CITY OF AUBURN WASHINGTON	**City Council Meeting** **June 17, 2019 - 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**

A. **Pledge of Allegiance**

B. **Roll Call**

II. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

A. LGBTQ+ Pride Month Proclamation

Mayor Backus to proclaim June 2019 as "LGBTQ+ Pride Month" in the city of Auburn.

III. **APPOINTMENTS**

IV. **AGENDA MODIFICATIONS**

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

A. **Public Hearings**

1. Public Hearing for Right-of-Way Vacation V1-18 (Gaub)

   City Council to hold a Public Hearing in consideration of Right-of-Way Vacation V1-18.

2. Public Hearing for 2020-2025 Transportation Improvement Plan (Gaub)

   City Council to hold a public hearing in consideration of adoption of the 2020-2025 Transportation Improvement.

B. **Audience Participation**

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

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

VI. **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.

VII. CONSENT AGENDA

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

A. Minutes of the June 3, 2019 Regular Council Meeting

B. Minutes of the May 13, 2019 and June 10, 2019 Study Sessions

C. Claims Vouchers (Coleman)

Claims voucher list dated June 17, 2019 which includes voucher numbers 453989 through 454199 in the amount of $4,980,929.04 and three wire transfers in the amount of $502,375.86.

D. Payroll Vouchers (Coleman)

Payroll check numbers 538477 through 538496 in the amount of $242,613.37, electronic deposit transmissions in the amount of $2,102,351.41 for a grand total of $2,344,964.78 for the period covering 5/30/2019 to 6/12/2019.

E. Setting Public Hearing Date for Franchise Agreement No. FRN19-0012 for Comcast (Gaub)

F. Setting a Public Hearing Date for North Auburn Logistics Water Payback Agreement (Gaub)

G. Public Works Project No. CP1726 (Gaub)

Award Contract No. 19-05, to Rodarte Construction, Inc. on their low bid of $3,101,975.75 plus Washington State sales tax of $113,298.27 for a total contract price of $3,215,274.02 for Project No. CP1726, 2019 Local Street Reconstruction

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. ORDINANCES

A. Ordinance No. 6687 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, approving the vacation of right-of-way in the vicinity of SE 328th Street and 60th Avenue South

(RECOMMENDED ACTION: Move to adopt Ordinance No. 6687.)

XI. RESOLUTIONS

A. Resolution No. 5378 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the dedication of a portion of City-owned property as City right-of-way

(RECOMMENDED ACTION: Move to adopt Resolution No. 5378.)

B. Resolution No. 5432 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, approving and adopting the 2020-2025 Transportation Improvement Program of the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5432.)

C. Resolution No. 5433 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept and expend Federal Grant Funds and execute an agreement with the Washington State Department of Transportation for the Auburn Way South Improvements – Hemlock Street SE to Poplar Street SE

(RECOMMENDED ACTION: Move to adopt Resolution No. 5433.)

D. Resolution No. 5435 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, approving the 2019 Comprehensive Solid Waste Management Plan for the King County Solid Waste System

(RECOMMENDED ACTION: Move to adopt Resolution No. 5435.)

E. Resolution No. 5436 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept additional Federal grant funds to be administered through the Washington State Department of Transportation for CP1819 - A Street SE Preservation Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5436.)

F. Resolution No. 5437 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an interlocal agreement between the City of Auburn and the Auburn School District for mutual aid during emergencies

(RECOMMENDED ACTION: Move to adopt Resolution No. 5437.)

G. Resolution No. 5439 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the City to apply for and, if awarded, to accept and expend grant funds in the amount of up to $2,700,000.00 from the Federal Aviation Administration related to the Auburn Municipal Airport Runway Enhancement Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5439.)

XII. 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**

XIII. **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 Right-of-Way Vacation V1-18 (Gaub)

Date:
May 13, 2019

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 Right-of-Way Vacation V1-18. For further action on this item see Ordinance No. 6687 and Resolution 5378.

Background Summary:

Per Auburn City Code Chapter 12.48 a public hearing shall be held to consider the proposed right-of-way vacation for V1-18 for a 60 foot section of unopened right-of-way in the vicinity SE 328th Street between 58th Avenue South and 60th Avenue South and a 30 foot section of unopened right-of-way in the vicinity of 60th Avenue South north of SE 328th Street. The date of the public hearing was set by Resolution No. 5377 on May 20, 2019.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: PH.1

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Hearing for 2020-2025 Transportation Improvement Plan (Gaub)

Date:
June 10, 2019

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 adoption of the 2020-2025 Transportation Improvement. See Resolution No. 5432 for further action on this item.

