City Council Meeting
June 17, 2024 - 7:00 PM
City Hall Council Chambers
AGENDA
Watch the meeting LIVE!

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

I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

   The Auburn City Council Meeting scheduled for Monday June 17, 2024 at 7:00 p.m. will be held in person and virtually.

   Virtual Participation Link:

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

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

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

   Telephone: 253 205 0468
   Toll Free: 888 475 4499
   Zoom: https://us06web.zoom.us/j/89349197944

A. **Pledge of Allegiance**

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Juneteenth

   Mayor Backus to proclaim June 19, 2024 as "Juneteenth" in the City of Auburn

B. Goodwill Ambassadors

   Mayor Backus to proclaim the designation of Maddy Lindsay, Miss Auburn 2024

and Maddie McCarthy, Miss Auburn's Teen 2024, as Goodwill Ambassadors

VI. AGENDA MODIFICATIONS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Zayo Group, LLC Franchise Agreement No. FRN22-0003 (Gaub)

   City Council to conduct a Public Hearing to consider Franchise Agreement No. FRN22-0003 for Zayo Group, LLC

2. Public Hearing for 2025-2030 Transportation Improvement Program (Gaub)

   City Council to conduct a Public Hearing to consider the 2025-2030 Transportation Improvement Program

B. Audience Participation

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

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

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

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

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

   Email written comments to:
   publiccomment@auburnwa.gov

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

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

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

IX. CONSENT AGENDA

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

A. Minutes of the June 3, 2024, City Council Meeting

B. Minutes of the June 10, 2024, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated June 12, 2024 which includes voucher number 476123 through voucher 476316, in the amount of $5,092,327.71, twelve electronic fund transfers in the amount of $5,016.25, and ten wire transfers in the amount of $1,058,719.54

D. Payroll Voucher (Thomas)

Payroll check numbers 539590 through 539593 in the amount of $85,772.02, electronic deposit transmissions in the amount of $2,840,441.69, a special payroll for Sergeant Comp Payout with electronic deposit transmission in the amount of $19,766.28 for a grand total of $2,945,979.99 for the period covering May 30, 2024 to June 12, 2024

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

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. RESOLUTIONS

A. Resolution No. 5768 (Gaub)

A Resolution approving and adopting the 2025-2030 Transportation Improvement Program of the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5768.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

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

A. **From the Council**

B. **From the Mayor**

XIV. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website

(http://www.auburnwa.gov), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for Zayo Group, LLC Franchise Agreement No. FRN22-0003 (Gaub)

Date:
May 24, 2024

Department:
Public Works

Attachments:
Draft Ordinance No. 6942

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

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN22-0003 for Zayo Group, LLC for a Wireline Telecommunications Franchise.

Background for Motion:

Background Summary:

Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a franchise agreement. Franchise Agreement No. FRN22-0003 for Zayo Group, LLC will allow Zayo to continue to operate their existing fiber optic telecommunications facilities within the City's public way.

The date of the Public Hearing was set by consent on May 20, 2024.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: June 17, 2024
Item Number: PH.1

ORDINANCE NO. 6942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ZAYO GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS.

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

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

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

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

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020 (as it exists on the effective date of this Franchise per Section 5), the definitions in this Franchise shall govern to the extent of such conflict.

A. "ACC" means the Auburn City Code.

B. "Franchisee's Facilities" means fiber optic and broadband communications infrastructure constructed and operated within the public ways, including but not limited to all cables, wires, conduits, ducts, poles, surface location markers, anchors, manholes, handholes, vaults, pedestals, splice boxes, appurtenances, and any associated converter equipment or other items necessary for the provisioning of Telecommunications Services, as defined in RCW 35.99.010(7), which are located in the Franchise Area.

Franchisee's Facilities does not include non-wireline infrastructure used to propagate the radio-frequency, microwave, or other over-the-air cellular signals that are necessary to provide personal wireless services, including antennas, radios, meters, or other related equipment, as well as antenna support structures, equipment cabinets or enclosures, attachments and related appurtenances associated with wireless telecommunications facilities. Franchisee's Facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's Facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate Franchise Agreement or agreement.

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

Section 2. Grant of Right to Use Franchise Area

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

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

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

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise

Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, public ways, or property. Subject to and in accordance with all applicable laws, this Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

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

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

H. The Franchisee agrees to provide the City with complete contact information for any client, lessee, sub-lessee, customer, or other entity who will use the Franchisee Facilities to provide services to their clients and customers either inside or outside the City limits and who either (1) has its facilities within the Franchisee Facilities, or (2) has authority to physically operate, control, or access Franchisee Facilities. Such contact information shall be provided to the City a minimum of sixty (60) days prior to the start of such anticipated use so that the City may determine if Franchisee's client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City prior to such use. If the client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City, then the Franchisee shall not allow use, control, access, or otherwise provide services to such entity until the required franchise agreement has been obtained.

1. If the Franchisee's client, lessee, sub-lessee, or other entity is only using Franchisee's bandwidth or capacity (whether lit or dark) and does not physically occupy space within the Franchisee Facilities, or have authority to physically operate, control, or access Franchisee Facilities, then Section 2.H. will not apply.

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the receiving party. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification to the Franchisee. Emergency notification to the City shall be pursuant to Section 8.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn
25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010
rowusepermit@auburnwa.gov

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

Franchisee: Zayo Group, LLC
Attn: Legal -- Underlying Rights
1401 Wynkoop Street, Suite 500
Denver, CO 80202
legal@zayo.com
Telephone: (866) 364-6033

with a copy to: Zayo Group, LLC
Attn: Legal -- Underlying Rights
1821 30th Street, Unit A
Boulder, CO 80301
legal@zayo.com

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may

contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee:

Network Operations Center & Repair
Zayo Group, LLC
(888) 404 9296
zayoncc@zayo.com

Section 4. Term of Agreement

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

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

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

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

Section 6. Construction and Maintenance

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

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

C. Subject to and in accordance with all applicable laws, the City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW, as well as Section 11 of this Agreement.

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

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

Section 7. Repair and Restorations

A. If the City Engineer determines that Franchisee Facilities or Franchisee's construction, maintenance, repair, relocation, or replacement of Franchisee Facilities within the Franchise Area is the cause of damage, degradation, failure, or substandard condition of a Street during the term of this Franchise the City will notify Franchisee in writing and Franchisee will repair or replace the subject Street in accordance with City Engineering Design and Construction Standards and subject to applicable permits, within ninety (90) calendar days of the City's notification unless granted additional time by the City Engineer. If the City determines the subject Street condition poses an immediate threat to health, safety, vital traffic operations, property, or critical areas, Section 8 shall apply.

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

Section 8. Emergency Repair Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences (unless advance notice is not practical), and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work, but only to the extent that the need to perform such work was caused by Franchisee or Franchisee Facilities, as determined by the City Engineer.

Section 9. Damages to City and Third-Party Property

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

Section 10. Location Preference

A. Any structure, equipment, appurtenance, or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of

Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. When constructing new Franchisee Facilities, or replacing or reconstructing Franchisee Facilities, Franchisee shall maintain minimum underground separation requirements from all City water, sanitary sewer, and storm water facilities in accordance with the City Engineering Design and Construction Standards; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the Franchise Area, will develop and follow the City's determination of guidelines and procedures for determining specific utility locations, subject additionally to this Franchise Agreement.

Section 11. Relocation of Franchisee Facilities

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

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

Section 12. Abandonment and or Removal of Franchisee Facilities

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

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

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

Section 13. Undergrounding

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

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

Section 14. Franchisee Information

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

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

Section 15. Indemnification and Hold Harmless

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

Section 16. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate.

6. Franchisee may satisfy the basic coverage limits required by this Agreement through any combination of primary, excess, or umbrella insurance policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

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

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

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Agreement. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the

insurance requirements of this Agreement. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

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

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

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

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

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars ($50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs,

compensation or indemnification of third parties, and the cost of removal or abandonment of Franchisee's Facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

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

B. This Franchise will not be leased, assigned, or otherwise alienated without the express prior consent of the City by ordinance.

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

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

E. Work performed by independent contractors is subject to the same provisions, conditions, regulations, and requirements contained in this Franchise (including the requirements in Section 15 of this Franchise) as if the work were performed by Franchisee. Franchisee shall ensure that all such work is performed in compliance with this Franchise and all other applicable laws. It is Franchisee's responsibility to ensure that its contractors performing work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable laws

governing the work performed by them.

Section 19. Dispute Resolution

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

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

Section 20. Enforcement and Remedies

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

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

Section 21. Compliance with Laws and Regulations

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

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

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

Section 22. License, Tax and Other Charges

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

Section 23. Consequential Damages Limitation

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

Section 24. Severability

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

Section 25. Titles

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

Section 26. Implementation

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

Section 27. Entire Agreement

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

Section 28. Effective Date.

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

INTRODUCED: _____
PASSED: _____
APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM

_____
Doug Ruth, Acting City Attorney

PUBLISHED: _____

EXHIBIT “A”

STATEMENT OF ACCEPTANCE

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

Franchisee Name_____
Address_____
City, State, Zip_____

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

_____
Signature

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

MY COMMISSION EXPIRES: _____

DRAFT

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for 2025-2030 Transportation Improvement Program (Gaub)

Date:
June 11, 2024

Department:
Public Works

Attachments:
No Attachments Available

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

Administrative Recommendation:

City Council to hold a Public Hearing in consideration of the 2025-2030 Transportation Improvement Program. See Resolution No. 5768 for further action on this item.

