventory of its existing curb ramps using field surveys and GIS. The inventory collected data needed to determine whether or not an existing curb ramp was ADA compliant. The inventory also identified locations where missing curb ramps created an accessibility obstruction. The inventory revealed the following key statistics that will be compared to future years as a metric of progression towards full ADA compliance:



- 633 (16%) curb ramps meet current ADA requirements
- 2505 (71%) curb ramps do not meet current ADA requirements on one or more criteria
- 207 (6%) intersections and/or crosswalks do not have curb ramps

Signalized and Enhanced Pedestrian Crossings

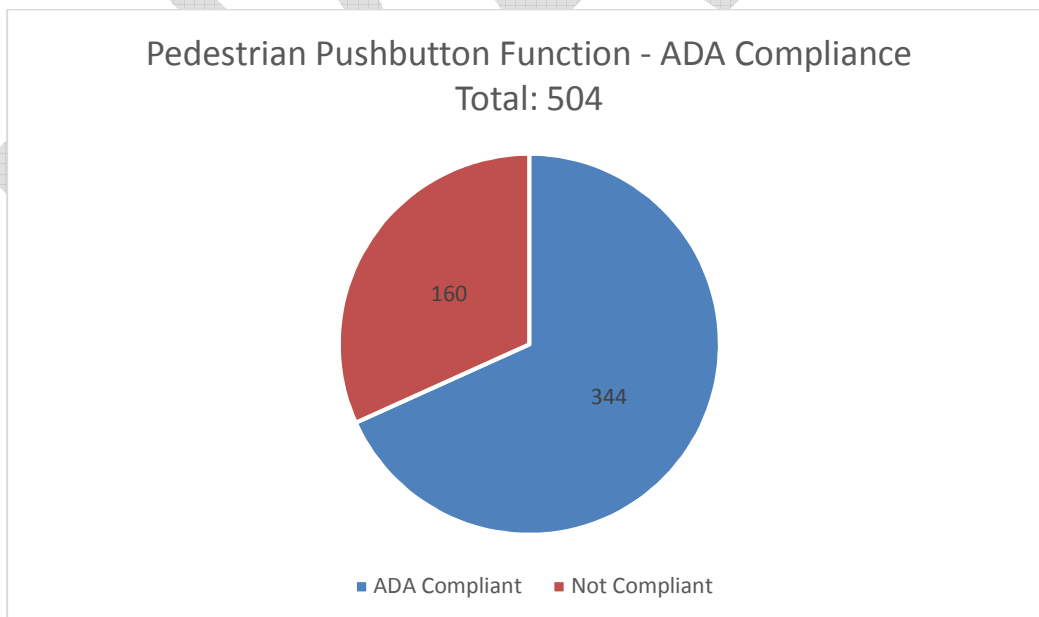
The three types of signalized and enhanced pedestrian crossings owned and maintained by the City are listed below, along with the number of each type within the City's responsibility:

- Full traffic signal with pedestrian facilities incorporated: 84
- Pedestrian only traffic signals: 6
- Mid-block crosswalks and crosswalks at un-controlled intersections with enhanced treatment (Rapid Rectangular Flashing Beacon – RRFB, or other treatment): 10

The City's signalized and enhanced pedestrian facilities are included in its asset management system, which allows the City to track the following key indicators utilized to determine if a signal or enhanced crossing is ADA compliant:

- Pedestrian Signal Head (not applicable to RRFB crossings)
- Pedestrian Push Button Function
- Pedestrian Push Button Location
- Crossing Time (Tracked with our Signal System)

The City conducted a field survey of all pushbutton locations and reach distances, and will keep the inventory up-to-date within the asset management system. The survey showed that at our signalized intersections, 344 of the 504 pedestrian pushbuttons are functionally ADA compliant. For a pushbutton to qualify as functionally ADA compliant, it must have a tactile arrow, have a brail sign, talk or beep, and vibrate.



Sidewalks

The information currently within the City's GIS system does not include data required to determine if sidewalks are ADA compliant. Field observations and surveys are performed on a site by site basis as needed to determine details related to ADA compliance. These details include:

- Condition
- Running Slope
- Cross Slope
- Width
- Encroachments or Obstructions

Significant resources, beyond those currently available to the City, would be needed to develop and maintain a Citywide inventory that includes the details listed above. However, City staff is currently evaluating how the City's GIS sidewalk information can be expanded to allow all, or some, of the ADA related data to be entered and managed as it is collected for specific sites.

Part 3: ADA Policy

Comprehensive Plan

The Comprehensive Transportation Plan (Comp Plan) is the framework for transportation planning in Auburn. It functions as the overarching guide for changes to the transportation system. The Plan evaluates the existing system and the deficiencies where improvements are needed. These findings are then incorporated into a needs assessment, which guides the future of the transportation system. Chapter 5 of the Comp Plan establishes transportation objectives and associated policies. It establishes “Complete Streets” as an objective: Ensure Auburn’s transportation system is designed to enable comprehensive, integrated, safe access for users of all ages and abilities including pedestrians, bicyclists, motorists, transit riders and operators, and truck operators. The Comp Plan states the following policy associated with the objective: Ensure the transportation system meets the requirements outlined in the Americans with Disabilities Act. This policy sets the foundation for implementing the ADA Transition Plan in the City.

City Code & Engineering Standards

Auburn City Code (ACC) Section 12.04.020 requires that all public work undertaken by the City and all work within City public rights-of-way conform to the City’s Engineering Design and Construction Standards (Engineering Standards). ACC Section 12.04.010 establishes the City Engineer as the authority to approve, supplement and amend the Engineering Standards in consultation with the City Council on policy issues and for issues with broad citywide implications.

Engineering Standards include ADA related policy, requirements, and specific standards for facilities within the City rights-of-way. The Engineering Standards are generally based on the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG DRAFT 2011) and also reference and adopt applicable portions of the current Manual on Uniform Traffic Control Devices (MUTCD), WSDOT Design Manual, and WSDOT Standard Plans.

The Engineering Standards include the following key ADA related policies that have been established in consultation with the City Council:

- Establishment that: “All streets shall be designed and constructed to comply with Federal Americans with Disabilities Act (ADA) laws”
- Criteria for utility trenching and roadway restoration work that triggers ADA upgrades and improvements to curbs without ramps, existing curb ramps, and traffic signal pedestrian push buttons

The Engineering Standards include and address the following specific design requirements related to ADA compliance:

- Sidewalk, driveway, curb ramp design criteria
- Crosswalk design requirements

- Pedestrian signal design requirements
- Construction work zone requirements

Development Half-Street Policy

Requiring developers to participate in the replacement and expansion of facilities in the public rights-of-way supports the City's overall ADA Transition Plan. ACC Section 12.64A establishes the types of development activity that require the developer to construct public improvements. The extents of the required public improvements consist of motorized and non-motorized facilities along the development frontage and are referred to as "Half-Street Improvements." Half-Street Improvements typically include the construction of new ADA compliant sidewalks, ramps, and driveways and replacing any existing facilities along the frontage that are not ADA compliant.

Pavement Maintenance Policy (Adopted via Resolution XXXX in 2020)

With the development of this ADA Transition Plan, the City adopted the policy established in Chapter 1510.05(2) of the WSDOT Design Manual that establishes which types of pavement maintenance activities trigger ADA improvements as part of the project. Per this policy, the following pavement maintenance activities do not trigger ADA improvements:

- Crack sealing
- Slurry seal
- Spot pavement repairs (pothole repair)
- Lane re-striping (does not alter shoulder usability)

All other pavement maintenance and replacement, including patching and grind/overlaying may require upgrade and/or installation of pedestrian ADA facilities subject to the criteria established in the City of Auburn Engineering Design Standards and in this Plan.

Sidewalks and Roadway Projects Policy (Adopted via Resolution XXXX in 2020)

With the development of this ADA Transition Plan, the City adopted a policy that roadway and utility work on existing roadways without sidewalks do not trigger the requirement to construct new sidewalks where they don't already exist. This policy does not preclude projects that include roadway or utility work from triggering the requirement for new sidewalks construction via other mechanisms, an example being Half-Street Improvements that include sidewalk construction that are triggered by certain development activity as defined in Chapter 12.64A of the ACC.

Existing Traffic Signals and Enhanced Crossings Policy (Adopted via Resolution XXXX in 2020)

With the development of this ADA Transition Plan, the City adopted policy for existing signalized and enhanced pedestrian crossings as follows:

- If no curb ramp or electrical work is being performed at a signalized intersection or enhanced crossing location, no work is required for the signal or enhanced crossing pushbuttons as part of the project.
- If a project modifies or expands any portion of the electrical systems of a signalized intersection or enhanced crossing, it must also make all pedestrian pushbutton functions (but not locations) and pedestrian signal heads (as applicable) accessible.
- If a project constructs, modifies, removes/replaces any portion of any curb ramp at a signalized intersection or enhanced crossing, the project must make the pedestrian pushbutton location accessible for that ramp and make the pedestrian pushbutton function accessible for the entire signal or enhanced crossing.

Part 4: Procedures

Project Development and Execution

The City of Auburn is improving access to pedestrian facilities by implementing ADA requirements related to capital projects, private development projects, and third party utility projects that impact the public ROW. The City of Auburn uses its adopted Engineering Design and Construction Standard Manuals, the MUTCD, WSDOT Design Manual and WSDOT Standard Plans to ensure all new construction and alterations are designed and constructed to meet current ADA requirements. An alteration typically means a change to a facility within the public ROW that affects or could affect access.