Background Summary:

The Six-Year Transportation Improvement Program (TIP) is required to be amended annually as required by RCW 35.77.010 by June 30. The primary importance of the TIP is that, in most instances, projects must be included on the TIP to be eligible for state and federal grant programs. The TIP identifies secured or reasonably expected revenues and expenditures for each of the projects included in the TIP. Typically, projects listed in the first three years of the document are shown as having secured funding while projects in years 4, 5, and 6 can be partially or completely un-funded.

The TIP is a multiyear planning tool and document for the near term 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 acquisition of project funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements.

PRELIMINARY SUMMARY OF PROPOSED AMENDMENTS TO THE TIP

Deletions: The following projects are planned to be removed from the updated TIP:

- TIP N-10: A Street SE Pedestrian Crossing Improvements ($5.55M) – The need and approach for pedestrian connectivity between A Street SE and Skinner Road will be re-evaluated with the A Street SE corridor study (S-5).
- TIP P-3: Arterial Crack Seal ($0.1M) – The scope and funding for this project is being consolidated with the Arterial Street Preservation Program to provide flexibility in street preservation approaches (P-1).

- TIP P-9: A Street SE Preservation (E Main St to 17th St SE) ($1.74M) – Will be completed in 2019
- TIP S-3: A Street SE/Lakeland Hills Way SE Intersection Study ($0.05M) – The scope of this project is proposed to be combined with the A Street SE corridor study (which now becomes S-3).

  TIP S-4: Kersey Way SE Corridor Study ($0.02M) – Pedestrian facilities on Kersey Way will be provided with development activities as they occur. A City project to connect any remaining gaps may be considered in the future.

Additions: The following projects are proposed to be added to the updated TIP:

- TIP R-26: E Valley Highway Widening – The project will complete the build-out of E Valley Hwy between Lakeland Hills Way and Terrace View Drive SE.
- TIP R-27: Lea Hill Road Segment 1A (Harvey Rd/M St NE to 105th Pl SE) – the project is proposed to be split into a Phase A and a Phase B. The scope of Phase A will be to create a new east/west connection between Garden Avenue and 104th Ave SE and cul-de-sac Garden Avenue at 8th Street NE.

Other Modifications:

Other changes proposed to be made as part of the annual update are to revise certain project descriptions, cost estimates, and anticipated funding sources to be more representative of project scopes and available funding sources.

The date of the public hearing was set by consent on June 3, 2019.

Reviewed by Council Committees:

Councilmember:		**Staff:**	Gaub
Meeting Date:	June 17, 2019	Item Number:	PH.2

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the June 3, 2019 Regular Council Meeting

Date:
June 13, 2019

Department:
Administration

Attachments:
06-03-2019 Minutes

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

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: June 17, 2019

Item Number: CA.A

CITY OF AUBURN WASHINGTON	**City Council Meeting** **June 3, 2019 - 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

A. Pledge of Allegiance

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

B. Roll Call

Councilmembers present: Larry Brown, Claude DaCorsi, John Holman and Yolanda Trout-Manuel. Councilmember DaCorsi participated via telephone. Deputy Mayor Bill Peloza and Councilmember Bob Baggett were excused.

Mayor Nancy Backus and the following department directors and staff members were present: City Attorney Steve Gross, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Director of Finance Shelley Coleman, Director of Innovation and Technology David Travis, Police Chief Bill Pierson, Assistant Police Chief Mark Caillier, Police Commander Dan O'Neil, Officer Devin Nelson, Sergeant Brandon Skeen, Officer Brian Anderson Detective David Lind and City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Green River College

Mayor Backus thanked the Phi Theta Kappa Honor Society Chapter at Green River College for their hard work and dedication with cleaning up graffiti in the City of Auburn.

President of Green River College Dr. Suzanne Johnson and Phi Theta Kappa Advisor and Development Specialist for the Green River College Foundation Megan Evans, thanked the Mayor and Council for acknowledging the Phi Theta Kappa Honor Society. Dr. Johnson discussed how the students go out each month to clean and cover up graffiti using supplies provided by the City Code Enforcement division, as

well as supplies that they have raised funds for on their own time.