Background for Motion:

Background Summary:

The Transportation Improvement Program (TIP) is a multiyear planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements. The projects and programs identified in the TIP that increase the capacity of the transportation system or support mode, shifts to reduce vehicle capacity needs, to address growth and development, and provide the basis for the City's transportation impact fee program. The TIP also serves as the City's finance plan for projects and programs funded by the City's Transportation Benefit District.

RCW 35.77.010 requires that the TIP is amended by June 30 each year.

The date of the Public Hearing was set by consent on June 3, 2024.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: June 17, 2024
Item Number: PH.2

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the June 3, 2024, City Council Meeting

Date:
June 11, 2024

Department:
City Council

Attachments:
06-03-2024 Minutes

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: June 17, 2024

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **June 3, 2024 - 7:00 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

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

IV. Roll Call

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

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Equity and Inclusion Brenda Goodson-Moore, Director of Human Resources and Risk Management Candis Martinson, Director of Innovation and Technology David Travis, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. LGBTQIA+ Pride Month

Mayor Backus read and proclaimed June 2024 as LGBTQIA+ Pride Month in the City of Auburn.

Taffy Johnson, Executive Director of Utopia Washington and Ebo Barton, Commissioner from the Washington State LGBTQ Commission accepted

the proclamation. They thanked the Mayor and Council for their support and recognition of the LGBTQIA+ Community.

B. Ride Transit Month

Mayor Backus read and proclaimed June 2024 as "Ride Transit Month" in the City of Auburn.

Nathan BeVelle, Community Development Supervisor for Pierce Transit accepted the proclamation and thanked the Mayor and Council for their support.

VI. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

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

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

Linda Redmond, Auburn
Linda expressed their concerns with Pride Month and education in schools.

Virginia Haugen, Auburn
Virginia expressed their concerns with traffic on R Street SE.

B. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

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

1. Finance Ad Hoc Committee (Chair Baldwin)

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

IX. CONSENT AGENDA

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

A. Minutes of the May 20, 2024, City Council Meeting

B. Minutes of the May 28, 2024, Study Session Meeting

C. Setting the date for Public Hearing for the 2025-2030 Transportation Improvement Program (Gaub)

City Council to set the date for a Public Hearing for the 2025-2030 Transportation Improvement Plan

D. Claims Vouchers (Thomas)

Claims voucher list dated May 29, 2024 which includes voucher number 475997 through voucher 476122, in the amount of $4,372,668.17, nine electronic fund transfers in the amount of $1,411.26, and three wire transfers in the amount of $843,645.53

E. Payroll Voucher (Thomas)

Payroll check numbers 539589 through 539589 in the amount of $631,177.44, electronic deposit transmissions in the amount of $2,551,260.42, a special payroll for Police Commissioned Comp Payout with electronic deposit transmission in the amount of $20,128.25 for a grand total of $3,202,566.11 for the period covering May 16, 2024 to May 29, 2024

Councilmember Trout-Manuel moved and Councilmember Amer seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. RESOLUTIONS

A. Resolution No. 5769 (Gaub)

A Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and King County related to the RapidRide I-Line Project

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to adopt Resolution No. 5769.

Council expressed their pleasure in moving this project forward.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5770 (Gaub)

A Resolution accepting Washington State Department of Ecology grant funds for the purchase of a zero emission street sweeper vehicle

Councilmember T. Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5770.

MOTION CARRIED UNANIMOUSLY. 6-0

XIII. MAYOR AND COUNCILMEMBER REPORTS

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

A. From the Council

Councilmember Amer reported she attended the Memorial Day events, the Good Eggs Breakfast, and the Auburn Farmers Market.

Councilmember Baldwin reported she attended the Memorial Day events, and the Junior Achievement of Washington Annual Cheers to Careers Tasting Festival.

Councilmember Rakes reported she attended the Memorial Day events, Good Eggs Breakfast, Cities and Schools meeting, Junior Achievement of Washington Annual Cheers to Careers Tasting Festival, and the Older Americans Brunch at the Senior Center.

Councilmember Clinton Taylor reported he attended the Memorial Day events.

Councilmember Tracy Taylor reported she attended the Pediatric Interim Care (PIC) Luncheon, Good Eggs Breakfast, Junior Achievement of Washington Annual Cheers to Careers Tasting Festival, Meet Me in the Future event at Pioneer Elementary School, and the Auburn Farmers Market.

Councilmember Trout-Manuel reported she attended the Youth Leadership, Intervention & Change (LINC) meeting, and the Older Americans Brunch at the Senior Center.

B. From the Mayor

Mayor Backus reported she attended a virtual tour of a Crisis Care Center, West Auburn High Schools Free Senior Photos event, the South King County Mayors meeting regarding the Emergency Medical Services (EMS) Levy, 2024 Puget Sound Regional Council General Assembly meeting,

Junior Achievement of Washington Annual Cheers to Careers Tasting Festival, and the King County Regional Homelessness Authority virtual meeting.

XIV. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 7:37 p.m.

APPROVED this 17th day of June 2024.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the June 10, 2024, Study Session Meeting

Date:
June 11, 2024

Department:
City Council

Attachments:
06-10-2024 Minutes

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

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: June 17, 2024

Item Number: CA.B

City Council Study Session Muni Services SFA
June 10, 2024 - 5:30 PM
City Hall Council Chambers
MINUTES

Watch the meeting video

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

I. CALL TO ORDER

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

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

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

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Administration Dana Hinman, Director of Human Resources and Risk Management Candis Martinson, Emergency Management Coordinator Tyler Turner, Airport Manager Tim Mensonides, Right-of-Way Specialist Amber Olds, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

III. AGENDA MODIFICATIONS

The Airport Advisory Board Annual Update was added to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Briefing - Comprehensive Emergency Management Plan (CEMP) (Hinman) (30 Minutes)

Director Hinman and Coordinator Turner provided Council with a presentation on the Comprehensive Emergency Management Plan (CEMP) including the supplies provided to employees for an emergency. They reviewed what the Division of Emergency Management is, the

Emergency Management Program areas, the legislative history of Emergency Management Division, the National Incident Management System (NIMS) Compliance, the City's Emergency Plans, a CEMP snapshot, the role of Council in Emergency Management, the Emergency Operations Center (EOC) makeup and purpose, recent EOC activations, and the 2025 CEMP Update timeline.

Council discussed hiring vacant positions, partnering with the Boeing Firefighters, and Community Emergency Response Team (CERT) Training.

B. REDI Report Out

Councilmember Baldwin provided an update on the Racially Equitable, Diverse Inclusive (REDI) Coalition.

C. Airport Advisory Board Annual Update

Manager Mensonides and Airport Board Chair Andrea Prasses reviewed the 2023 accomplishments, the 2023 Airport Advisory Work Plan, and the 2024 Auburn Airport Day.

Council discussed flights for special needs people, the makeup and purpose of the Airport Advisory Board, and airport safety.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6942 (Gaub) (5 Minutes)

An Ordinance granting to Zayo Group, LLC, a Delaware Limited Liability Company, a Franchise for Wireline Telecommunications

Specialist Olds provided Council with an overview of Ordinance No. 6942 regarding the proposed Zayo Group Franchise Agreement.

VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:24 p.m.

APPROVED this 17th day of June 2024.

_____ _____

LARRY BROWN, DEPUTY MAYOR Shawn Campbell, City Clerk

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)

Date:
June 12, 2024

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:

Background Summary:

Claims voucher list dated June 12, 2024 which includes voucher number 476123 through voucher 476316, in the amount of $5,092,327.71, twelve electronic fund transfers in the amount of $5,016.25, and ten wire transfers in the amount of $1,058,719.54.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: June 17, 2024
Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)

Date:
June 12, 2024

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:

Background Summary:

Payroll check numbers 539590 through 539593 in the amount of $85,772.02, electronic deposit transmissions in the amount of $2,840,441.69, a special payroll for Sergeant Comp Payout with electronic deposit transmission in the amount of $19,766.28 for a grand total of $2,945,979.99 for the period covering May 30, 2024 to June 12, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: June 17, 2024
Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5768 (Gaub)

Date:
June 11, 2024

Department:
Public Works

Attachments:
Resolution No. 5768
2025-2030 Transportation Improvement Program

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

Administrative Recommendation:

City Council to adopt Resolution No. 5768.

Background for Motion:

The Transportation Improvement Program is a multiyear planning document for the development of transportation facilities within the City. RCW 35.77.010 requires it to be amended by June 30 each year.

Background Summary:

The Transportation Improvement Program (TIP) is a multiyear planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements. The projects and programs identified in the TIP that increase the capacity of the transportation system or support mode, shifts to reduce vehicle capacity needs, to address growth and development, and provide the basis for the City's transportation impact fee program. The TIP also serves as the City's finance plan for projects and programs funded by the City's Transportation Benefit District.

RCW 35.77.010 requires that the TIP is amended by June 30 each year.

A summary of the proposed changes was presented at City Council Study Session on May 13, 2024.

Resolution No. 5768 authorizes the adoption of the 2025-2030 Transportation Improvement Program.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: June 17, 2024
Item Number: RES.A

RESOLUTION NO. 5768

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE 2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN

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

WHEREAS, the Transportation Improvement Program is a short-range planning document that is updated every year and shows the funding sources and amounts for transportation improvement projects planned for the next six years; and

WHEREAS, pursuant to the requirements of state law, a public hearing to review the 2025-2030 Transportation Improvement Program for the City of Auburn was held on June 17, 2024, at 7:00 p.m. at the Auburn City Council meeting held both in the Auburn City Hall Council Chambers and virtually, pursuant to notice published in the legal newspaper of the City of Auburn on June 6, 2024.