All ADA requirements must be applied to the maximum extent feasible. This means efforts should be made to comply with ADA as is reasonably possible. The Code of Federal Regulations (CFR) recognizes there are times where it is virtually impossible to comply fully with the standards. These situations are documented with a Maximum Extents Feasible (MEF) memo that explains the constraints and why it is not feasible to achieve full compliance. The MEF documentation is typically prepared using WSDOT's standard form.

Below are the types of projects that are required to comply with the ADA:

1. Capital Improvement Projects:
 - a. Street preservation (grind and overlay, patching, etc.)
 - b. Street reconstruction
 - c. Intersection improvement projects
 - d. Sidewalk improvement projects
 - e. Utility repair, replacement, and improvement projects.
2. Private Development Projects:
 - a. Half street improvements including sidewalks, curb ramps and street improvements per Auburn City Code 12.64A
 - b. Plat developments that require construction of street and compliant sidewalk infrastructure
3. Franchise Utility and other 3rd Party Work in the ROW:

- a. Installation of new utilities that impact the pedestrian corridor
- b. Repair and/or replacement of existing utilities that impact the pedestrian corridor
- c. Relocation of utilities to accommodate other facilities in the ROW that impact the pedestrian corridor.

City inspection staff monitors installation of all improvements within City ROW to ensure ADA requirements are met. If ADA requirements are not met, the contractor or developer will be required to repair/replace infrastructure at their expense.

Interim Accommodations

The City of Auburn interim accommodations may be necessary in the public right-of-way. The City will work to accommodate specific requests as feasible.

Residential Disabled On-Street Parking

When applicable, a signed disabled parking space can be requested through the City of Auburn. The City will evaluate the request and make a determination for each situation. This process only intends to shorten the travel distance for residential access. This does not mean other access provisions such as installing or repairing curb ramps, driveways, or sidewalks will be completed at the same time as the designated ADA parking space.

The disabled on-street parking request requires the resident to fill out an application, provide their valid state disabled parking permit number, and justification as to why there is no viable accessible off-street parking. This parking designation is still subject to city codes and ordinances. The disabled parking space does not permit a vehicle to be parked in any street in the city for more than 72 hours consecutively and can be utilized by any user with a valid disabled parking permit. The resident is responsible for notifying the City when the space is no longer needed. The City, once notified, will remove the space and associated signage.

Citizen Requests

Reporting repairs or maintenance needed for ADA compliance is important and can be completed using www.auburnwa.gov/reporting or the **SeeClickFix** app. City Staff has the ability to respond to sidewalk and signal issues. If the issue is beyond the local capability to perform a complete repair, it will be addressed with a temporary fix if possible and/or prioritized for correction by a service or construction contract. In many cases, sidewalk issues can be temporarily addressed by grinding down a portion of the concrete panel or by adding asphalt to smooth the transition. Signal technicians are able to address pedestrian systems where they are installed.

Project Development and Prioritization

The City of Auburn encompasses nearly 30 square miles of land that has been developed over the last century under differing ADA requirements or, for much of the City, prior to ADA requirements being in place. It follows that the broad scope and cost to achieve the goals of the ADA Transition Plan are enormous and require a strategic approach. The City's approach towards planning, funding, and completing projects that help implement the ADA Transition Plan relies heavily on prioritization. As funding is made available to the City to complete capital projects to address ADA issues, projects are identified and selected based on the following prioritization schedule:

ADA Issue Type (listed from highest to lowest priority):

- 1) Obstruction - Damaged or lifted sidewalk with lip greater than ½-inch.
- 2) Obstruction - No curb ramp present at transition from raised sidewalk to roadway crossing.
- 3) Obstruction – Extreme cross slope (greater than 8%) of sidewalk or curb ramp
- 4) Obstruction – Sidewalk path encroachment that reduces the pathway below the minimum width allowed (street tree, hydrant, sign, power pole)
- 5) Non-compliant pedestrian signal head
- 6) Non-compliant pedestrian push-button function
- 7) Non-compliant push button location
- 8) Non-compliant curb ramp
- 9) Discontinuous pedestrian path between established pedestrian infrastructure
- 10) Non ADA compliant sidewalk: Cross slopes that are not an obstruction but are not compliant (greater than 2% and less than 8%), Damaged or lifted sidewalk with lip greater than 1/4 –inch but less than ½ inch.

Priority by Location (listed from highest to lowest priority):

- 1) Location for which a complaint has been received that path of use is obstructed due to ADA issues
- 2) Downtown Urban Center Zone
- 3) School walking routes
- 4) Walking routes to transit stops and facilities
- 5) Walking routes to parks, hospital/medical facilities, pharmacies, low-income services
- 6) Walking routes to commercial centers
- 7) Roadway corridors with high levels of pedestrian traffic
- 8) Roadway corridor with medium to low levels of pedestrian traffic

Current standards require the developer of residential neighborhoods and lots to construct sidewalks and curbs (and therefore curb ramps) as part of its project. Many residential neighborhoods in Auburn were constructed prior to this standard being in place and do not have sidewalks and curbs. Unless they fall into one of the categories listed above, utilizing City funds to construct sidewalks and curbs (with ramps) in these under developed residential neighborhoods is not a high priority. Instead, the City suggests neighborhoods without sidewalks that desire them pursue a Local Improvement District (LID) or other means to finance the

sidewalk projects. In all cases when a specific request or complaint is made for ADA accommodations in the public rights-of-way, in residential neighborhoods or otherwise, it is considered to be a high priority.

Funding

Most ADA improvements made in the City's public rights-of-way are associated with public and private projects that trigger the ADA requirement as part of some other activity or project. It follows that the majority of funding spent on ADA improvements is from public and private funds allocated for other activities or projects. These activities and projects include private and public utility work, paving and roadway work, construction and expansion of new building projects, and more.

Funding for projects that specifically address ADA needs within the public rights-of-way is typically from the City's Capital Improvement Fund (328). The Arterial Streets Fund (102) also typically includes funding allocated for ADA improvements on classified streets (arterials and collectors). Funding levels for these programs are set by the City Council as part of the City's Biennial Budget process. Additional funds are sometimes available from grant programs. The Community Development Grant Program (CDBG) administered by the Department of Housing and Urban Development (HUD) has provided funding to construct ADA improvements in low income areas throughout the City.

The City of Auburn has two programs with dedicated funding for annual pedestrian, sidewalk, and ADA improvements as part of the Six-Year Transportation Improvement Program (TIP) and Capital Facilities Plan (CFP). The Citywide ADA and Sidewalk Improvement Program funds citywide accessibility improvements including improving sidewalks, curb ramps, removing barriers, and completing gaps. The Citywide Pedestrian Accessibility and Safety Program is designed to address small pedestrian improvement projects at locations throughout the City based on pedestrian demands, existing deficiencies and citizen requests. These programs have been funded historically at approximately \$200,000 and \$100,000 per year respectively. Future program budgets are determined by the City Council Bi-annually.

Special Challenges

Besides limited funding, other issues make it challenging for the City to improve right-of-way facilities to meet ADA standards. These challenges include coordination with other agencies, the physical topography of the City, and pre-ADA development.

The City of Auburn is unique in that it spans across two counties and is bordered by several different agencies, each with its own jurisdiction over its public rights-of-way (Alcona, Pacific, Federal Way, Kent, King County, Pierce County). Three state routes pass through Auburn with interchanges, ramps, bridges, and intersections that fall under the jurisdiction of the Washington State Department of Transportation (WSDOT). Portions of Auburn are lands of the Muckleshoot Indian Tribe, which has sovereignty over most infrastructure within Trust lands. Additionally, Burlington Northern Santa Fe (BNSF) operates a large rail-yard and rail lines that run north-south through the City and east-west from the yard to the eastern City limits. Union Pacific Railway also operates a rail line that runs north-south through the City. Planning and

constructing improvements to address ADA needs within the City sometimes requires coordination, permitting, and separate funding from some or all of these entities which can present logistical challenges. It is also difficult to provide facilities at the connection, and sometimes, overlap locations due to differing standards, timing of available funding, and other constraints.

The City's unique topography presents challenges in transitioning to full ADA compliance. The City's land area consists of a valley area with the Green River, White River, and Mill Creek passing through it, the Lea Hill and Lakeland Hills areas along the east side of the valley, and the West Hill along the west side of the valley. On the hillside areas, it is a challenge to meet slope requirements for sidewalks and ramps. In the flat valley areas, grading to meet ADA requirements sometimes results in standing water or other drainage and maintenance issues.

The downtown and surrounding areas of Auburn were mostly developed before ADA requirements were established. This sometimes results in physical constraints such as buildings, bridges, walls, and other facilities that make it physically infeasible to construct ADA compliant sidewalks, ramps and other infrastructure without significantly impacting those existing facilities.

In cases where special challenges prevent the City from constructing ADA facilities that fully conform to ADA standards, the City has adopted a Maximum Extents Feasible (MEF) process. If during the design or construction of a sidewalk, ramp, or other right-of-way infrastructure physical constraints are present that prevent the infrastructure from being built to meet ADA standards, the Engineer-in-charge will prepare a MEF Document that summarizes the constraints and the standard(s) not being met. Constraints that are considered when evaluating an MEF Document include: physical built features such as buildings, walls, utilities that would be extremely difficult to relocate, environmental constraints such as critical areas (wetlands, streams, mountains), and property impacts that would have significant negative impacts to the property (loss of parking stalls below the minimum required, loss of business functionality), and other factors that are considered on a case-by-case basis as they arise.