The students and officers being recognized included: Vice President of Service Kayla Lawrence, 2020 Secretary Justin Hardy, 2020 Vice President of Service Eva O'Neil, 2020 President Radi Akbar and Chapter Members: Vicki Freelund, Jennifer Gile, Samantha Railsback and Minh Anh Huynh.

B. Police Presentation (Pierson)

Chief Pierson presented Officer Devin Nelson with the Lifesaving Award for his efforts and work that saved a mans life after a motorcycle accident.

Chief Pierson presented Sergeant Brandon Skeen, Officer Brian Anderson and Detective David Lind the Medal of Merit for their work and dedication to keeping the residents safe during and after a hostage situation.

III. AGENDA MODIFICATIONS

Mayor Backus added a Presentation for the Green River College students.

IV. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Right-of-Way Vacation V3-18

Mayor Backus opened the public hearing at 7:18 p.m.

Michael Chin with Makenzie Group
Mr. Chin stated he supports the decision of staff and hopes Council will approve the vacation.

There being no one else to speak Mayor Backus closed the public hearing at 7:19 p.m.

B. Audience Participation

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

Mary Miller, 1802 I Street NE, Auburn
Ms. Miller stated people have started setting off fireworks. She reminded people to watch out for the neighborhood pets and to make sure their pets are also licensed.

Bob Zimmerman, 33029 46th Place S, Auburn
Mr. Zimmerman stated the City has recently installed new public art and questioned the safety of that art. Mr. Zimmerman also questioned when the City enforces codes and regulations.

Crystal Fisher, 2805 V Court SE, Auburn
Ms. Fisher stated she received a code violation regarding a basketball hoop in front of her home. She noted many other people in her neighborhood have the same type of basketball hoop. She questioned why her home was singled out.

C. **Correspondence**

There was no correspondence for Council to review.

V. 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 Wales)

Councilmember Wales, chair of the Finance ad hoc committee, report she and Councilmember DaCorsi have reviewed the claims and payroll vouchers described on the Consent Agenda this evening and recommended their approval.

VI. 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, 2019 City Council Meeting

B. Minutes of the May 28, 2019 Study Session

C. Claims Vouchers (Coleman)

Claims voucher list dated June 3, 2019 which includes voucher numbers 453830 through 453831 and voucher 453833 through 453988 in the amount of $2,376,289.13 and four wire transfers in the amount of $778,234.36.

Claims voucher list dated June 3, 2019 which includes voucher number 453832 in the amount of $203,572.32.

D. Payroll Vouchers (Coleman)

Payroll check numbers 538461 through 538476 in the amount of $582,868.89, electronic deposit transmissions in the amount of $2,023,724.74 for a grand total of $2,606,593.63 for the period covering May 16, 2019 to May 29, 2019.

E. Set Public Hearing for the Transportation Improvement Program (TIP) (Gaub)

City Council to set a public hearing for the 2020-2025 Six-Year Transportation Improvement Program (TIP) to be held on June 17th, 2019 during the City Council Meeting.

F. Public Works Project No. CP1804 (Gaub)

City Council to approve Change Order No. 1 in the amount not to exceed $15,000.00 to Contract No. 19-06 for work on Project No. CP1804, Auburn Way North Sidewalk Improvement Project

G. Public Works Project No. CP1819 (Gaub)

City Council to award Contract No. 19-02, to Pivetta Brothers Construction, Inc. on their low bid of $2,246,320.55 plus Washington State sales tax of $43,374.44 for a total contract price of $2,289,694.99 for Project No. CP1819, A Street SE Preservation

Councilmember Wales moved and Councilmember Holman seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 5-0

VII. UNFINISHED BUSINESS

There was no unfinished business.

VIII. NEW BUSINESS

There was no new business.

IX. ORDINANCES

A. Ordinance No. 6715 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, granting to Fatbeam, LLC, a Washington Limited Liability Company, a franchise for telecommunications and related services

Councilmember Holman moved and Councilmember Brown seconded to approve Ordinance No. 6715.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Ordinance No. 6717 (Gaub)

An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way of a portion of B Street SE, South of 2nd Street SE, within the City of Auburn, Washington

Councilmember Brown moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 6717.

MOTION CARRIED UNANIMOUSLY. 5-0

X. RESOLUTIONS

A. Resolution No. 5425 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, declaring a certain parcel of real property as surplus and authorizing the Mayor to execute a Purchase Agreement conveying the property

Councilmember Wales moved and Councilmember Trout-Manuel seconded to approve Resolution No. 5425.