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

Section 1. The 2025-2030 Comprehensive Transportation Improvement Program is adopted, which will be in substantial conformity with the attached Exhibit "A."

Section 2. The City Engineer of the City of Auburn is authorized to file a certified copy of this Resolution and the 2025-2030 Transportation Improvement Program with the Washington State Department of Transportation.

Section 3. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

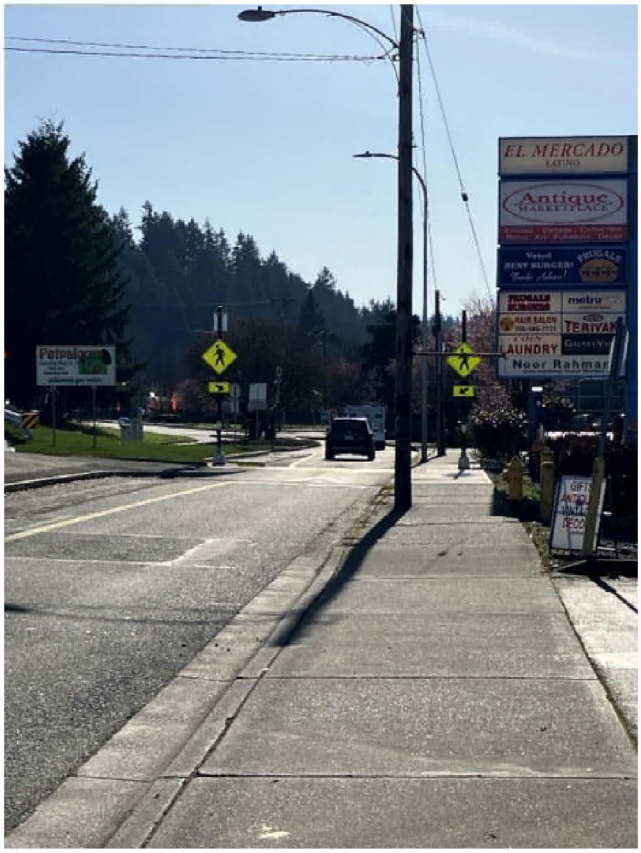
_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Douglas Ruth, Acting City Attorney

CITY OF AUBURN WASHINGTON

2025-2030 Transportation Improvement Program



Public Works Department
Transportation Section
Adopted June 17, 2024 by Resolution No. 5768

Cover Photos: Left: White River Trail Bridge, Right: Auburn Way S Southside Sidewalk

Placeholder for Resolution

Table of Contents

Introduction **1**

Projects & Financing Plan Summary **3**

Summary Charts 4

Intersection, Signal, and ITS Projects **5**

Traffic Signal Replacement Program (TIP# I-1) 5
Annual Traffic Signal Improvement Program (TIP# I-2) 6
ITS Dynamic Message Sign Program (TIP# I-3) 7
Street Lighting Improvement Program (TIP# I-4) 8
Harvey Rd NE/8th St NE Intersection Improvements (TIP# I-5) 9
Downtown Infrastructure Improvement Project (TIP# I-7) 10
Lea Hill ITS Expansion (TIP# I-9) 11
R St SE/21st St SE Roundabout (TIP# I-10) 12
Lea Hill Rd/104th Ave SE Roundabout (TIP# I-12) 13
S 321st St/46th Place S Intersection Improvements (TIP# I-13) 14
SE 304th St/116th Ave SE Roundabout (TIP# I-16) 15

Non-Motorized and Transit Projects **16**

Active Transportation Mode Shift Program (TIP# N-1) 16
Active Transportation – Safety, ADA, and Repair Program (TIP# N-2) 17
Downtown Bike to Transit (10th Street NE/NW) (TIP# N-3) 18
Transit Partnership Routes Program (TIP# N-4) 19
1st St NE/NW Division St Pedestrian Improvements (TIP# N-5) 20

Preservation Projects **21**

Arterial Preservation Program (TIP# P-1) 21
Local Street Preservation Program (TIP# P-2) 22
Bridge Preservation Program (TIP# P-3) 23
Annual Channelization and Pavement Markings (TIP# P-4) 24
Lake Tapps Pkwy SE Preservation (Sumner Tapps to 182nd Ave E) (TIP# P-6) 25
C St SW Preservation (GSA Signal to Ellingson Rd) (TIP# P-7) 26
A Street SE Preservation (17th St SE to 37th St SE) (TIP# P-8) 27
2026 Local Street Preservation Project (TIP# P-9) 28
A St SE Preservation (37th St to Lakeland Hills Way) (TIP# P-10) 29
2025 Local Street Preservation Project (TIP# P-17) 30

Roadway Projects **31**

Neighborhood Traffic safety Program (TIP# R-1) 31
Stewart Road (Lake Tapps Parkway Corridor) (TIP# R-2) 32
M St Underpass (3rd St SE to 8th St SE) (TIP# R-3) 33
Auburn Wy S Widening (Hemlock St SE to Poplar St SE) (TIP# R-6) 34
M St NE Widening (E Main St to 4th St NE) (TIP# R-7) 35
49th St NE (Auburn Wy N to D St NE) (TIP# R-8) 36
R Street SE Widening (22nd St SE to 33rd St SE) (TIP# R-13) 37
E Valley Hwy Widening (TIP# R-26) 38

Preliminary Engineering and Miscellaneous Projects **39**

S 277th St Improvements (TIP# S-2) 39

Introduction

Purpose

The TIP is a 6-year planning tool for the development of transportation facilities within the City and sets priorities for the allocation of funds. State law requires the City to prepare and adopt the TIP and it is a prerequisite of most grant programs. The City also uses the TIP to coordinate future transportation projects with needed City utility improvements. The projects and programs identified in the TIP that increase the capacity of the transportation system or support mode shifts to reduce vehicle capacity needs, to address growth and development, provide the basis for the City's transportation impact fee program.

Statutory Requirements

Six Year Transportation Improvement Program - RCW 35.77.010 requires that each City prepare and adopt a comprehensive transportation improvement program for the ensuing six calendar years consistent with its Comprehensive Transportation Plan (CTP). This six-year TIP shall be filed with the Secretary of the Washington State Department of Transportation (WSDOT) each year within 30 days of adoption.

Projects of Regional Significance - RCW 35.77.010 also requires each city to specifically identify those projects and programs of regional significance for inclusion in the transportation improvement program for that region. The 2025-2030 TIP includes three projects of regional significance:

TIP Project Number	Project Title
TIP# R-6	AWS Widening (Hemlock to Poplar)
TIP# R-7	M St NE Widening (E Main St to 4th St NE)
TIP# R-26	E Valley Highway Widening

Transportation Benefit District (TBD) – RCW 36.73.160 requires that the City established a material change policy to address major plan changes that affect project delivery or the ability to finance the plan. The City established its plan with the adoption of Resolution 5680. The plan requires that projects with TBD funding are:

1. Included in the TIP.
2. The TIP shall serve as the City's finance plan for TBD funded projects.
3. In the event the costs of a TBD funded project exceed the costs established in the TIP by more than twenty percent, the City Council shall hold a public hearing to solicit comments from the public regarding how the cost change should be resolved.

Methodology

Transportation needs are identified by examining current levels of service, safety and crash history, growth trends, traffic studies and the City's adopted CTP. The likelihood of receiving

federal or state grants for various improvements, community interests and values are also considered. All these factors yield a prioritized list of transportation improvements.

Projects are grouped into the following categories based on the type of improvement:

- Intersection, Signal & Intelligent Transportation System Projects
- Non-Motorized & Transit Projects
- Preservation Projects
- Roadway Improvement Projects, and
- Preliminary Engineering & Miscellaneous Projects.

Each project sheet also identifies the type(s) of benefit(s) each project is anticipated to provide to the transportation system consistent with the CTP:

- Asset management
- Operations
- Capacity
- Capacity (Mode Shift)
- Active Transportation
- Safety, and
- Economic development

The TIP is financially constrained for the entire six years covered by the TIP based on anticipated revenue sources and estimated project and program costs. The revenue sources include both secured and un-secured grant funding. Grant funding is competitive and it is unlikely that all grant funding identified in the TIP will be secured. Strategies to address shortfalls in funding include postponing, re-scoping, canceling, and/or pursuing additional or alternative revenue sources such as those available through the Transportation Benefit District.