Implementation Schedule

Due to funding constraints continuously changing and re-interpretation of ADA standards, full compliance of all public facilities within the rights-of-way will likely not be achieved for several decades, if at all. Instead, the City's prioritization of specific ADA compliance issues will allow for those elements to meet standards within reasonable timeframes given the aforementioned constraints:

- Pedestrian Signal Heads: replacement of non-compliant signal heads within 5 years
- Pedestrian Push-button functionality: replacement of non-compliant push-buttons to meet standards within 5 to 15 years
- Pedestrian Push-button location: relocation of non-compliant push-buttons with 10 to 25 years
- Curb Obstructions: improvements to remove of all obstructions within 10 to 25 years

- Curb Ramps: improve or replace all curb ramps to be compliant – timeframe cannot be estimated at this time.
- Sidewalks: Eliminate sidewalk gaps on arterial streets – timeframe cannot be estimated at this time.
- Sidewalks: Eliminate sidewalk gaps on collector streets – timeframe cannot be estimated at this time.

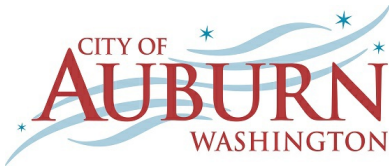
Monitoring Progress

Additional information will be added as significant portions of the self-evaluation are completed. This plan is intended to provide a foundation to work toward an accessible public ROW and will be updated on an ongoing basis to reflect which barriers were removed with a project action or independent remediation. This is a living document. The text, appendices and requirements will likely change with each update.

Routine minor updates to this plan will be made on a regular basis as improvements are completed, new barriers to access are identified or new requests are submitted. GIS and OMS are the tools utilized by the City to monitor progress of the ADA Transition Plan. The City is developing an “ADA Transition Dashboard” that will be posted on the City’s website that shows key metrics indicating the City’s progress towards implementing the goals of the public rights-of-way transition plan.

References

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- ADA.gov. (2020, March 25). *Americans with Disabilities Act of 1990, As Amended Sec. 12102. Definition of Disability*. Retrieved from <https://www.ada.gov/pubs/adastatute08.htm#12102>
- U.S. Census Bureau American FactFinder. (2017). *S1810 Disability Characteristics*. Retrieved July 11, 2019, from https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_17_1_YR_S1810&prodType=table
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- Washington Department of Transportation. (2016, July). *WSDOT Design Manual M 22-01.13*.
- Washington Department of Transportation. (2016, August 1). *Standard Plans M21-01*. Engineering and Regional Operations Development Division, Design Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6778 (Gaub)(10 Minutes)

Date:

June 3, 2020

Department:

Public Works

Attachments:

[Ordinance No. 6778](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council introduce and adopt Ordinance No. 6778.

Background Summary:

Ordinance No. 6778 authorizes a temporary waiver of the non-refundable permit application fee for Right-of-way Use permits applied for by restaurants to temporarily allow outdoor seating for patrons. This waiver will be effective until September 15, 2020 or until the City enters Phase 4 of the Governor's Safe Start plan, whichever comes first.

King County applied for a modification to the uses allowed under Phase 1 of the Governor's Safe Start Plan on June 3, 2020. If approved, the modification will allow restaurants to utilize outdoor seating with appropriate social distancing requirements. Many of our downtown restaurants do not have adequate private property to provide enough area for outdoor seating to meet the social distancing requirements and provide enough customers to make opening of the restaurant feasible.

Following discussion with stakeholders, the City is developing minimum requirements to allow the use of certain public right-of-way to include sidewalks, parking lanes, and alleys for this purpose on a temporary basis. Waiver of the fees would allow restaurant businesses already impacted financially by COVID-19 to apply for and receive a permit that may assist them in keeping their businesses viable. Community Development staff are developing a process to address the use of private property for these purposes as well.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: June 8, 2020

Item Number:

ORDINANCE NO. 6778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, PROVIDING A TEMPORARY WAIVER OF RIGHT-OF-WAY USE PERMIT FEES, SET FORTH IN ACC SECTIONS 12.60.020 AND 12.60.025 FOR OUTSIDE RESTAURANT SEATING, IN RESPONSE TO THE PHASED OPENING OF COMMERCIAL BUSINESSES FOLLOWING THE COVID-19 DECLARED PUBLIC HEALTH EMERGENCY.

WHEREAS, earlier this year, the World Health Organization has announced novel coronavirus (COVID-19) is officially a global pandemic; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency because of COVID-19; and

WHEREAS, the Washington Governor also declared a State of Emergency due to new cases of COVID-19; and

WHEREAS, on March 5, 2020, the Mayor proclaimed a local emergency due to growing public health impacts of COVID-19, which the Auburn City Council ratified by Resolution No. 5504; and

WHEREAS, the COVID-19 outbreak presents an extreme risk of person-to-person transmission of the virus and public health experts worldwide advise the best way to prevent transmission of the virus is to prevent infected people from coming in close contact with healthy persons; and

WHEREAS, following recommended public health best practices, including social distancing, which is critical to mitigate the spread of COVID-19, is having significant negative economic effects on the national, regional, and local economy, in particular small

businesses and workers in the Auburn-area who cannot work remotely, including those related to restaurants; and

WHEREAS, as the business-related restrictions are relaxed in phases, including opening of restaurants with significantly reduced capacities, flexibility in allowing use of outdoor areas, including some City rights-of-way, could help some restaurants survive during these challenging times; and

WHEREAS, the Auburn City Code ("ACC") includes several provisions identifying different types of right-of-way use permits, including ACC Section 12.60.025; and

WHEREAS, ACC Section 12.60.020 sets forth right-of-way use permit application process and fee; and

WHEREAS, the waiver of such permit fees would forego moderate revenue to the City, but the assistance to restaurants that may be able to use public right-of-way to expand the area within which customers could be served – in light of appropriate social distancing standards and customer health concerns – could help struggling restaurant businesses survive and help keep the restaurant employees who depend on the jobs that have been impacted and jeopardized by the coronavirus shut-downs employed; and

WHEREAS, to assist in the recovery of restaurant related businesses, it is reasonable that the City temporarily waive the fees for right-of-way use permits for outdoor restaurant purposes through September 15, 2020 or until the City enters Phase 4 of the Governor's Safe Start plan, whichever occurs first.

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

Section 1. Temporary Waiver of Certain ROW Use Permit Fees. The imposition and collection of fees for right-of-way use permits, per ACC Section 12.60.020-25, for outdoor restaurant seating purposes shall be waived for such use through September 15, 2020 or until the City enters Phase 4 of the Governor's Safe Start plan, whichever occurs first.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

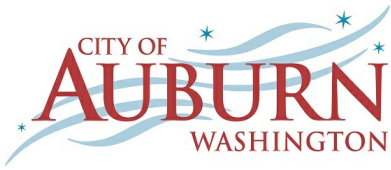
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

CARES Small Business Assistance (Hinman)(10 Minutes)

Department:

Administration

Attachments:

[Memo to Council - CARES Small Business Assistance](#)

Date:

June 2, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

N/A

Background Summary:

See attached memo

Reviewed by Council Committees:

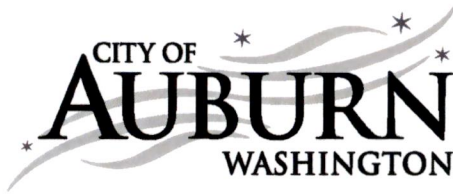
Councilmember: Baggett

Staff:

Hinman

Meeting Date: June 8, 2020

Item Number:



Memorandum

To: City Council Members

From: Dana Hinman, Administration

CC: Mayor Nancy Backus

Date: June 2, 2020

Re: Overview of Proposed CARES Small Business Assistance Program

CARES Funding – General Description

On March 27, 2020 the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748), also known as the CARES Act. Approximately \$2.4 million was allocated to the City of Auburn to cover various eligible costs that were incurred as a result of coronavirus. The City cannot use funds to supplant lost revenue. One eligible manner to use the CARES funding is to provide assistance to businesses that have been impacted by the coronavirus.

Proposed Program Overview

Dedicate \$650,000 for the purposes of aiding small businesses that have been hardest hit by the impact of coronavirus.

Establish criteria that defines the types of businesses that would be eligible to receive grant funds that do not have to be paid back to the City.

Split \$600,000 equally amongst all businesses that meet the criteria.

Hold \$50,000 back in order to provide the same assistance to a business that meets the criteria but was not included in the database query that yielded the list (e.g. a business that was inadvertently left off).

Depending upon the final filtering of the criteria there will be between 300 and 500 businesses that will receive a one time grant allocation (between \$2,000 and \$1,200).

Example criteria include the following factors that were applied to our business license database:

- 5 or fewer employees
- Targeting businesses that were forced to close (hair stylists, nail salons, etc.)
- Located in Auburn
- Removed rental licenses
- Removed non-profit organizations

- Removed unmanned businesses (e.g. redbox)
- Removed national chain brands

Process for Distributing Funds

Once the database query is complete each business will receive a notice from the City of Auburn making them aware of the program and our belief that they are eligible for this financial distribution.

Business owners will be directed to a web portal where they are able to confirm that they meet the eligibility criteria and provide an IRS W-9 form.

Once the owner has submitted this information an email will be directed to Economic Development who will double check that the owner answered the questions properly and provided the W-9.