MOTION CARRIED UNANIMOUSLY. 5-0

B. Resolution No 5427 (Martinson)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute and administer an agreement between the City of Auburn and Racial Equity Consulting Group for racial equity training and policy development

Councilmember Trout-Manuel moved and Councilmember Brown seconded to approve Resolution No. 5427.

Councilmember Wales stated there will be a new group of Councilmembers in the next election. She recommended waiting until the new Council has been elected to bring this agreement forward. She indicated the forty hours for training seems excessive, the scope of the agreement is too narrow, that the budget needed for this could be used on other items and stated that the City Attorney, Assistant City Attorney or the HR Director should be able to offer this type of training.

Councilmember Holman read an article from the Auburn Examiner and then stated that the cost of this contract is more important than the small amount of roads that the funds could fix. He believes this contract is a step in the right direction.

Councilmember Brown stated it is time for the Council to take action on this Resolution. He stated racism is not new and that Council needs to act in order to build the type of community the Council and residents of Auburn want.

Councilmember Trout-Manuel stated this is a very important topic and needs to be addressed.

Councilmember DaCorsi thanked Director Martinson for her presentation at the last Council Study Session. He does not believe this agreement goes far enough. He also has a concern regarding the funds required for the agreement and believes this should wait for the full Council to be present before taking any action.

Councilmember Holman moved and Councilmember Brown seconded to postpone Resolution No. 5427 to the July 15, 2019 Council Meeting.

MOTION CARRIED UNANIMOUSLY. 5-0

Mayor Backus stated the title of the agreement is Racial Equity and Implicit Bias. This agreement covers all of the items and concerns that the Councilmembers brought forward. She hopes that when this is brought forward next time the council will move it forward.

C. Resolution No. 5430 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, supporting submitting a countywide ballot proposition to the voters for funding the Medic One/Emergency Medical Services (EMS) levy for the period from January 1, 2020, through December 31, 2025, pursuant to RCW 84.52.069

Councilmember Holman moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5430.

Mayor Backus noted this resolution simply supports the submittal of the item on the ballot.

MOTION CARRIED UNANIMOUSLY. 5-0

XI. 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 Trout-Manuel reported she attended the Regional Law and Justice Committee meeting, met with Laura Westingaurd from Work Source for mock interviews, the dedication of the Crow at Les Gove Park and the opening day of Auburn Farmers Market.

Councilmember DaCorsi thanked the Council for allowing him to attend via phone.

B. From the Mayor

Mayor Backus reported she spoke at the Evan School, attended the electric vehicle ribbon cutting, a memorial for Marie Petersen, the swearing in of two police officers, celebration of the Marshallese 40th Constitution Day celebration, Memorial Day remembrances, the Crow with Fries Landing, an Eagle Scout Ceremony and opening day of the Auburn International Farmers Market.

XII. EXECUTIVE SESSION

1. Executive Session

Mayor Backus recessed into executive session at 8:18 p.m. for 20 minutes pursuant to RCW 42.30.110 (1)(2) for potential litigation. City

Attorney Gross and Chief Pierson attended the executive session.

Mayor Backus reconvened at 8:35 p.m.

XIII. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 8:35 p.m.

APPROVED this 17th day of June, 2019.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the May 13, 2019 and June 10, 2019 Study Sessions

Date:
June 13, 2019

Department:
Administration

Attachments:
05-13-2019 Minutes
06-13-2019 Minutes

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

Administrative Recommendation:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: June 17, 2019

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Study Session PWCD SFA** **May 13, 2019 - 5:30 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Bill Peloza, Councilmember Bob Baggett, John Holman, Yolanda Trout-Manuel and Largo Wales. Councilmembers Larry Brown and Claude DaCorsi were excused.

Mayor Nancy Backus and the following department directors and staff members were present: City Attorney Steve Gross, Director of Public Works Ingrid Gaub, Capital and Construction Engineering Manager Ryan Vondrak, Street Systems Engineer Jai Carter, Right-of-Way Specialist Amber Price, Director of Finance Shelley Coleman, Innovation and Technology Director David Travis, Director of Administration Dana Hinman, Director of Community Development Jeff Tate, Planning Services Manager Jeff Dixon, Planner II Alexandria Teague, Development Services Manager Jason Krum, Director of Parks, Arts and Recreation Daryl Faber, Special Events Coordinator Kjerstin Lange, Cemetery Supervisor Craig Hudson, Police Commander Jamie Douglas and City Clerk Shawn Campbell.