An interactive map of the projects included in the TIP is available on the City's website: https://tinyurl.com/TIP-Map

Projects & Financing Plan Summary

General Revenues Forecast	
1.0% Utility Tax	$10,800,000
1.5% City Utility Tax	$6,600,000
Photo Enforcement	$4,230,000
State Entitlements - Multimodal Transportation (City)	$715,500
Utility Fund Transfer In	$900,000
Investment and Interest Income	$336,500
Motor Vehicle Fuel Tax (MVFT)	$3,180,000
Subtotal General Transportation Funds	$26,762,000
TIP Expenditures	$26,720,000
General Revenues (Revenues - Expenditures)	**$42,000**

REET 2	
REET2 Transfer In	$5,150,000
TIP Expenditures	$5,150,000
REET2 (Revenues - Expenditures)	**$0**

Traffic Mitigation	
Traffic Mitigation Fees Collected	$150,000
TIP Expenditures	$150,000
Traffic Mitigation (Revenues - Expenditures)	**$0**

Traffic Impact Fees	
Traffic Impact Fees Collected	$18,961,882
TIP Expenditures	$18,963,455
TIF (Revenues - Expenditures)	**-$1,573**

Transportation Benefit District (TBD)	
0.1% Sales Tax	$13,115,000
$20 Car Tabs	
Other Revenue Option 1	
Other Revenue Option 2	
Subtotal Transportation Benefit District Funds	$13,115,000
TIP Expenditures	$13,115,000
TBD (Revenues - Expenditures)	**$0**

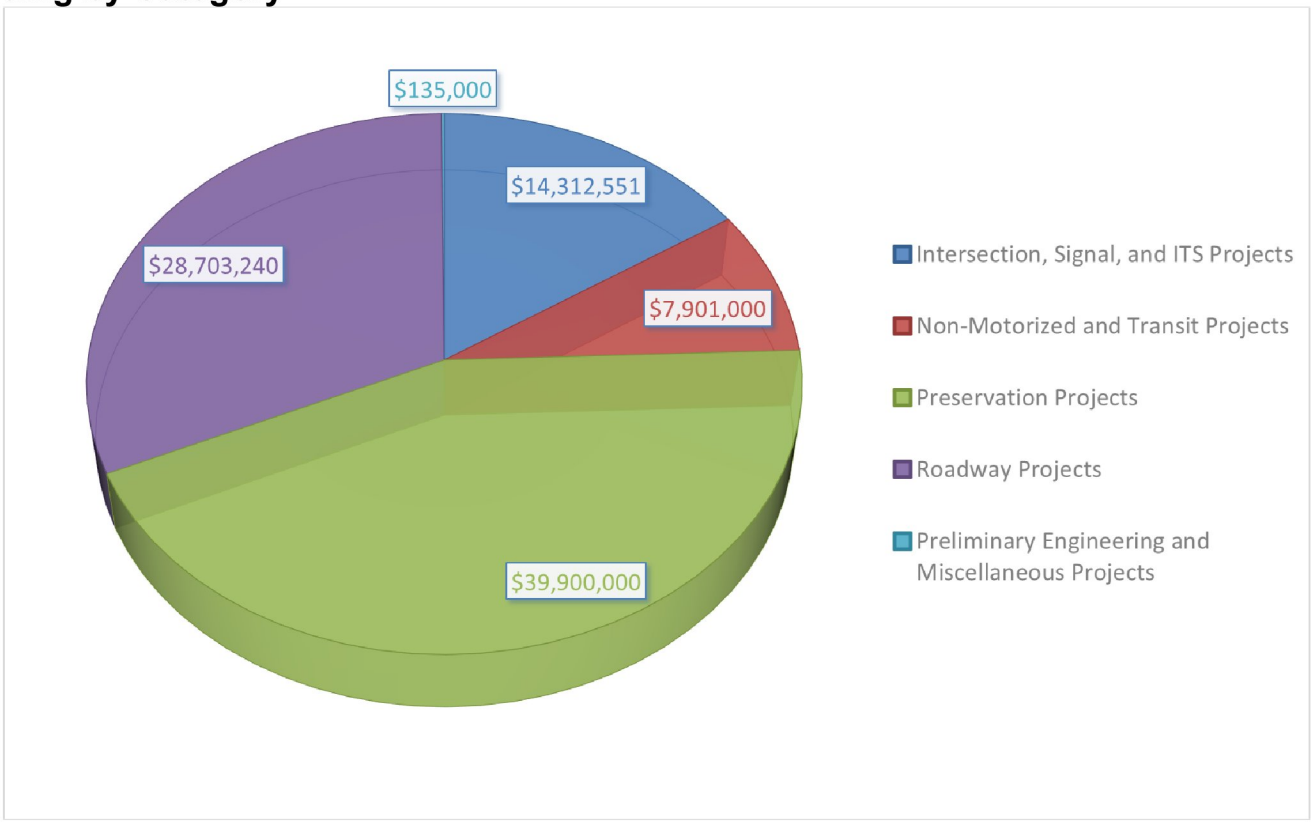
Non-City Funds (Grants)	
Secured Non-City Funds	$4,667,836
Unsecured Non-City Funds	$17,691,000
Non-City Funds	**$22,358,836**

Other Revenues	
Development	$1,262,500
Agency Partnerships	$51,000
Sidewalk Repair Fees	$300,000
Fee-In-Lieu	
Public Works Trust Fund Loan	$0
Subtotal Other Funds	$1,613,500
TIP Expenditures	$1,613,500
Other Revenues (Revenues - Expenditures)	**$0**

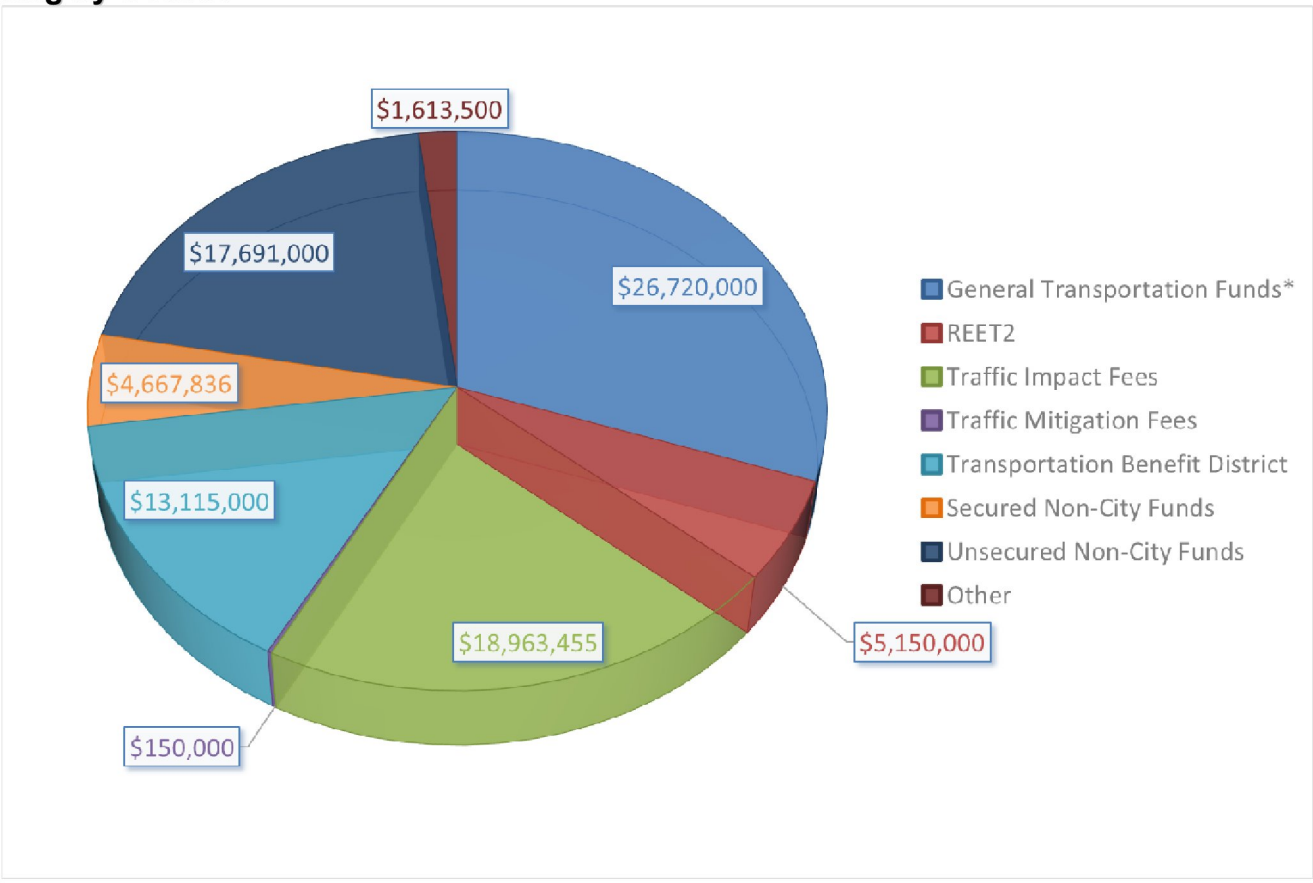
Summary	
Total Revenues	$88,111,218
TIP Expenditures	$88,070,791
TIP (Revenues - Expenditures)	**$40,427**

Summary Charts

Funding by Category



Funding by Source



Project Title:	**Traffic Signal Replacement Program**	**TIP# I-1**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-N/A**

Project Description:
This program will replace the existing traffic signal poles that are approaching the end of their service life, are damaged, or do not meet ADA requirements. The program funds one signal replacement every 4 to 5 years. This program funds stand-alone signal replacement projects and/or signal replacements being included with other projects.

Project Need:
Replacing traffic signals as they approach or are at the end of their service life, is critical to maintaining the City's transportation systems.

Project Status:
This is a new program that will design and construct a replacement signal in 2026/2027 and design another signal replacement in 2030 for construction in 2031.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	2,160,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**2,160,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	620,000
Right of Way	-	-
Construction	-	-
Other	-	1,540,000
Total	**-**	**2,160,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Annual Traffic Signal Improvement Program**	**TIP# I-2**
Project No:	**gcbd07**	
Project Type:	**Asset Management, Operations**	**STIP# AUB-N/A**

Project Description:
The program will replace end of life traffic signal and Intelligent Transportation System (ITS) equipment including cabinets, video detection cameras, field network devices, traffic cameras, battery backup components, and other related equipment. The program also includes minor safety improvements, operations improvements, and accessible pedestrian signal Improvements based on the requirements of the Americans with Disabilities Act (ADA).