If approved, Economic Development will notify Finance that the business qualifies for the distribution and Finance will produce a check that will be provided to the business.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5525 (Tate)(10 Minutes)

Date:

June 2, 2020

Department:

Community Development

Attachments:

[Attachment A - Resolution No. 5525](#)

[Attachment A eCityGov Alliance Subscriber](#)

[Agreement 20200518](#)

[Attachment A MBP Appendix A Template](#)

[20200518](#)

[Attachment B 2020, 03-03, MBAKS support of](#)

[MBP](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

The eCityGov Alliance is an alliance of Washington cities that developed for the purpose of creating a common online permitting software interface in order to better serve the construction industry. The product created by eCityGov is called MyBuildingPermit.com (MBP). Cities that are part of the Alliance and that utilize MBP include Bellevue, Bothell, Burien, Edmonds, Issaquah, Kenmore, Kirkland, Mercer Island, Mill Creek, Newcastle, Sammamish, Snoqualmie, King County, and Snohomish County.

In July of 2019 the Department of Community Development completed a significant permit software system upgrade. This upgrade enables the City to entertain the idea of utilizing MBP because both systems can interface with each other.

MBP is an online system that allows customers to submit permit applications, pay their fees, obtain their permits, view city comments, provide resubmittal materials, etc. It also allows contractors who work in multiple cities to have the same online experience and functionality even though they are working in a different jurisdiction.

To join the eCityGov Alliance the City of Auburn will pay a one-time onboarding fee of \$10,000 as well as a quarterly subscription rate of approximately \$16,000. The subscription rate fluctuates based on each quarter's volume of permits. The Master Builders Association has requested that the City enter into the eCityGov Alliance and to utilize MBP as the online permitting portal and has indicated that permit fees should be increased in order to cover the cost. The \$10,000 onboarding fee will be absorbed into the Department's existing budget. The subsequent subscription fees would be absorbed through a 3% to 5% increase in permit fees that would be adopted through a subsequent City Council resolution.

If approved, Community Development has set October 1, 2020 as the launch date.

Reviewed by Council Committees:

Councilmember: Brown

Staff: Tate

Meeting Date: June 8, 2020

Item Number:

RESOLUTION NO. 5525

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND eCITYGOV ALLIANCE FOR BUILDING PERMIT MANAGEMENT SOFTWARE SERVICES

WHEREAS, eCityGov Alliance (the “Alliance”) was created and duly authorized by the legislative authority of various municipal jurisdictions in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW, for the purpose of providing a regionally coordinated portal for the delivery of municipal services via the internet and to provide a forum for the sharing of resources in the development and deployment of such services; and

WHEREAS, in keeping with its purpose, the Alliance has created several shared software applications and related products, including building permit management services, which it makes available as a hosted service; and

WHEREAS the City wishes to use certain Alliance shared software applications and related products to deliver public sector services via the internet; and

WHEREAS, the City and the Alliance desire to enter into an agreement for Software and related product(s) to deliver public sector services via the internet as provided herein;

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

Section 1. The Mayor is authorized to execute an Agreement between the City and eCityGov Alliance, which agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney



SUBSCRIPTION AGREEMENT

Between
City of Auburn
and
eCityGov Alliance

May 18, 2020

SUBSCRIPTION AGREEMENT

This Agreement is entered into between the eCityGov Alliance, hereinafter referred to as the "Alliance", and the City of Auburn, WA, hereinafter referred to as the "Subscriber" (each a "Party" or together, the "Parties").

WITNESSETH:

WHEREAS, the Alliance was created and duly authorized by the legislative authority of each jurisdiction in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW and the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance, as amended and restated on February 16, 2018 (the "Alliance Interlocal Agreement"); and

WHEREAS, the purpose of the Alliance is to provide a regionally coordinated portal for the delivery of municipal services via the internet and to provide a forum for the sharing of resources in the development and deployment of such services; and

WHEREAS, in keeping with its purpose, the Alliance has created several shared software applications and related products to deliver public sector services via the internet; and

WHEREAS the Alliance provides said software applications as a hosted service; and

WHEREAS, the Subscriber wishes to use certain shared software application(s) and related product(s) to deliver public sector services via the internet; and

WHEREAS, the Alliance pledges to work cooperatively in maintaining the highest level of standards for maintenance and operation of the Software Application(s) and related product(s) on behalf of Partners, Subscribers and users (each as defined herein); and

WHEREAS, the Alliance is duly authorized to enter into agreements as an independent entity; and

WHEREAS, it is the desire of the Parties to enter into an agreement for Software and related product(s) to deliver public sector services via the internet as provided herein;

NOW THEREFORE, the Parties agree as follows:

I IDENTITY OF PARTIES

1. **Alliance.** The Alliance is an independent joint agency formed under Chapter 39.34 RCW, the Interlocal Cooperation Act, and a Washington non-profit corporation, authorized to deliver certain public sector services as provided in the Alliance Interlocal Agreement.
2. **Subscriber.** The Subscriber is a municipal corporation that desires to subscribe to an Alliance hosted service(s) and/or application(s), and to participate as a non-voting but active member in the committees supporting that service(s) and/or application(s).

II PURPOSE

1. The purpose of this Agreement is to provide the terms and conditions under which the Subscriber will receive hosted services from the Alliance. To accomplish this purpose, and in consideration of the benefits to be received by each of the Parties hereto, the Parties agree as follows:

III DEFINITIONS

1. As used herein, the following capitalized terms shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the recitals of this Agreement and the Alliance Interlocal Agreement.
2. **“Agreement”, “this Agreement”, “the Agreement”, “hereof”, “herein”, “hereto”, “hereby”, “hereunder”** and similar expressions mean this Subscription Agreement, including all instruments supplementing, amending or confirming this Agreement. All references to “Articles” or “Sections” mean and refer to the specified Article or Section of this Agreement.
3. **“Alliance Interlocal Agreement”** has the meaning set forth in the recitals hereto.
4. **“Application Software”, “Application”** and/or **“Software”** means computer application and related computer code, presented in object code form operating on Hosting Service hardware. Application Software includes, but is not limited to computer code, databases, programs and interfaces in executable code form which have been created or licensed by the Alliance.
5. **“Application Team”, “Management Committee”** and/or **“Project Team”**, means a team made up of a representative(s) from each Alliance partner and subscriber agency for a particular Software Application. The purpose of the Application Team is to guide development and management of the Application.
6. **“Backend Integration”** means that a software application owned and/or licensed by the Subscriber is linked to the Application Software for the purpose of passing data between the two systems.
7. **“Board”** means the Alliance Executive Board.
8. **“Data and Content Management Tool(s)”** means the internet restricted accessible software application used by the Subscriber to update, change and manage application content and data.
9. **“Effective Date”** means the date this Agreement commences.
10. **“Hardware”** means the computers, application servers, magnetic storage devices and other related computer hardware owned by the Alliance for the purposes of providing services and software applications to Alliance partners, subscribers and the general public.
11. **“Hosting Service”** means the city and/or business at which Alliance Application(s), related software and hardware is physically located. The Hosting Service is also responsible for maintaining the shared portion of the service(s) and application(s) affected by this Agreement.

12. **“Partner(s)”** means the governmental jurisdictions that are parties to the Alliance Interlocal Agreement.
13. **“Subscriber”** means the governmental jurisdiction or other organization that elects to enter into an agreement with the Alliance to purchase specific hosted internet software application service(s) on an annual basis. Subscriber status is further defined by the Alliance Administrative Policies and the Alliance Interlocal Agreement.
14. **“Subscription(s)”** means the internet accessible computer application(s) identified in Appendix A.
15. **“Subscription Liaison(s)”** means the Subscriber assigned staff member(s) for each subscription application.
16. **“User”** means members of the general public and city staff who use the services defined herein.

IV APPLICATION SOFTWARE SUBSCRIPTION

1. **Subscription.** During the term of this Agreement, the Alliance grants the Subscriber a non-transferable, nonexclusive subscription to use the Application Software in accordance with the terms and conditions state herein.
2. **Application Software License(s).** Application Software license(s) are and shall remain the property of the Alliance or its third-party service providers. The Subscriber shall have a non-exclusive right to use the Application Software specified in Appendix A. The Subscriber shall not have taken, or attempt to take, any right, title or interest therein or permit any third party to take any interest therein. The Subscriber will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Application Software or any interest in the Application Software.
3. **Application Software and Data.** The Subscriber may not move any Application Software or data from any installed location at the Hosting Service place of business without the prior written notification and subsequent technical approval of the Alliance.
4. **Hardware and Provision of System and Application Software.**
 - (a) The Alliance shall obtain, install and maintain the necessary hardware, systems software, and Application Software at the location of the Hosting Service to provide the appropriate computing platform to deliver the application services defined in Appendix A.
 - (b) The Hardware, Systems Software licenses, and Application Software code and licenses are and shall remain the property of the Alliance or its third-

party service providers. The Subscriber shall not have taken, or attempt to take, any right, title or interest therein or permit any third party to take any interest therein. The Subscriber will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Hardware or Systems Software or any interest in the Hardware or Systems Software.

V SUBSCRIBER DATA AND DATABASES

1. The Subscriber shall provide applicable data for each Software Application Subscription to the Alliance in accordance with data specifications in Appendix A.
2. The Subscriber is responsible for updating, changing and maintaining said data as specified in Appendix A.
3. Each Party shall treat all data and information to which it has access by its performance under this Agreement as confidential. Unless required to do so by law, a Party shall not disclose such data or information to a third Party without specific written consent of the other Party. In the event that one Party receives notice that a third Party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the receiving Party shall promptly inform the other Party. This section shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon all Parties and their agents, employees, successors, assigns, subcontractors or any Party or entity claiming an interest in this Agreement.
4. The Alliance will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber, or suffer a lien or encumbrance upon or against the Subscriber data or database or any interest in the Subscriber data or database. The Alliance will maintain the Subscriber data or database at the Hosted Service, and shall notify Subscriber in writing if the data or database is to be moved from the Hosted Service. The Alliance shall not be responsible for any damage to, or loss of, the data, except in cases of gross negligence or wilful misconduct.