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Junior City Council National League of Cities Presentation (Hinman)

Director Hinman called Junior City Councilmember Jonathan Luanga and Coordinator Lange to present to Council on the Junior City Council's trip to the National League of Cities Conference in Washington DC.

Member Jonathan shared ideas that were presented among the youth at the Conference.

Council discussed what Member Laugga found inspirational at the conference and other issues that the Junior City Council is looking to implement.

Coordinator Lange shared her perspective on the opportunity for the Junior City Council.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. South King Housing and Homelessness Partners (SKHHP) (Coleman)

Director Coleman presented Council with updated materials including Ordinance No. 6719.

Director Coleman explained the City of Auburn will be the administrative agency for South King Housing and Homelessness Patterns (SKHHP). The funds to support the SKHHP employees will come from each member of the partnership and the City of Auburn will need to create a separate fund to pay the SKHHP employees.

Council discussed the employees designated by the interlocal agreement, the physical location of the new staff, the change lines in the budget and services provided to Auburn.

B. Ordinance No 6718 (Gross)

An Ordinance of the City Council of the City of Auburn, Washington, relating to administrative fees, amending Sections 5.10.030 and 13.06.511, and Chapters 20.06, 20.08, and 20.10 of the Auburn City Code

City Attorney Gross explained he would discuss Ordinance No. 6718 and Resolution No. 5424 at the same time. He explained the change would take charges out of the City Code and place them in the Auburn Fee Schedule. Most of the changes are housekeeping items with the exception of the Auburn Municipal Airport proposed change of charging first and last month rent to only charging first months rent.

Deputy Mayor Peloza called for a 5 minute recess at 5:57 p.m. the meeting was reconvened at 6:04 p.m.

C. Resolution No. 5424 (Gross)

A Resolution of the City Council of the City of Auburn, Washington, Amending the City's Fee Schedule

See Item B - Ordinance No. 6718.

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Ordinance No. 6716 (Tate)

An Ordinance of the City Council of the City of Auburn, Washington, relating to a new land use category for emergency wireless communication facilities, amending Sections 18.04.912, 18.31.100, 18.35.030, of the Auburn City Code

Councilmember Baggett presided over the Public Works and Community Development section of the meeting.

Planner Teague provided Council with a presentation of Ordinance No. 6716.

Council discussed the location and height of the tower, comments from the aviation community, the lighting and the esthetics of the tower, concerns for the property owner, dangers of the tower falling on neighboring property and the design standards for a tower.

B. Joint Meeting with Planning Commission

Roundtable discussion between Planning Commission & City Council

Mayor Backus called the Special Meeting to order at 6:31 p.m.

Councilmembers present: Deputy Mayor Bill Peloza, Councilmember Bob Baggett, John Holman, Yolanda Trout-Manuel and Largo Wales. Councilmembers Larry Brown and Claude DaCorsi were excused.

Planning Commission Members present: Chair Judi Roland, Vice Chair Roger Lee, Commissioners Joan Mason, Suil Khanal and Dimitri Moutzouris. Commissioner Phillip Stephens was excused.

Director Tate provided information on the purpose of the Planning Commission.

Commissioners requested information from Council regarding their preference on downtown parking and the process for information dissemination. The Commissioners shared concerns relating to traffic and parking, traffic coming from Lea Hill to the downtown area, safety in the downtown area, traffic on Auburn Way South when there is an event past the Muckleshoot,
shoreline management, critical areas and compressive plan amendments. The Commissioners expressed their appreciation of the Planning Division for the service they provide to the Planning Commission.

Council discussed the transition of the City through the years, parking in downtown, urban density, the fact that expansion falls behind growth and the quality of life for Auburn residents.

Council thanked the Planning Commission for their work and dedication to the City.

The Planning Commission requested to meet more often and thanked the Council for their support.

Vice Chair Baggett called for at 10 minute recess at 7:05 p.m.

The meeting reconvened at 7:15 p.m.

C. Right-of-Way Vacation #V1-18 (Gaub)

Right-of-Way Vacation #V1-18 for Mountain View Cemetery

Director Gaub, Specialist Price and Supervisor Hudson presented Council with the proposed Right-of-Way Vacation V1-18 located at the Mountain View Cemetery.