Project Need:
The project is needed to maintain and replace existing signal equipment.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2025	2025-2030
Funding Sources:		
General Transportation	-	-
REET2	-	1,200,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non City	-	-
Other	-	-
Total	**-**	**1,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	1,200,000
Other	-	-
Total	**-**	**1,200,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**ITS Dynamic Message Sign Program**	**TIP# I-3**
Project No:	**asbd16**	
Project Type:	**Operations**	**STIP# AUB-N/A**

Project Description:
This program supports the City's Intelligent Transportation Systems (ITS) with the installation of Dynamic Message Signs (DMS) at various locations throughout the City. Dynamic message signs are an important tool for communicating with roadway users in real time. This program funds the design and installation of one DMS every 6-years as either stand-alone projects and/or DMS being included with other projects.

Project Need:
This program funds the placement of dynamic message signs at locations identified in the Comprehensive Transportation Plan to help provide a more resilient and efficient transportation system.

Project Status:
Location prioritization and selection underway. New ITS sign is on East Valley Highway is included in the East Valley Highway Widening project.

Project Funding:

	Prior to 2025	2025-2030
Funding Sources:		
General Transportation	-	270,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non City	-	-
Other	-	-
Total	**-**	**270,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	35,000
Right of Way	-	-
Construction	-	235,000
Other	-	-
Total	**-**	**270,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Street Lighting Improvement Program**	**TIP# I-4**
Project No:	**gcbd09**	
Project Type:	**Operations, Safety**	**STIP# AUB-N/A**

Project Description:
This annual program provides for street lighting projects throughout the City, including converting existing lights to LED and installing additional new street lighting at strategic locations to address specific transportation safety needs.

Project Need:
Converting existing standard street lights to LED supports the reduction of greenhouse gas emissions and can provide more uniform lighting. Adding new street lights can help support transportation safety.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2025	2025-2030
Funding Sources:		
General Transportation	-	-
REET2	-	300,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non City	-	-
Other	-	-
Total	**-**	**300,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	300,000
Other	-	-
Total	**-**	**300,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Harvey Rd NE/8th St NE Intersection Improvements**	**TIP# I-5**
Project No:	**CP0611**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
The project constructed one eastbound through/right turn-lane on 8th St NE to the west of Harvey Rd and modified traffic signals and traffic channelization to accommodate the new lane. The additional lane reduced traffic delays and queuing at the intersection of Harvey Rd and 8th St NE in all directions. This project also reconstructed M St NE from 4th St NE to 8th St NE, a segment of roadway approximately 0.3 miles long with a four-lane cross-section. The reconstruction addressed the existing poor pavement condition and completed sidewalk gaps.

Project Need:
This project addressed roadway capacity needs.

Project Status:
Project was completed in 2010. Ongoing budget is for Public Works Trust Fund Loan debt payments through 2028.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		1,481,648	325,551
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non City		-	-
Other (PWTFL)		1,527,300	-
Total	**3,334,499**	**3,008,948**	**325,551**
Capital Expenditures:			
Pre-Design		-	-
Design		327,500	-
Right of Way		200,400	-
Construction		1,203,900	-
Other		1,277,148	325,551
Total	**3,334,499**	**3,008,948**	**325,551**

Link to Summary

Project Title:	**Downtown Infrastructure Improvement Project**	**TIP# I-7**
Project No:	**CP2321**	
Project Type:	**Asset Management, Operations, Ec. Dev.**	**STIP# AUB-N/A**

Project Description:
This project will design and construct street and utility improvements in the alley along the north side of the Auburn Avenue Theater building, Auburn Avenue from the alley to E Main Street, and on E Main Street from Auburn Ave to the B Street Plaza. The project includes replacing the existing traffic signal at the intersection of E Main St./Auburn Ave., installing decorative overhead street lighting on E Main Street and the B Street Plaza, replacing sidewalks on E Main Street, sewer and water utility main construction, and other work to improve and enhance the project area.

Project Need:
The purpose of this project is to construct infrastructure improvements in the Downtown Auburn that will support existing development and future re-development activities and to replace infrastructure that is at or near the end of its useful service life.

Project Status:
Project design was underway in 2024 with construction planned for 2025.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	1,000,000
REET2		550,000	
Traffic Impact Fees		-	
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non City		-	-
Other (330 ARPA, Re-Vitalization)		2,820,000	-
Total	**4,370,000**	**3,370,000**	**1,000,000**
Capital Expenditures:			
Pre-Design		-	-
Design		540,000	-
Right of Way		-	-
Construction		2,830,000	1,000,000
Other		-	-
Total	**4,370,000**	**3,370,000**	**1,000,000**

Link to Summary

Project Title:	**Lea Hill ITS Expansion**	**TIP# I-9**
Project No:	**TBD**	
Project Type:	**Capacity, Operations**	**STIP# AUB-N/A**

Project Description:
This project will expand the City's Intelligent Transportation System (ITS) by extending new fiberoptic cable east along SE 304th St from 124th Ave SE to the traffic signal at 132nd Ave SE.

Project Need:
This fiberoptic cable extension is identified in the Comprehensive Transportation Plan and is needed to support the City's ITS system as it provides connectivity to school zone beacons on both SE 304th St and 132nd Ave SE, one traffic signal, one battery backup, and ITS cameras.

Project Status:
Project design was underway in 2024 with construction planned for 2025.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		50,000	250,000
Traffic Impact Fees		50,000	250,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non City		-	-
Other		-	-
Total	**600,000**	**100,000**	**500,000**
Capital Expenditures:			
Pre-Design		-	-
Design		100,000	-
Right of Way		-	-
Construction		-	500,000
Other		-	-
Total	**600,000**	**100,000**	**500,000**

Link to Summary

Project Title:	**R Street SE/21st Street SE Roundabout**	**TIP# I-10**
Project No:	**CP2308**	
Project Type:	**Capacity, Safety**	**STIP# AUB-N/A**

Project Description:
The project will construct a single lane roundabout in place of the existing east/west stop-control on 21st Street SE. The project is needed to address an existing LOS deficiency and will improve safety at the intersection.

Project Need:
This project was identified in the R Street Corridor study completed in 2020.The project is needed to address an existing LOS deficiency, and will improve safety at the intersection.

Project Status:
The City was awarded a WSDOT City Safety Grant in 2022 for 100% of the project costs. Project design is underway in 2023/2024, property acquisition (ROW) is anticipated in 2024/2025 with construction in 2025/2026.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		-	200,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		300,000	1,167,000
Unsecured Non City		-	-
Other		-	-
Total	**1,667,000**	**300,000**	**1,367,000**
Capital Expenditures:			
Pre-Design		-	-
Design		185,000	-
Right of Way		115,000	-
Construction		-	1,367,000
Other		-	-
Total	**1,667,000**	**300,000**	**1,367,000**

Link to Summary

Project Title:	**Lea Hill Road/104th Avenue SE Roundabout**	**TIP# I-12**
Project No:	**CP2319**	
Project Type:	**Capacity, Safety, Active Transp.**	**STIP# AUB-79**

Project Description:
This project will replace an existing traffic signal with a single lane roundabout at the intersection of Lea Hill Rd/104th Ave SE. The project will also construct sidewalks on Lea Hill Rd from the intersection to the existing sidewalks west of the intersection at the Green River Bridge and on 104th Ave SE from the intersection to sidewalk on the south side constructed with the Garden Ave project and on the north side to the entrance to the Emerald Point Apartments.

Project Need:
This project was identified in the Lea Hill Corridor Study and is needed to improve traffic operations, access to transit, and safety.

Project Status:
The design phase was started in 2023. Property acquisition (ROW) is anticipated in 2025. Federal grant funding was applied for in 2024 and if awarded, construction would be underway in 2026.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		434,000	477,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		476,000	-
Unsecured Non-City		-	2,138,000
Other		-	-
Total	**3,525,000**	**910,000**	**2,615,000**
Capital Expenditures:			
Pre-Design		-	-
Design		910,000	-
Right of Way		-	100,000
Construction		-	2,515,000
Other		-	-
Total	**3,525,000**	**910,000**	**2,615,000**

Link to Summary

Project Title:	**S 321st Street/46th Place S Intersection Improvement**	**TIP# I-13**
Project No:	**TBD**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
This project is identified by King County in their Transportation Needs Report as Project SW-37. The project will improve the 46th Place S intersection with S 321st Street. The northbound, 46th Place S, approach to the intersection is located within the City of Auburn, S 321st Street and 46th Place to the north are located in unincorporated King County.

Project Need:
The project addresses an existing intersection delay level of service issue and provides capacity for future growth and development.

Project Status:
The City is coordinating with King County on the scope and timing of the project. The City contribution towards the project is assumed to be 25% of the total project cost.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees			850,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City			-
Unsecured Non-City		-	
Other		-	-
Total	**850,000**	**-**	**850,000**
Capital Expenditures:			
Pre-Design		-	-
Design			150,000
Right of Way		-	
Construction		-	700,000
Other		-	-
Total	**850,000**	**-**	**850,000**

Link to Summary

Project Title:	**SE 304th Street/116th Avenue SE Roundabout**	**TIP# I-16**
Project No:	**TBD**	
Project Type:	**Capacity**	**STIP# AUB-NA**

Project Description:
The project will replace the existing north/south stop control with a roundabout, install rectangular rapid flashing beacons at the main crossings, and complete the sidewalk gap on the north side of SE 304th Street to the east of 112th Avenue SE.