VI ACCESS AND USE OF DATA AND CONTENT MANAGEMENT TOOL(S)

1. The Subscriber shall name and authorize certain employees as content managers for the Software Application(s) specified in Appendix A.
2. It is the responsibility of the Subscriber to authorize and manage opening and closing user accounts for third party vendors and/or contract employees.

3. The Alliance will manage password protected user accounts for said employees and vendors. The Alliance will manage only named user accounts. The Subscription Liaison is responsible for authorizing new user accounts and ensuring unneeded user accounts are closed in a timely manner.
4. Access to Alliance web-based products is not restricted in anyway, however: Software Application functionality may be restricted or limited for certain Software Applications or portions of a Software Application to the residents of Alliance partner and subscriber cities. Such restrictions or limitations are dependant on the level of service(s) purchased by the Subscriber and shall be described in Appendix A.
5. An unlimited number of residents, staff and other customers of the Alliance product(s) may access and utilize the product(s) via the internet, except as noted in the previous section.

VII WARRANTIES

1. Alliance represents and warrants that (a) Alliance has the legal right and authority to provide the services that are the subject of this Agreement; and (b) Application Software does not infringe upon any copyright, patent, trademark, trade secret, or any other intellectual property right of any third Party.
2. No Other Warranty. Other than the express warranties contained above, any software Subscription provided and all services performed pursuant to this Agreement are provided and performed on an “as is” basis, and Subscriber’s use of the Application Software and services is at its own risk. Alliance does not make, and hereby disclaims, all other warranties, whether express or implied. Alliance does not warrant that the Application Software and services provided hereunder will be uninterrupted, error-free, or completely secure.
3. Limitation of Liability; Damages. Alliance’s sole liability to Subscriber for any loss, liability or damage, including attorney’s fees, for any claim arising out of or related to this Agreement, regardless of the form of action, shall be limited to Subscriber’s actual direct out-of-pocket expenses which are reasonably incurred by Subscriber and shall not exceed the amount of the fees paid to Alliance by Subscriber under this Agreement for the calendar year in which such claim accrued. **In no event shall Alliance be liable to Subscriber or any third party for lost profits, revenue, lost data, consequential, special, incidental, or punitive damages arising out of or related to this Agreement regardless of the basis of the claim.**

VIII SUPPORT

1. **Backend Integration**

- (a) Alliance is responsible for Alliance product(s) on the eCityGov.net web sites, including the transmittal of data to and from the Subscriber in the formats(s) identified in Appendix A, to meet the needs of Subscriber's back-end process. Interface and data transmittal standards are subject to approval by the Board.
 - (b) The Subscriber is responsible for any and all direct integration with their own business processes and systems, including the entire cost and overhead associated with integration of Alliance products to Subscriber-owned systems.
 - (c) For the purpose of Backend System Integration, the Alliance may assign, on a temporary basis, a reasonable number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to Subscriber by the Hosting Service. The Subscriber acknowledges that the IP Addresses are the sole property of the Alliance and/or of its contracted Service providers, and are assigned for the term of this Agreement to Subscriber as part of the Software Application Subscription(s), and are not "portable".
 - (d) The Alliance reserves the right to change IP Address assignments at any time; however, the Alliance shall use all reasonable efforts to avoid any disruption to the Subscriber resulting from such renumbering requirement. The Alliance will give the Subscriber reasonable notice of any such renumbering. The Subscriber agrees that it will have no right to IP Addresses upon termination of this Agreement and that any renumbering required of the Subscriber after termination shall be the sole responsibility of Subscriber.
2. **Training.** The Alliance shall provide such training and consultation to the Subscriber regarding the use of a Software Application(s) and services as is determined to be appropriate by the Board and/or the Application Team(s) associated with specific Alliance Software Application(s).

IX SOFTWARE SUPPORT

- 1. For Application Software residing on Alliance Server(s): The Hosting Service for each product is responsible for ensuring that the Application Software functions correctly, and for responding to Subscribers who submit requests for Application Software corrections in a timely manner. Application Software malfunctions that result in a non-responsive system or incorrect results for customers will be given high priority. Other Application Software malfunctions will be prioritized based on resources and overall project priorities. The actual response escalation levels are specified in SubSection 3 below.
- 2. For other software residing on Subscriber Servers: The Subscriber is fully responsible for the functioning of any software residing on Subscriber Servers,

including software designed to handle the interface between Alliance service(s) and Software Application(s) and all software licensed directly through third parties to the Subscriber.

3. Technical Support – Requests for technical support will be classified into three priority levels:
 - High – system is down or is returning incorrect results and customer is unable to fulfill critical business functions such as those pertaining to core business functions
 - Urgent – serious issue significantly impacting use of system although customer is still able to perform core business functions
 - Normal – all other issues.
4. Regular Hosting Service business hours are Monday through Friday 7:00 a.m. – 5:00 p.m., excluding holidays. During regular business hours, there is a guaranteed response time of 1 hour for High and Urgent calls. All other calls will be responded to within 8 business hours. Off-hours support (5:00 p.m. – 7:00 a.m., weekends and holidays) is offered only for network and server support. Only high priority calls will be responded to within 2 hours. The contact phone number is 425.452.2886.

X BENEFITS/RELATIONSHIP

1. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. No joint venture or partnership is formed as a result of this Agreement.
2. The Subscriber is considered a voting member of the Application Team(s) supporting Alliance service(s) and Software Application(s) identified in Appendix A.
3. The Subscriber is entitled to attend Board meetings, but is not a voting member of the Board.
4. The Subscriber is entitled to use the regional portal for delivery of Software Application(s) subscribed to and defined in Appendix A.
5. The Subscriber may participate in and receive the benefits of all Alliance functions, projects, programs, and partnerships including but not limited to:
 - Training programs
 - Information sharing events

- Projects/programs with other public entities, including, but not limited to state, county, utility districts, libraries, and other cities.

XI FEES AND PAYMENT TERMS

1. The invoice shall encompass Subscription fee(s) for one full calendar year or for the applicable pro-rata Subscription fee(s).
2. Annual payment is due within 30 days of invoice.
3. The invoice for the current year will be sent upon signing of this Agreement. Payment is due within 30 days of invoice.
4. Payments which are 30 days past due shall be considered to be in arrears. The Alliance may elect to discontinue service to the Subscriber until said account is paid in full. The Board, at its sole discretion, may elect to not disconnect a Subscriber that is in arrears if suitable arrangements have been made for future payment.
5. The City of Bellevue, acting as the fiscal agent for the Alliance, will issue all invoices. Payment(s) shall be made to the City of Bellevue. The City of Bellevue Tax Identifier Number (TIN) is 91-6007020.
6. Establishment of Fees – Each year the Board shall set Subscriber Fees for the next calendar year, no later than September 30th. At such time the Board may increase, decrease or leave fees unchanged depending need.

XII GENERAL PROVISIONS

1. **Liability/Hold Harmless.** If a claim, demand or cause of action arises from the negligent act or failure to act or intentional wrongful act of one of the Parties hereto, or its officers, agents or employees, then that Party shall indemnify, defend and save the other Party and its officers, agents and employees harmless there from; provided, however, that such provision shall not apply to the extent that damage or injury arises from the fault of the other Party, its officers, agents or employees. In the case of negligence of both the Subscriber and the Alliance, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party.
2. **Assignment.** The Subscriber shall not assign, transfer, convey or otherwise dispose of its rights or obligations under this Agreement or permit use of applications and/or services by another entity or person who is not an Alliance Partner, Subscriber, or employee, officer or agent thereof, except to the extent as may be authorized by Alliance rules and procedures.

3. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three business days after mailing if mailed by first class mail, postage prepaid and addressed to the Party at its address as stated in this Agreement or at such address as any Party may designate at any time in writing with notice pursuant to this paragraph. At the time of execution the addresses of the Parties are:

eCityGov Alliance

P.O. Box 90012

Bellevue, WA 98009-9012

Attn: Tyler Running Deer

(425) 452-7821

trunningde@ecitygov.net

City of Auburn, WA

25 West Main Street

Auburn, WA 98001

Attn: Name

(XXX) YYY-ZZZZ

XXXX@YYYYY

4. **Dispute Resolution.** This section governs any dispute, or controversy between the Parties arising out of or relating to this Agreement or its breach (the "Disputed Matter"). It is agreed that King County shall be the venue for any arbitration. All Disputed Matters shall be submitted to the following dispute resolution process:

(a) Internal Mediation

First the Disputed Matter shall be referred jointly to the Alliance's Executive Director and the Subscriber's representative. If they do not agree within ten (10) days, the Disputed Matter shall be referred jointly to the Chair of the Executive Board and the Subscriber's chief executive or designee. If such persons do not agree upon a decision within ten (10) days after referral of the matter to them, or within such other period as may be mutually agreed upon, the Parties shall proceed to the next stage of the dispute resolution procedure.