Council discussed the area of the right of way and the purpose of the right of way.

D. Ordinance No. 6717 (Gaub)

An Ordinance of the City Council of the City of Auburn Washington, vacating right-of-way of a portion of B Street SE, south of 2nd Street SE, within the City of Auburn, Washington

Specialist Price presented Council with Ordinance No. 6717 concerning the proposed Right-of-Way V3-18.

E. Ordinance No. 6715 (Gaub)

An Ordinance of the City Council of the City of Auburn, Washington, granting to Fatbeam, LLC, a Washington Limited Liability Company, a franchise for telecommunications and related services

Specialist Price presented Council with Ordinance No. 6715 regarding a Franchise agreement with Fatbeam LLC for telecommunications services.

Council discussed the similarities with other fiber optic franchise agreements and consideration of requiring access to Fatbeam LLC's fiber optics.

F. Capital Projects Status Report (Gaub)

Manager Vondrak and Engineer Carter presented Council with the Capital Projects Status Report including the active projects, the upcoming construction projects, projects on suspension, and the featured capital project - 2019 sewer repair and replacement project.

Council discussed the technology for the cure in place pipe, the right of way limitations, information to the homeowners, the timeframe for the project and the sidewalk project on Auburn Way South.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

Deputy Mayor presided over the remainder of the meeting.

Mayor Backus requested Council's direction on the time assigned to each item on the Study Session agendas. She stated staff has been asked to estimate the amount of time each item will require including presentation and discussion by Council.

Council discussed the difficulty of requiring a time including Council questions, the times are estimates, times remind Council to be concise, requiring Council wait to ask questions until after the presentation. The consensus of the Council was to have time on the agenda for staff presentations only.

VII. MATRIX

A. Matrix

Council discussed the Matrix, no changes were made.

VIII. ADJOURNMENT

There being no further discussion, the meeting was adjourned at 8:02 p.m.

APPROVED this 17rd day of June, 2019.

_____ _____

BILL PELOZA, 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.

CITY OF AUBURN WASHINGTON	**City Council Study Session Community Wellness Special Focus Area** **June 10, 2019 - 5:30 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

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

A. Roll Call

Councilmembers present: Deputy Mayor Bill Peloza, Bob Baggett, Larry Brown, Claude DaCorsi, John Holman and Yolanda Trout-Manuel. Councilmember Largo Wales was excused.

Mayor Nancy Backus and the following department directors and staff members were present: Assistant City Attorney Kendra Comeau, Director of Public Works Ingrid Gaub, Director of Finance Shelley Coleman, Director of Human Resources and Risk Management Candis Martinson, Innovation and Technology Director David Travis, Customer Care Manager Brenda Goodson-Moore, Solid Waste and Recycling Superior Joan Nelson, Police Chief Bill Pierson and City Clerk Shawn Campbell.

II. ANNOUNCEMENTS REPORTS AND PRESENTATIONS

A. Racial Equity and Implicit Bias Presentation (Martinson) (30 Minutes)

Dr. Alan Spicciati, Superintendent, Auburn School District
Denise Daniels, Assistant Director of Equity, Outreach, and Engagement, Auburn School District

Director Hinman introduced Denise Daniels and Deanna Kilga from the Auburn School District.

Ms. Daniels and Ms. Kilga shared the gaps and challenges the Auburn School District had relating to equitable outcomes for all students. They discussed the outreach to students and families and outcomes achieved. The School District strives to ensure the various data collected is used to make the outcomes and polices support the needs of the students and their families. The School District has developed ways to support staff to better connect with students of color, address barriers to success, work with the equity policy, attend training on systemic racism and have the ability to have conversations about race.

Councilmember Brown talked about acknowledging that often times inequity is not intentional but if people are willing to learn what they don't know and are willing to continue to learn and work on issues it will make Auburn a better community for everyone.

Councilmember DaCorsi asked how the training is implemented and how the school district is measuring success. Ms. Daniels stated she is a trainer and they have also brought in cohorts to supplement their training. She said more children have been eligible to the Advanced Placement classes and the achievement gaps have began to close.

Ms. Daniels stated not everyone is willing to participate but the District's expectation is that everyone will adhere to policy.

Councilmember Baggett asked if they have had any feedback from the families. Ms. Daniels stated there are some parents that are not supportive but for the most part the families are in agreement with the program. She said it is important for this to go beyond the school district. It is important for the student's and families to see this is a value for the whole City.