Project Need:
This project is needed to address an existing intersection delay level of service deficiency and will provide additional intersection capacity to support future growth and development.

Project Status:
In 2024, development agreements to provide partial funding for this project are in negotiations. The proposed 2025-2030 Capital Facilities Plan shows design starting in 2025, property acquisition (ROW) in 2026 and construction starting in 2027.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		-	-
Traffic Impact Fees		-	2,462,500
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	
Other (Development)		-	1,262,500
Total	**3,725,000**	**-**	**3,725,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	1,200,000
Right of Way		-	325,000
Construction		-	2,200,000
Other		-	-
Total	**3,725,000**	**-**	**3,725,000**

Link to Summary

Project Title:	**Active Transportation Mode Shift Program**	**TIP# N-1**
Project No:	**asbd08**	
Project Type:	**Active Transportation, Capacity (Mode Shift)**	**STIP# AUB-NA**

Project Description:
This program funds active transportation improvements that provide connections to transit and regional active transportation facilities as either stand-alone projects and/or as improvements included with other projects.

Project Need:
This program supports multi-modal level of service policies in the 2024-2044 Comprehensive Transportation Plan. The improvements constructed with this program encourage and support people to walk, bike, and ride transit to reduce overall transpiration system capacity needs (encourage a mode shift from vehicle travel modes to active transportation and transit).

Project Status:
In 2025, 2026, and 2027 this program is providing funding for active transportation improvements included in various other projects.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	-
REET2	-	-
Traffic Impact Fees	-	2,250,000
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**2,250,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	300,000
Right of Way	-	-
Construction	-	1,950,000
Other	-	-
Total	**-**	**2,250,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Active Transportation - Safety, ADA, & Repair Prgm.**	**TIP# N-2**
Project No:	**gcbd01**	
Project Type:	**Active Transportation, Safety**	**STIP# AUB-NA**

Project Description:
This program constructs improvements and repairs throughout the City to address safety and accessibility concerns related to pedestrians and bicyclists. The program replaces damaged sidewalks throughout the City, adds new curb ramps, replaces existing curb ramps that do not meet current American with Disabilities Act (ADA) requirements, and implements other improvements to support pedestrian and bicycle safety. A portion of the program funding is provided by fees collected from residents choosing to pay a fee to the City for replacement of damaged sidewalk sections that they are responsible for (caused by their private trees). Additionally, HUD funds are often (not shown below) transferred into this program to complete accessibility improvements in qualifying neighborhoods.

Project Need:
The program is needed to repair and replace damaged sidewalk facilities, address ADA deficiencies to support the City's ADA Transition Plan, and improve active transportation safety.

Project Status:
Program is on-going. Program is providing funding for the 1st St NE/NW & Division St Pedestrian Improvements project.

Project Funding:

	Prior to 2025*	**2025-2030**
Funding Sources:		
General Transportation	-	600,000
REET2	-	1,375,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other (Fees)	-	300,000
Total	**-**	**2,275,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	400,000
Right of Way	-	-
Construction	-	1,875,000
Other	-	-
Total	**-**	**2,275,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Downtown Bike to Transit (10th St NE/NW)**	**TIP# N-3**
Project No:	**TBD**	
Project Type:	**Active Transportation, Capacity (Mode Shift), Asset Management, Safety**	**STIP# AUB-NA**

Project Description:
This project rechannelize 10th St NE/NW between B St NW and Auburn Way North to convert the existing four-lane cross section to a three lane section incorporating bike lanes and a center two-way left-turn lane. The existing intersection control at the intersection with A Street NE will be revised to remove the east/west stop-control, and install a new north/south crosswalk to the east of the intersection. The new crosswalk will be enhanced with a median island and a Rectangular Rapid Flashing Beacon (RRFB). The existing signal at D Street NE will require modification to match the new roadway cross section. The project will also replace the pavement surface between B Street NW and Auburn Way N.

Project Need:
The project will complete active transportation improvements between A Street NW to Auburn Way N to connect to new high capacity transit service (King County Metro RapidRide I Line), and improves pedestrian access across 10th Street between residential and commercial uses.

Project Status:
WSDOT Ped/Bike Safety grant funding for the project was applied for during Spring 2024. If awarded, project design would start in 2025 and construction would occur in 2026/2027.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	
REET2		-	-
Traffic Impact Fees		-	
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	1,624,000
Other		-	-
Total	**1,624,000**	**-**	**1,624,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	365,000
Right of Way		-	8,000
Construction		-	1,251,000
Other		-	-
Total	**1,624,000**	**-**	**1,624,000**

Link to Summary

Project Title:	**Transit Partnership Routes Program**	**TIP# N-4**
Project No:	**N/A**	
Project Type:	**Capacity (Mode Shift)**	**STIP# AUB-NA**

Project Description:
The Lakeland Hills route, PT497, began in 2009. The route is operated in partnership with King County Metro and Pierce Transit. This program provides Auburn's share of operating costs associated with the Commuter Shuttle (PT497) from the Lakeland Hills neighborhood to Auburn Station per the Interlocal Agreement with King County Metro and Pierce Transit.

Project Need:
The City funds one third of the operating costs of Pierce Transit Route 497 to reduce congestion between Lakeland Hills and Downtown, and reduce parking needs around Auburn Station.

Project Status:
Interlocal agreement renewed in 2020 through 2025.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	1,200,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**1,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	-
Other	-	1,200,000
Total	**-**	**1,200,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**1st St NE/NW & Division St Pedestrian Improvements**	**TIP# N-5**
Project No:	**TBD**	
Project Type:	**Active Transportation, Safety**	**STIP# AUB-76**

Project Description:
The project will implement non-motorized improvements at the 1st Street NE/NW/N Division Street intersections in downtown Auburn. The proposed improvements will create a raised intersection to reduce speeds, and encourage motorists to yield to pedestrians using the crosswalks; add curb bulbs where they are not currently provided to reduce crossing distances and improve pedestrian visibility; construct new ADA complaint ramps; and both pedestrian level and street lighting improvements.

Project Need:
The project will improve non-motorized safety and access at the intersection.

Project Status:
City was awarded a Federal grant in 2022 through PSRC King County Countywide program. Design is scheduled for 2025, with construction in 2026.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	
REET2		-	125,000
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	500,000
Unsecured Non-City		-	-
Other		-	-
Total	**625,000**	**-**	**625,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	100,000
Right of Way		-	-
Construction		-	-
Other		-	525,000
Total	**625,000**	**-**	**625,000**

Link to Summary

Project Title:	**Arterial Preservation Program**	**TIP# P-1**
Project No:	**spbd01**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The program replaces, repairs, and preserves roadway pavement on arterial and collector streets throughout the City as either stand-alone projects and/or as improvements included with other projects. The program upgrades ADA deficient curb ramps and addresses damaged sidewalks that may cause obstructions as required by the City's Engineering Design Standards and the ADA Transition Plan. The program also funds periodic assessment of pavement condition ratings to assist in prioritization and selection of roadways. This program is funded by a 1.5% tax on City Utilities, Grants, and Transportation Benefit District revenues (currently generated by a 0.1% sales tax).

Project Need:
This program supports asset management goals and policies in the Comprehensive Transportation Plan and is needed to efficiently and effectively replace, repair, and maintain the City's roadway pavement.

Project Status:
The program is providing funding for the Lake Tapps Preservation, C St SW Preservation, A St SE Preservation, M St NE Widening, and R St Widening projects. This program also funds the Bridge Street Preservation Program.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	3,541,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	8,285,000
Secured Non-City	-	-
Unsecured Non-City	-	6,749,000
Other	-	-
Total	**-**	**18,575,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	2,786,250
Right of Way	-	-
Construction	-	15,788,750
Other	-	-
Total	**-**	**18,575,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Local Street Preservation Program**	**TIP# P-2**
Project No:	**sobd02**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The program replaces, repairs, and preserves roadway pavement on local streets throughout the City as either stand-alone projects and/or as improvements included with other projects. The program upgrades ADA deficient curb ramps and addresses damaged sidewalks that may cause obstructions as required by the City's Engineering Design Standards and the ADA Transition Plan. The program also funds periodic assessment of pavement condition ratings to assist in prioritization and selection of roadways. This program is funded by a 1% utility tax and an annual contribution from City Utilities.

Project Need:
This program supports asset management goals and policies in the Comprehensive Transportation Plan and is needed to efficiently and effectively replace, repair, and maintain the City's roadway pavement.

Project Status:
The program is providing funding for the 2025 Local Street Preservation and the 2026 Local Street Preservation projects.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	8,050,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	
Total	**-**	**8,050,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	1,207,500
Right of Way	-	-
Construction	-	6,842,500
Other	-	-
Total	**-**	**8,050,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Bridge Preservation Program**	**TIP# P-3**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This program performs annual bridge inspections and load ratings as needed and implements identified maintenance, repairs, and improvements.

Project Need:
This program supports asset management goals and policies in the Comprehensive Transportation Plan and is needed to efficiently and effectively replace, repair, and maintain the City's roadway bridges. Bridge inspections are a regulatory requirement.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	900,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**900,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	150,000
Right of Way	-	
Construction	-	750,000
Other	-	-
Total	**-**	**900,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Annual Channelization and Pavement Markings**	**TIP# P-4**
Project No:	**TBD**	
Project Type:	**Asset Management, Safety**	**STIP# AUB-NA**

Project Description:
The program will refresh pavement markings, both painted and thermoplastic, and reflective pavement markers (RPMs). The program will also fund channelization revisions identified to increase safety of capacity, or accommodate active transportation modes.