(b) Arbitration Procedures

The Subscriber or the Alliance may, within ten (10) days following completion of internal mediation, submit a written demand for arbitration to the American Arbitration Association. The decision of the other Party to invoke the arbitration process below shall constitute an election of

remedies barring the Party from further recourse to the dispute resolution or arbitration process not invoked by it.

Any Disputed Matter referred to arbitration shall be conducted under the Commercial Rules of the American Arbitration Association. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. Any such arbitration will be held in the Seattle Metropolitan Area. The Parties will share the costs of the arbitration equally, subject to final apportionment by the arbitrator. However each Party shall bear the expenses of its own counsel, experts, witnesses and preparation of evidence. The decision of the arbitrator shall be final and shall not be subject to appeal by the Parties. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Performance to Continue

Pending the resolution of any Disputed Matter, both Parties shall continue their performance under this Agreement to the extent that such performance is feasible, including but not limited to the payment of all sums which are due or which become due during the dispute resolution process. Neither Party will institute any action or proceeding against the other Party in any court concerning any Disputed Matter that is or could be subject to resolution under this section.

5. **Effective Date and Duration.** This Agreement shall be effective on upon execution of both Parties, and shall continue until termination or withdrawal.

XIII TERMINATION

1. **Termination by annual notice and/or default.** The Subscriber may terminate this Agreement by giving ninety (90) days written notice to Alliance in any year of its intention to terminate effective January 1 of the following year provided notice is given in writing and Subscriber is not in default of its obligations under this Agreement. There will be no refunds of monies collected for the current year. If the Subscriber is in default of a material obligation under this Agreement, and such default remains uncorrected more than thirty (30) days after receipt of written notice of default, the Alliance, in addition to any other rights available to it under law or equity, may terminate this Agreement by giving thirty (30) days written notice to the Subscriber. The Alliance shall be deemed in default if, as a result of the Software Application(s) or Alliance's failure to perform its obligations hereunder, the Software Application(s) continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding the Alliance's remedial or maintenance efforts, over a continuous period of ninety (90) days, and the Subscriber may terminate the Agreement by

giving thirty (30) days written notice to the Alliance, after which the Alliance shall reimburse the Subscriber for a pro-rated share of the Subscription Fee.

2. **Mid-year termination request by Subscriber.** The Subscriber may terminate this Agreement by giving written notice to the Alliance at any time during the calendar year. The Alliance will terminate the Subscriber's service at the earliest practical date in which the necessary Application reprogramming can be completed. There will be no refunds of monies collected for the current year.
3. **Termination as a result of changes to the Application(s).** In the event that the Alliance initiates changes to the Application(s) and/or Subscription fee(s) for which the Subscriber chooses not to continue with the Application Subscription, the Alliance will provide a pro-rata refund of the balance of current year Subscription fee. The refund will be calculated from the date in which the Application changes and/or Subscription fee changes take effect.
4. **Modification.** This Agreement represents the entire Agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.
5. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

eCityGov Alliance

City of Auburn

Accepted By (Signature)

Accepted By (Signature)

Tyler Running Deer
Executive Director

<name>
<title>

Date:

Date:

APPENDIX A

Description of Application Service(s)

City of Auburn

I PRODUCT SUBSCRIPTION(S):

1. **MyBuildingPermit.com** – development service applications, inspection scheduling, permit status information and other related services

II FEE(S)

1. Onboarding Fee – A one-time on-boarding fee of \$10,000 will be assessed upon execution of the subscriber agreement that is based on estimated hours needed to provide technical support and training for implementing MyBuildingPermit.com.
2. Annual Fee – The 2020 subscription fee is estimated at \$64,153 which may be prorated in 2020 based on the date the first permits are issued from MBP. The subscription fee is based on a 5-year rolling average of the historical permit revenue actuals to determine a jurisdiction's percentage share of the total MBP expenses. Below is a description of the MBP Fee methodology unless modified as provided in Section II, Annual Fees, paragraph 2, Establishment of Fees:
 - Step 1: Each jurisdiction submits the last five years of permit revenue from which a rolling five-year average can be computed. This softens the impacts of peaks and valleys in permit activity.
 - Step 2: Each jurisdiction's percentage of the total Alliance permit revenue is calculated.
 - Step 3: The percentage is then applied to the expenses (which may include investments) for the biennium budget period to determine each jurisdiction's obligation.
 - Step 4: Each jurisdiction will be billed on a quarterly billing cycle.
3. Establishment of Fees – The 5-year rolling average will be used to set both years of the biennial budget. At the direction of the Executive Board, a mid-biennial adjustment may occur. The Board shall set Subscriber Fees for the next calendar year, no later than September 30th. At such time the Board may communicate an increase, decrease or leave fees unchanged depending on need.
4. The Annual Fee will be invoiced to each Jurisdiction via quarterly billings.

III DESCRIPTION OF PRODUCT SERVICE – MYBUILDINGPERMIT.COM

5. MyBuildingPermit.com (MBP) is managed and operated by the Partner cities of the eCityGov Alliance and the MBP Management Committee. The Management

Committee is made up of building officials or other designated representatives of the Partner and Subscriber agencies.

6. MBP is a web-based transaction portal designed to provide citizens and development professionals the ability to submit development service applications and obtain certain permits from member jurisdictions and agencies. Specifically, applicants may easily apply for, pay for, and receive multiple permits, from multiple member jurisdictions through a single web portal. The portal also provides the capability to schedule inspections and query and search for permit status and history for properties in member jurisdictions and agencies.
7. In order that MBP provide online application and permitting services for multiple jurisdictions and agencies, the Alliance and MBP Management Committee has adopted and requires certain business standards and operating procedures. These standards and procedures are documented in the MBP Administrative Policies (Attachment B). The MBP Administrative Policies are intended to create a quality experience for customers to help ensure a certain level of business consistency, and to keep operating costs to a minimum.

The MBP site also provides a broad range of sources for building and construction related reference materials.

8. On-line Services:

MyBuildingPermit.com home page explains the purpose of the site and provides navigational elements. The application functionality and content includes, but is not limited to:

(a) Information

- Permit Status
- Code References
- Public Information
- News and Events

(b) Application and Registration

- How to Apply
- Contractor Registration (requires approval)
- Homeowner Registration (does not require prior approval)

- (c) *Transaction Services:* MBP offers jurisdictions and agencies two types of online permitting and application submittals.

Type 1 - No-review, over-the-counter (OTC) permits. These permit types are not reviewed by staff, are paid for online and issue immediately upon payment. The scope, number, fees and configuration of OTC permits is the responsibility of the MBP member jurisdiction or agency.

Requests for modifications to either existing OTC permit requirements and/or types will be handled on a case by case basis. Minor, individual modifications to each agency's permit form are possible.

Example: The City of Sammamish is the only city in the Alliance that legislatively requires an earthquake shutoff valve. The Sammamish plumbing permit form has been modified to accommodate this requirement.

Example: The Alliance added re-roof permits to MBP. Bellevue did not require re-roof permits. In order to create consistency for regional contractors, Bellevue added re-roof permits.

Type 2 – Permits and applications in this category require some level of staff review. The scope, number and configuration of online application types is fully configurable and is the responsibility of the MBP member jurisdiction or agency.

Type 2 Business requirements:

No payment is made until the application is accepted by the jurisdiction or agency. The jurisdiction or agency can use the MBP customer portal to securely send the applicant an invoice(s) as needed. Customers may pay invoices through the portal or directly with the jurisdiction or agency.

The initial application review for acceptance should be completed within 36 hours of receipt of the application.

The permit and application review process, timeline, progress payments, other review criteria and issuance is entirely the responsibility of the MBP member jurisdiction or agency.

Example: Some jurisdictions issue and inspect electrical permits; some utilize the Department of Labor and Industries for this service. Agencies that do issue electrical permits have those choices on their on-line permit forms; those agencies that do not issue electrical permits do not have these choices on their permit application forms.

Requests for modifications to either existing permit application requirements and/or types will be handled on a case by case basis. Minor, individual modifications to each agency's permit form are possible.

- (d) *Transaction Service:* As part of the customer on-line OTC and application submittal interview process, the site uses an easy to use search function to give the customer the opportunity to find the correct property address for each permit. The site will not issue a permit without an address match.

Incorrect or missing addresses present the single largest issue for customers and staff. Agencies are highly encouraged to develop and maintain accurate address data to ensure the highest level of accuracy. See Section V. Technical Specifications and Requirements for additional information.

- (e) *Transaction Services:* On-line contractor registration for verification of state and local business licenses. Contractors must be registered and approved by MBP and/or participating jurisdictions or agencies before they can submit or obtain on-line permits. Also, homeowners using a contractor but obtaining their own permits must have the contractor registered with MBP. There are no pre-registration requirements for homeowners doing their own work.
- (f) *Information Retrieval Service:* On-line permit status and history for **all** permits issued by each participating jurisdiction. Each jurisdiction may specify certain criteria for data included in the on-line reporting system.

9. Other Features and Services

- (a) MBP provides authorized staff access to reports for the number of permits issued by type and city. Web statistics are also available upon request.
- (b) Staff training in the use and management of MBP site administrative tools will be provided throughout the implementation process and on an on-going basis.

10. Future On-line Services:

The MBP work plan is updated annually. The work plan identifies work including, but not limited to, content development, system enhancements and new system functionality.

As features and services of the MyBuildingPermit.com site grow, it is the intention of the Alliance to create a consistent user experience for customers using the site. Alliance policy is to implement new services for all member departments that perform the function in each jurisdiction.