Project Need:
Manual of Uniform Traffic Control Devices (MUTCD) requires the City to refresh pavement markings to achieve minimum reflectivity. Refreshing pavement markings supports City safety goals and policies. This program is needed to supplement Maintenance and Operations - Streets pavement marking program to conform with the MUTCD requirements and due to the need to potentially hire private contractors to do this work.

Project Status:
This program was previuosly budgeted as a line item in the Engineering General Fund budget.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	1,200,000
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**1,200,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	1,200,000
Other	-	-
Total	**-**	**1,200,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Lake Tapps Pkwy SE Preservation (Sumner Tapps to ´**	**TIP# P-6**
Project No:	**TBD**	
Project Type:	**Asset Management, Active Transportation**	**STIP# AUB-NA**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay Lake Tapps Parkway E between the Sumner Tapps Hwy E and 182nd Ave E intersections. The project will also upgrade curb ramps to meet ADA requirements, and signal detection at the Sumner Tapps Hwy and 182nd Ave E signals (the 182nd Ave E signal is owned and operated by Pierce County). The project will also rechannelize the roadway to create on-street bike lanes, and install a section of median island and conduits to accommodate the installation of street lighting as part of a future project.

Project Need:
See Arterial Preservation Program.

Project Status:
Federal funding for the construction phase of the project was applied for in 2024 and if awarded, design would start in 2026 and construction would be in 2027.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	835,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	750,000
Other		-	-
Total	**1,585,000**	**-**	**1,585,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	295,000
Right of Way		-	-
Construction		-	1,290,000
Other		-	-
Total	**1,585,000**	**-**	**1,585,000**

Link to Summary

Project Title:	**C St SW Preservation (GSA Signal to Ellingson Rd)**	**TIP# P-7**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay C Street SW from the GSA signal (approximately 2,000 feet to the south of 15th Street SW) to Ellingson Road. The project also includes ADA upgrades to curb ramps and pedestrian push buttons, and replacement vehicle detection.

Project Need:
See Arterial Preservation Program.

Project Status:
Grant funding for the construction phase of this project was awarded in 2022. The design phase will begin in 2025. The NEPA approval process is complete. Property acquisition (ROW) phase is not required and construction is anticipated in 2026. Construction funds must be obligated by June 1, 2026.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		198,000	
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	865,000
Secured Non-City		-	865,000
Unsecured Non-City		-	-
Other		-	-
Total	**1,928,000**	**198,000**	**1,730,000**
Capital Expenditures:			
Pre-Design		-	-
Design		198,000	
Right of Way		-	-
Construction		-	1,730,000
Other		-	-
Total	**1,928,000**	**198,000**	**1,730,000**

Link to Summary

Project Title:	**A Street SE Preservation (17th St SE to 37th St SE)**	**TIP# P-8**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay A Street SE between the 17th Street SE and 37th Street SE. The project scope includes upgrades to ADA curb ramps, and signal detection as needed.

Project Need:
See Arterial Preservation Program.

Project Status:
Arterial patching was completed during 2024 to prepare this section of A Street for this preservation project. Federal funding for the construction phase of the project was applied for in 2024 and if awarded, design would start in late 2025 and construction would be in 2027.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	470,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	965,000
Secured Non-City		-	-
Unsecured Non-City		-	965,000
Other		-	-
Total	**2,400,000**	**-**	**2,400,000**
Capital Expenditures:			
Pre-Design		-	-
Design		-	440,000
Right of Way		-	30,000
Construction		-	1,930,000
Other		-	-
Total	**2,400,000**	**-**	**2,400,000**

Link to Summary

Project Title:	**2026 Local Street Preservation Project**	**TIP# P-9**
Project No:	**TBD**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
The project will reconstruct the pavement, replace ADA ramps as needed, and replace the sidewalk/curb & gutter where damaged on 8th Street SW west of C Street SW, 4th Street SE between Auburn-Black Diamond Road and S Street SE, S Street SE north of 4th Street SE, and J Street SE between Auburn Way S and 17th Street SE. The existing speed cushions on J Street SE will also be replaced.

Project Need:
See Local Street Preservation program.

Project Status:
The design phase was started in 2024, with construction anticipated in 2026.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		525,000	2,200,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	-
Other		-	-
Total	**2,725,000**	**525,000**	**2,200,000**
Capital Expenditures:			
Pre-Design		-	-
Design		525,000	-
Right of Way		-	-
Construction		-	2,200,000
Other		-	-
Total	**2,725,000**	**525,000**	**2,200,000**

Link to Summary

Project Title:	**A St SE Preservation (37th St to Lakeland Hills Way)**	**TIP# P-10**
Project No:	**CP2328**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This project is funded from the City's Arterial Street Preservation Program. The project will grind and overlay A Street SE from 37th Street SE to the intersection with Lakeland Hills Way (the southern paving limit is to the north of the Lakeland Hills intersection which is included in the regional application for East Valley Highway widening). The project limits include a portion of A Street SE which is located in the City of Pacific. Auburn and Pacific are partnering on the project to include this segment as part of the project. The project also includes ADA upgrades to curb ramps, pedestrian push buttons, and replacement of vehicle detection at signalized intersections.

Project Need:
See Arterial Preservation Program.

Project Status:
Grant funding for the construction phase of this project was awarded in 2022. The design phase began in 2023. The NEPA approval process is underway. Property acquisition (ROW) phase is anticipated in 2024 and construction in 2025. Construction funds must be obligated by June 1, 2025.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		210,000	854,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	905,000
Unsecured Non-City		-	-
Other (City of Pacific)		14,000	51,000
Total	**2,034,000**	**224,000**	**1,810,000**
Capital Expenditures:			
Pre-Design		-	-
Design		197,000	-
Right of Way		27,000	-
Construction		-	1,810,000
Other		-	-
Total	**2,034,000**	**224,000**	**1,810,000**

Link to Summary

Project Title:	**2025 Local Street Preservation Project**	**TIP# P-17**
Project No:	**CP2412**	
Project Type:	**Asset Management**	**STIP# AUB-NA**

Project Description:
This project includes the preservation of 33rd Street SE between M Street SE and O Street SE, and O Street SE between 33rd Street SE and 37th Street SE. The project reconstruct the pavement, replace ADA ramps will be upgraded, and sidewalk/curb & gutter will be replaced where damaged. Utility needs for the project include water main replacement on 33rd Street SE and O Street SE, and limited storm upgrades.

Project Need:
See Local Street Preservation program.

Project Status:
The design phase was started in 2024, with construction anticipated in 2025.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		350,000	1,450,000
REET2		-	-
Traffic Impact Fees		-	-
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		-	-
Unsecured Non-City		-	-
Other		-	-
Total	**1,800,000**	**350,000**	**1,450,000**
Capital Expenditures:			
Pre-Design		-	-
Design		350,000	-
Right of Way		-	-
Construction		-	1,450,000
Other		-	-
Total	**1,800,000**	**350,000**	**1,450,000**

Link to Summary

Project Title:	**Neighborhood Traffic Safety Program**	**TIP# R-1**
Project No:	**gcbd06**	
Project Type:	**Safety**	**STIP# AUB-NA**

Project Description:
This program funds standalone projects and/or improvements included in other projects that address transportation safety concerns on neighborhood streets with education, outreach, and physical improvements. The program takes an areawide approach to traffic calming in residential neighborhoods, which includes community outreach and participation, to ensure the improvements are supported by engineering studies and the community. Annual focus areas are selected based on a needs evaluation that considers request history, crash history, number of potential through streets between arterials or collectors, and destinations such as schools, parks, transit stops, and convenience stores.

Project Need:
This program supports safety goals and policies in the Comprehensive Transportation Plan and helps improve safety of transportation systems in neighborhoods.

Project Status:
Program is on-going.

Project Funding:

	Prior to 2025*	2025-2030
Funding Sources:		
General Transportation	-	-
REET2	-	1,500,000
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**1,500,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	225,000
Right of Way	-	-
Construction	-	1,275,000
Other	-	-
Total	**-**	**1,500,000**

* Prior amounts not shown for on-going programs.

Link to Summary

Project Title:	**Stewart Road (Lake Tapps Parkway Corridor)**	**TIP# R-2**
Project No:	**TBD**	
Project Type:	**Capacity**	**STIP# AUB-NA**

Project Description:
This is a City of Sumner project to widen the Stewart Road (Lake Tapps Parkway) Corridor. The project will replace the existing bridge over the White River with a new wider one.

Project Need:
Completion of this corridor widening is expected to significantly relieve traffic congestion in Auburn along the A St SE and C St SW corridors.

Project Status:
The interlocal agreement between Auburn and Sumner was completed in 2023. Construction is programmed to begin in 2024 and take up to 3.5 years. Funding is anticipated to be provided at the completion of the construction phase of the project.

Project Funding:

	Prior to 2025	2025-2030
Funding Sources:		
General Transportation	-	-
REET2	-	-
Traffic Impact Fees	-	-
Traffic Mitigation Fees	-	150,000
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other	-	-
Total	**-**	**150,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	150,000
Other	-	-
Total	**-**	**150,000**

Link to Summary

Project Title:	**M Street Underpass (3rd St SE to 8th St SE)**	**TIP# R-3**
Project No:	**c201a0**	
Project Type:	**Capacity, Safety**	**STIP# AUB-NA**

Project Description:
The project constructed a grade separated railroad crossing of M Street SE at the BNSF Stampede Pass tracks.

Project Need:
The project has improved traffic operations along the M Street SE corridor.

Project Status:
Construction was completed in 2014. The project is now in Public Works Trust Fund Loan (PWTFL) debt repayment through 2041.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	-
REET2		1,140,000	-
Traffic Impact Fees		5,691,424	727,404
Traffic Mitigation Fees		660,000	-
Transportation Benefit District		-	-
Secured Non-City		9,731,904	-
Unsecured Non-City		-	-
Other (PWTFL and Agencies)		6,375,371	-
Total	**24,326,103**	**23,598,699**	**727,404**
Capital Expenditures:			
Pre-Design		-	-
Design		2,688,924	-
Right of Way		3,358,443	-
Construction		16,169,690	-
Other		1,381,642	727,404
Total	**24,326,103**	**23,598,699**	**727,404**

Link to Summary

Project Title:	**Auburn Way S Widening (Hemlock St SE to Poplar St SE)**	**TIP# R-6**
Project No:	**CP1622**	
Project Type:	**Capacity, Safety**	**STIP# AUB-64**

Project Description:
The project will widen Auburn Way S between Hemlock St SE and Poplar St SE to accommodate two lanes in each direction, center turn lane and/or medians to provide access management where feasible, sidewalks, bus pull-outs, street lighting and storm improvements. The project will also add an eastbound turnaround and enhanced pedestrian crossing near Poplar Street SE. The project length is approximately 0.5 miles.

Project Need:
This project was originally identified in the Washington State Department of Transportation's (WSDOT's) 2009 SR164 Corridor Study. The project is needed to provide additional vehicular capacity, transit, and non-motorized facilities on the corridor.

Project Status:
Design and property acquisition underway in 2023/2024. Construction is anticipated to start in 2024. Federal construction funds obligation deadline was extended from June 1, 2024 to June 1, 2025.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		306,840	-
REET2		-	-
Traffic Impact Fees		374,941	450,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	-
Secured Non-City		6,980,913	1,230,836
Unsecured Non-City		-	-
Other (PWTFL)		3,000,000	
Total	**12,343,530**	**10,662,694**	**1,680,836**
Capital Expenditures:			
Pre-Design		-	-
Design		1,700,000	-
Right of Way		1,760,000	-
Construction		7,202,694	1,680,836
Other		-	-
Total	**12,343,530**	**10,662,694**	**1,680,836**

Link to Summary

Project Title:	**M St NE Widening (E Main St to 4th St NE)**	**TIP# R-7**
Project No:	**CP2210**	
Project Type:	**Capacity, Asset Management**	**STIP# AUB-N/A**

Project Description:
This project will add a second northbound lane and rebuild the pavement on M St NE from E Main St to 4th St NE. The project will also replace the traffic signal at E Main St and replace curb ramps to be ADA compliant. This project is partially funded from the City's Arterial Street Preservation Program.

Project Need:
The project is needed to improve traffic operations along the M Street NE corridor, replace pavement that is in very poor condition, and replace the E Main St traffic signal that is nearing end of life.

Project Status:
Project is under design in 2024/25, property acquisition (ROW) in 2025, and construction in 2025/2026.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		1,220,209	950,000
REET2		-	400,000
Traffic Impact Fees		70,000	600,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	2,000,000
Secured Non-City		-	-
Unsecured Non-City		-	-
Other		-	-
Total	5,240,209	**1,290,209**	**3,950,000**
Capital Expenditures:			
Pre-Design		-	-
Design		512,340	-
Right of Way		75,000	-
Construction		702,869	3,950,000
Other		-	-
Total	**5,240,209**	**1,290,209**	**3,950,000**

Link to Summary

Project Title:	**49th Street NE (Auburn Way N to D St NE)**	**TIP# R-8**
Project No:	**CP2211**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
This project will construct the build-out of 49th Street NE between Auburn Way N and D Street NE.

Project Need:
This project is needed to provide vehicular and non-motorized connectivity between Auburn Way N and D Street NE. This project supports access to transit and was identified as part of the Copper Gate Apartments Project.

Project Status:
Design and property acquisition underway in 2023 and 2024.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		535,000	140,000
REET2		-	
Traffic Impact Fees			856,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	
Secured Non-City		-	-
Unsecured Non-City		-	-
Other		-	-
Total	1,531,000	**535,000**	**996,000**
Capital Expenditures:			
Pre-Design		-	-
Design		153,605	-
Right of Way		381,395	71,000
Construction			925,000
Other		-	-
Total	**1,531,000**	**535,000**	**996,000**

Link to Summary

Project Title:	**R Street SE Widening (22nd St SE to 33rd St SE)**	**TIP# R-13**
Project No:	**CP2116**	
Project Type:	**Capacity**	**STIP# AUB-N/A**

Project Description:
The project will construct a second southbound through lane, replace the pavement surface, replace sidewalks, and construct a new separated multi-use trail on R St SE between 22nd St SE and 33rd St SE. The project will also replace the existing traffic signal at 29th St SE, remove the existing pedestrian signal at 31st St and replace it with a full traffic signal at the access to Game Farm Park, and construct utility replacement and improvements.
This project is partially funded from the City's Arterial Street Preservation Program ($1.0M General Transportation Funds) and from the City's Active Transportation Mode Shift Program ($750k of Traffic Impact Fees). Additional traffic impact fees are included to fund vehicle capacity provided by the project.

Project Need:
This project was identified in the R Street Corridor study completed in 2020. The improvements are needed to address existing intersection delay and queuing LOS deficiencies at 29th St SE, provide active transportation facilities that support access to transit and regional trail systems to reduce the need for system vehicle capacity (mode shift), and preserve the existing roadway surface (preservation).

Project Status:
Preliminary design in occurred for this project in 2022/2023 with the R St Preservation Project. Design is underway in 2024/2025 with property acquisition (ROW) anticipated in 2024/2025 and construction 2026/2027.

Project Funding:

		Prior to 2025	2025-2030
Funding Sources:			
General Transportation		-	900,000
REET2		-	-
Traffic Impact Fees		870,000	6,245,000
Traffic Mitigation Fees		-	-
Transportation Benefit District		-	1,000,000
Secured Non-City		-	-
Unsecured Non-City		-	
Other		-	-
Total	**9,015,000**	**870,000**	**8,145,000**
Capital Expenditures:			
Pre-Design		-	-
Design		598,218	85,000
Right of Way		271,782	610,000
Construction		-	7,450,000
Other		-	-
Total	**9,015,000**	**870,000**	**8,145,000**

Link to Summary

Project Title:	**E Valley Highway Widening**	**TIP# R-26**
Project No:	**CP2311**	
Project Type:	**Capacity**	**STIP# AUB-75**

Project Description:
This project will widen E Valley Highway between Lakeland Hills Way and Terrace View Drive SE, approximately 0.6 miles. The roadway will have a four/five lane cross section with a trail connection along the east side. Other project elements include storm improvements, illumination and ITS.

Project Need:
The project will provide congestion relief along the corridor and provide access for non-motorized users. This project was identified as a recommended project in WSDOT's SR167 Master Plan Study.

Project Status:
Grant funding for the design phase of the project was awarded in 2022. Design phase is underway in 2023. Property acquisition (ROW) is anticipated to start in 2025. Grant applications for Federal and State funding for the construction phase were applied for in 2024 and if awarded, construction would start in 2027 or 2028 depending on environmental permitting and ROW timing.

Project Funding:

	Prior to 2025	**2025-2030**
Funding Sources:		
General Transportation	-	-
REET2	-	-
Traffic Impact Fees	189,000	3,135,000
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	1,211,000	-
Unsecured Non-City	-	5,465,000
Other	-	-
Total	**1,400,000**	**8,600,000**
Capital Expenditures:		
Pre-Design	-	-
Design	1,400,000	700,000
Right of Way	-	500,000
Construction	-	7,400,000
Other	-	-
Total	**1,400,000**	**8,600,000**

Link to Summary

Project Title:	**S 277th St Corridor Improvements**	**TIP# S-2**
Project No:	**CP1821**	
Project Type:	**Capacity, Safety, Active Transportation**	**STIP# AUB-NA**

Project Description:
This project will complete the environmental monitoring requirements related to the S 277th St corridor widening project between Auburn Way North and I St NE.

Project Need:
The project is needed to address existing stormwater issues which are impacting the pavement, and reconstruct the roadway.

Project Status:
The 10 year monitoring period began in 2018 after final completion of the construction phase, and will continue through 2028. For the past two years, the mitigation plantings have suffered due to the summer drought conditions. As a result, there has been a significant loss of plantings and replacement is needed to meet performance standards of the wetland mitigation plan. Additional budget for years 2023 – 2025 has been added to replant portions of the site where the loss has occurred and provide temporary irrigation during summer months to promote plant establishment to achieve required plant cover standards.

Project Funding:

	Prior to 2025	**2025-2030**
Funding Sources:		
General Transportation	-	-
REET2	-	-
Traffic Impact Fees	175,080	135,000
Traffic Mitigation Fees	-	-
Transportation Benefit District	-	-
Secured Non-City	-	-
Unsecured Non-City	-	-
Other (Wetland Mitigation Fee)	73,000	-
Total	**248,080**	**135,000**
Capital Expenditures:		
Pre-Design	-	-
Design	-	-
Right of Way	-	-
Construction	-	-
Other (Monitoring)	248,080	135,000
Total	**248,080**	**135,000**

Link to Summary