The Alliance recognizes that there are wide variations between agencies in terms of permit system use, information technology capability and/or business practices. However, it is the expectation of the Alliance that member agencies will make necessary adjustments to their respective business processes and

permit systems to accommodate features and functionality agreed to by the MBP Management Committee.

Every effort will be made to phase this kind of work providing sufficient lead time for individual jurisdictions and departments to make necessary organization and system adjustments.

IV SUBSCRIBER BUSINESS RESPONSIBILITIES

As a part of the implementation process, the Alliance will provide the Subscriber with a detailed implementation roadmap document and checklist. The following outline major tasks and responsibilities associated with the implementation of MBP. The timeline and phasing for implementing a new Subscriber to MBP will be negotiated at the time of the execution of this Agreement.

1. Set up, enter and test user configurable OTC permit types and fees in the MBP test environment. Coordinate any additional fee and technical configuration with the program manager.
2. Complete the permit configuration for plan review permit types. Set up and enter user configurable plan review permit information and fees. Coordinate any additional technical configuration with the program manager.
3. Acquire the following online services for online payments (additional information will be provided as needed);
 - (a) A banking internet merchant account for receipting credit card payments. Most, but not all, merchant credit card systems work with MBP. Before securing a merchant account, confirm that the credit card processing system will work with PayPal PayFlowPro.
 - (b) A PayPal PayFlowPro account for online credit card transactions.
4. Provide permit status checking and inspection scheduling directions and contact information.
5. Provide hyperlinks to agency code(s) and home web page.
6. Maintain member specific data and information and/or linked content.
7. Authorize and manage user accounts.

V TECHNICAL SPECIFICATIONS & REQUIREMENTS

11. Interfaces

It is possible to implement MBP with all, some or without interfaces between MBP and the agency backend permit system. In the absence of interfaces, some functionality such as permit status may not be available for applicants and

visitors to the MBP web site. In general, the MBP interfaces replace existing manual data entry by creating a new permit record and inserting the permit data directly into backend permit systems.

MBP uses several separate interfaces with individual backend permit systems to be able to provide the full range of services provided by MBP. The current list of functionality and interface requirements will be provided to the Subscriber.

Establishing and implementing interfaces between MBP and the Subscriber's back-end permit tracking system is the responsibility of the Subscriber, including, but not limited to interface and/or web license and implementing to the back-end system. The Alliance will provide the necessary technical specifications, test and production environments and provide assistance for the implementation of said interface(s).

The Alliance standard practice is to use Web Services to exchange XML formatted data and/or serialized objects as well as MS SQL linked servers with MBP specific views for the interface topology.

12. Generic email boxes

Each Subscriber agency must create and supply generic email boxes addresses and contact phone numbers for user inquiries and comments in the following areas; Permits, Fees, Building, Technical, Inspection, Suggestion, Missing Address and Other. The format for the three general service email addresses is:

- BuildingOfficial@xxxx
- PermitTech@xxxxx
- MyBuildingPermit@xxxx

13. The Subscriber must provide **parcel and address data for their entire jurisdiction** in a format specified (available upon request) by the Alliance for use in MBP or in the absence of this data, the Alliance will use the best available property data. Typically, these are commercially available data and/or county data sets.

14. Credit card and other banking transactions are accomplished using industry standard data encryption technologies. MBP does not retain credit card numbers, this data is passed directly through to the Subscriber's bank merchant account. Both the credit card processing service(s) and the host agency network are PCI compliant at the time this Agreement was executed. Security measures and information is available upon request.

15. The cost to make annual changes to fees and other maintenance services are included in the annual subscription fee.

MyBuildingPermit.com Readiness Checklist

Prepared for XXX government

Business Requirements:

- ☐ Obtain Council or appropriate funding approval for joining MBP and sign Subscriber Agreement
- ☐ Allocate Staff Resources–
 - Stakeholder/Project Champion
 - Project Manager during Implementation
 - IT/Technical Resources – internal/contract developers, database admin, system analyst
 - Permit tech expert with permit system/technical understanding
- ☐ Map Permit/Application Process flow to MBP including: configuration of types and naming conventions, inspections required for each, fees
- ☐ Map Electronic Plan Review process to MBP (software for review/markup, document storage, monitors for viewing not provided by MBP), documents required for each application, supplemental questions needed
- ☐ Document all OTC permit application fee structures/logic charged to customers
- ☐ Accept and adhere to the MBP Administrative Policies
- ☐ Accept and encourage jurisdictional staff to use the MBP Tip Sheets, Code Interpretations, and Standards
- ☐ Participate in MBP Committee/Team meetings
- ☐ Plan for Jurisdiction's costs including: Credit card transaction fees (MBP policy does provide for charging convenience fees) , quarterly MBP Fees, On-Boarding Costs, Webservice Development Costs (if outside resources required)

Technical Requirements:

- ☐ Web Services - .NET 4.x consume XML data sent from MBP in your backend permitting system and return XML response with permit number, etc.
- ☐ IP Address Connectivity with your permit processing system
- ☐ Create and Expose Database Views in you permit processing database
- ☐ Create and Expose a Database View containing your jurisdiction Address information
- ☐ Accept Credit Card payments via VeriSign or Pay Pal with a PayFlowPro Merchant Account
- ☐ Accept File Web Services (provided by eCityGov) and determine location on jurisdiction's network for file storage.

On-boarding Milestones:

Timeline estimates based on the subscriber's backend system and availability of resources.

- ☐ Execute Subscriber Agreement
- ☐ New Jurisdiction Configured in MBP Test site – *Complete in Month 1 of Project*
 - Jurisdiction provides details to MBP
 - MBP Staff creates new organization and logins
 - System Administrator Training begins
- ☐ Determine Modules to Implement – *Complete in Month 1 of Project*
 - Permit Applications – Over-the-Counter and/or Plan Review
 - Status Site
 - Inspection Scheduling
- ☐ Align Current Application process to MBP – *Complete in Months 2-3 of Project*
 - Process Flow
 - Mapping from MBP into backend system
 - Permit fees documented and created in MBP
 - Determine Required, Additional, and Supplemental information for each application
- ☐ Develop and Test Interfaces – *Complete in Months 2-4 of Project*
 - Between MBP and Juris Backend via webservice and database view
 - Status site and Juris Backend via database views
 - Inspection Scheduling via webservice
- ☐ Permit Staff Training – *Complete in Month 5 of Project*
- ☐ Go-Live in Production – *Complete in Month 6 of Project*

ATTACHMENT B

eCityGov Alliance

MyBuildingPermit Management Committee

ADMINISTRATIVE POLICIES

Adopted March 19, 2010

Revised December 7, 2018

Administrative Policies

MyBuildingPermit Management Committee

1. Purpose

The eCityGov Alliance (Alliance) is the sponsoring agency for the MyBuildingPermit program and the Management Committee. The MyBuildingPermit Management Committee Administrative Policies (Policies) identify and document the Committee's operating policies and principles for management of the MyBuildingPermit program.

The Management Committee (Committee) shall be responsible for the operation and oversight of the MyBuildingPermit program. The Committee shall consist of a representative from each member agency.

2. Agreement

These Policies shall be reviewed and adopted by the Alliance Executive Board. The adopted Policies shall be appended to individual MyBuildingPermit subscriber agreements as applicable.

3. Vision Statement

a) MyBuildingPermit will:

- i) Develop and maintain consistent practices between member agencies.
- ii) Provide a highly-valued development services web portal for our customers.
- iii) Set the standard for working in partnership with cities and counties in the region.
- iv) Deliver web-based, wireless, and paperless development services application, permitting and review processes, setting the benchmark for best practices.
- v) Offer consistent core services that meet the needs of land development and contracting customers and community members.
- vi) Offer the best development data and information available with a full suite of property-related research tools.
- vii) Ensure adequate and ongoing funding for programs and web sites.
- viii) Incorporate sustainability as a component of all practices.
- ix) Maintain broad member agency participation, supported by all Cities' administration.

4. Goals

- a) The Committee shall implement the vision by pursuing the following goals:

- i) Continually improve customer service.
 - ii) Promote building safety and awareness of development and environmental issues.
 - iii) Improve the development review process for customers.
 - iv) Maximize resource investments through economies of scale.
 - v) Promote training and other educational opportunities that will improve staff and customer understanding of codes, standards, and the processes used to manage and regulate development activities.
- b) To achieve these goals, the Committee will:
- i) Where possible, develop process and management consistency between member agencies.
 - ii) Regularly gather and use customer feedback and web statistics to help improve services and monitor progress toward measurable goals.
 - iii) Provide consistent process explanation and code interpretation to facilitate customer understanding of development services processes and regulations.
 - iv) Actively market and communicate program goals, overall vision, and project objectives to staff, elected officials and customers.
 - v) Gain organizational support for needed development services process changes.
 - vi) Periodically review all areas of the development services processes for enhancements that will improve the quality of services to customers.
 - vii) Monitor State code and legislation, and work with individual jurisdictions to learn of potential impacts of pending legislation. If all principal jurisdictions approve one or more proposed responses, then a joint response could be proposed to the Alliance Board for collective action.

5. Board Committee Structure and Procedures

- a) The Committee shall consist of one voting representative from each MyBuildingPermit Partner and Subscriber agency member.
- b) Committee members shall be appointed by an authorized executive of the participating agency.
- c) Ad-hoc representatives and attendees.

- i) Alliance Executive Board members, Alliance and member agency staff, sub-committee members and other invited guests may attend Committee meetings without voting rights.
- d) Committee Officers
 - i) The duties of officers are those normally associated with the office, including but not limited to, preparing agendas, packet materials, meeting notes, attendance, and coordinating work and plans with the Executive Director and Executive Board on behalf of the Committee.
 - ii) The Committee shall elect a Chair from its members for a period of one year. The Chair may appoint a Vice-Chair to serve as Chair in his or her absence. No individual shall serve as Chair for more than three consecutive years.
 - iii) The election of the officers may be conducted by either a written, electronic, or verbal vote.
- e) Decision Making
 - i) The Committee will strive to reach consensus on all matters.
 - ii) If consensus is not reached, decisions shall be made by a of simple majority of the Committee members present, including those members attending electronically or via phone.
- f) Duties and Responsibilities of the Committee:
 - i) Meet monthly or on a schedule mutually agreed upon by Committee members.
 - ii) Approve extensions and exceptions to the time requirements in Sections 6 and 7 of these Policies, Member Eligibility and Responsibilities, if the Committee finds that circumstances warrant such an extension or exception.
 - iii) Appoint two non-voting Subscribers to the Executive Board to represent MyBuildingPermit Subscriber jurisdictions, as described in Section 4.5 of the Alliance Bylaws.
 - (1) Using simple majority vote by small and large Subscriber jurisdictions, respectively, select one Subscriber to represent large jurisdictions and one Subscriber to represent small jurisdictions. A jurisdiction with a population of 100,000 or more constituents is considered a large jurisdiction. The Subscriber member agencies appointed to the board will:
 - (a) Serve a two-year term commencing on May 1 and biennially selecting new non-voting Board Members to represent Subscribers. A subscriber member agency can serve two terms if selected by Committee.

- (b) Provide notification to the Executive Board Chair or Executive Director if unable to attend a meeting.
 - (c) Address any issues brought forward by the Executive Board Chair.
- iv) Recommend to the Alliance Executive Board that an agency's membership level be changed in accordance with the provisions of Section 6 and 7 of these Policies, Member Eligibility and Responsibilities.
- v) Responsible to the Alliance Executive Director and Executive Board for the overall development and management of the MyBuildingPermit program and related activities.
- vi) Provide oversight and guidance for the MyBuildingPermit program provided for in these Policies, the Alliance Interlocal Agreement, and Subscriber Agreements and adopted Committee operational policies. The Committee's management responsibilities shall include, but are not limited to:
 - (1) Establishing operational policies and practices as needed to support these duties and responsibilities.
 - (2) Providing budget and member agency fee recommendations to the Executive Director and the Alliance Executive Board.
 - (3) Developing and/or approving technical and informational content changes to the MyBuildingPermit web site and other MyBuildingPermit published materials such as technical tips sheets.
 - (4) Participating in and providing oversight of significant MyBuildingPermit projects in conjunction with Alliance and other technical resource staff.
 - (5) Working with the Executive Director to produce an annual report and forthcoming year work plan for presentation and approval by the Executive Board.
 - (6) Monitoring the performance of MyBuildingPermit systems and processes and making adjustments or recommendations as needed.
 - (7) Creating and overseeing MyBuildingPermit sub-committees including:
 - (a) Developing and approving sub-committee charters that provide policy and operational direction for the sub-committees.
 - (b) Assigning a Committee member as a liaison for each sub-committee.
 - (c) Monitoring, coordinating and managing sub-committee work programs and determining appropriate actions to institute recommendations or resolve issues.

(d) Reviewing and providing guidance on sub-committee annual charter and work plan.

g) Individual Committee Members Duties and Responsibilities:

i) Regularly attend Committee and sub-committee meetings and follow through on MyBuildingPermit work commitments.

(1) Attendance may be in person or via electronic means, including, but not limited to video or phone conferencing.

ii) Notify the Committee chair in advance of an absence.

iii) Represent the interests and legal obligations of his or her agency with respect to the agency's development services functions.

iv) Assist in the coordination of development services functions with and in support of the interests of adjunct development services functions/agencies such as fire districts, utility districts and other agencies which have authority for specific aspects of the development review process.

v) Positively contribute to the MyBuildingPermit program by participating on the Committee and working sub-committees, serving as a Committee officer, and performing other necessary Committee-related duties.

6. Member Agency Eligibility

a) MyBuildingPermit Subscriber Member Eligibility — Any governmental or quasi-governmental agency or jurisdiction located or operating in Washington State that provides development review and permitting function may become a MyBuildingPermit member agency upon approval by the Executive Board.

b) Eligibility may be delayed and/or restricted to meet Alliance and MyBuildingPermit business objectives and constraints including, but not limited to;

i) Available budget and/or staff resources.

ii) Geographic proximity of the requesting agency.

iii) MyBuildingPermit work load and/or regional implementation priorities.

c) The Committee recognizes that some new member agencies will be faced with additional challenges to joining MyBuildingPermit. These challenges may include, but are not limited to, limited technical support, no or limited functionality of back-end permit systems, limited development services revenue levels and limited availability of business staff. At the same time the Committee recognizes that the greater community will benefit from regional inclusion of interested agencies. The committee may make

reasonable efforts to include cities and agencies when membership aligns with MyBuildingPermit work plans, priorities and goals.

7. Member Agency Responsibilities

- a) MyBuildingPermit Participation Levels –There are two levels of MyBuildingPermit members; Active and Non-active.
 - i) Active member agencies are required to regularly contribute to the management and operation of MyBuildingPermit through participation on the Management Committee and sub-committees.
 - (1) Active member agencies must commit to sending a representative to each regular Management Committee meeting. This representative must be appointed by the member agency's executive and have the authority to vote on behalf of the member agency.
 - (2) Active member agencies must make a good faith effort to send a representative to as many standing sub-committee meetings as possible with a minimum of one sub-committee for every six development services employees. Attendance may be in person or via electronic means, including, but not limited to video or phone conferencing.
 - ii) Non-active member agencies are not required to participate on the committees. Non-active member agencies agree to accept decisions and direction of the Committee.
- b) Member Agencies agree to:
 - i) Utilize all MyBuildingPermit development services code interpretations, standards, and other relevant materials adopted by the Committee within 30 days of becoming a member. Exceptions may be granted by the Committee where adopted resolutions or ordinances conflict with MyBuildingPermit materials, provided the jurisdiction makes a good faith effort to align said resolutions or ordinances with the MyBuildingPermit interpretations and standards in a timely fashion.
 - ii) Begin implementation of MBP permit status, MBP inspection scheduling and MBP over-the-counter (OTC) permits within one year of becoming a member or one year from the time that new functionality becomes available. This requirement may be waived by the Committee if implementation is not technically and/or economically feasible. See Section 8, MyBuildingPermit Core Business Requirements for additional information.
 - iii) Begin implementation of MBP online permits that require plan review within three years of becoming a member agency or within three years after new functionality becomes available. This requirement may be waived by the Committee if implementation is not technically and/or economically feasible.

iv) Support the effort to adopt a common building code adoption ordinance.

8. MyBuildingPermit Core Business Requirements

- a) Utilize all MyBuildingPermit code interpretations, tip sheets, and other agreed-upon materials.
- b) Agree to and utilize all modules of the MyBuildingPermit web portal as described in section 6.b above.
- c) Regularly maintain and update agency content, hyperlinks, fees, permit types and other configurable content.
- d) Monitor and manage documents and communications with applicants through the MyBuildingPermit applicant and staff web portals.

9. Amendment of Administrative Policies

- a) Amendments and changes to the Policies must first be approved by the Committee and then forwarded to the Executive Director for review and to the Executive Board for final adoption.

10. MyBuildingPermit Budget and Membership Fee Schedule

- a) The MyBuildingPermit budget and membership fee schedule shall be updated and established each year as part of the Alliance budget adoption or budget update process by the Executive Board. The Committee will provide a budget and fee recommendation which will be reviewed as part of the Executive Director's budget recommendation process for the Executive Board.

11. Authorities

- a) The Executive Board is the governing body of the eCityGov Alliance and as such has final authority for the establishing and monitoring of this Policy.
- b) The Executive Director and Committee are responsible for the implementation and administration of this policy.
- c) The Committee may formally adopt exceptions to this Policy that are consistent with Section 4, Vision Statement and Section 5, Goals and Purpose provided that said exceptions do not adversely impact MyBuildingPermit revenue and/or support resources. Adopted exceptions shall be reported to the Executive Board through the regular program reports.



March 3, 2020

City of Auburn
Jason Krum, Department of Community Development
25 West Main Street
Auburn, WA 98001

RE: MyBuildingPermit.com

Dear Mr. Krum,

On behalf of the nearly 2900 members of the Master Builders Association of King and Snohomish Counties (MBAKS), I'm writing in support of the City's efforts to bring permitting online through MyBuildingPermit.com and the associated fee on permits to fund and utilize the technology enhancements.

The residential construction industry continues to realize cost savings from municipal investments in technologies to streamline the permitting process and offer online services. Through this investment, the homebuilding industry and the City will benefit from:

- Reduced costs and time savings associated with the management and production of large volumes of paper documents and plan sets
- Fewer visits to City Hall
- Streamlined review and issuance process
- Regional consistency and simplicity for applicants

Online permitting will save both time and resources for the City as well as applicants. However, these high value customer enhancements do not come without costs. After consideration and review, MBAKS is pleased to support a 3%-5% permit fee to build and maintain the program within a timely manner.

Thank you for the opportunity to comment and provide support. If you have any questions, please feel free to contact me at 425.460.8240.

Sincerely,



Jennifer Anderson
Government Affairs Manager, King County

Cc: Jeff Tate, Community Development Director