Councilmember Holman talked about the advantage of having a consultant to help facilitate hard discussions.

Deputy Mayor Peloza asked how involved the School Board is in the training. Ms. Daniels stated the School Board has been involved since the beginning and there are two Board Members on the CORE Team. She emphasized this is not a program, it is a culture shift, a shift in how the School District does business.

Mayor Backus stated there is more than one way start this type of journey. The City needs to start the working on this now to ensure equity for all residents of Auburn. She stated the proposed agreement is not only for training it will also help develop strategies and polices.

Directors shared areas in their departments that they believe would benefit from a review for equity and what it could mean to their department.

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. 2019 Comprehensive Solid Waste Management Plan (Coleman) (20 Minutes)

Director Coleman stated the City will need to pass a resolution adopting the 2019 Comprehensive Solid Waste Management Plan.

Pat McLaughlin from King County stated the 2019 Comprehensive Solid Waste plan was developed with assistance of most cities within King County. He stated this is a pubic/private partnership between the cities, King County and private companies. The Comprehensive Plan is required by Washington State law. He reviewed the steps for the

development and adoption of the plan, the planning elements, the key policy recommendations, and how the plan protects the employees, the public and the environment. He provided Council with a timeline for the final adoption of the Plan.

B. Right-of-Way Vacation #V1-18 (Gaub) (15 Minutes)

Director Gaub and Specialist Price presented Council with Right-of Way Vacation V1-18 at the Mountainview Cemetery. They reviewed why the vacation is being proposed and where the proposed new right-of-way dedication would be located. At this point there has not been a formal application for a development. There have only been informal discussions regarding a development.

Council discussed the value of the property and the steepness of the slope to access the adjacent property. Specialist Price stated since the City owns both properties there would not be a payment for the vacation.

C. Emergency Management Update (Gaub) (15 Minutes)

An update to the City Council from the Emergency Management Division.

Director Hinman introduced Manager Thorson and Specialist Turner from Emergency Management. They provided Council and overview of the Emergency Management Division. The day to day duties, including creating disaster plans, mitigation plans and training. They also help with events, community outreach, training community teams, working with neighboring jurisdictions and school districts to ensure the various entities are ready to work together in an emergencies. One of the current projects is working with the American Red Cross on sheltering management plan and training.

IV. COMMUNITY WELLNESS DISCUSSION ITEMS

A. 2019 Legislative Actions - Housing and Human Services (Tate) (10 Minutes)

A brief overview of key legislation that was passed during the 2019 Washington State Legislative Session.

Councilmember Trout-Manual presided over this section of the meeting.

Director Tate reviewed the new Legislation that affects the City from the last Washington State Legislative Session, including increasing funds for affordable housing, the funds for Affordable and Supportive Housing from the existing Local Sales and Use Tax, changes to the landlord tenant act, extending the rental increase notice requirements, elimination of the temporary assistance period for needy families when they first move into the State and removing restrictions on access to the Working Connections Child Care program.

B. Community Needs Assessment Presentation (Tate) (15 Minutes)

A presentation from Cloudburst Consulting Group on their upcoming effort to conduct an Auburn Community Needs Assessment.

This items was taken after Item III.A on the agenda.

Councilmember Trout-Manuel presided over this item.

Director Tate introduced consultants from Cloud Burst, Joel Warren and Julie McFarland. Mr. Warren explained the role of the consultant in this contract is to help cities plan for future projects and policies using Community Development Block Grant Funds. He explained the scope of the project, including the quantitative analysis, community engagement, integration of the data collected and final documentation that will be presented to the City. The bulk of the project will take place from June to August 2019 with an initial report to Council in September of 2019.

Council encouraged them to reach out to the local non-profits to ensure they look at the data with a diversity focus.

V. OTHER DISCUSSION ITEMS

There were no other discussion items.

VI. NEW BUSINESS

There was no new business.

VII. MATRIX

A. Matrix

Council discussed the Matrix, they requested Item 3 - Emergency Management Training be removed and they discussed the Blue Ribbon Committees request for several resolutions from Council. Mayor Backus stated she would ask staff about the resolutions.

VIII. ADJOURNMENT

There being no further discussion, the meeting was adjourned at 8:27 p.m.

APPROVED this 17th day of June, 2019.

_____ _____

BILL PELOZA, 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 (Coleman)

Date:
June 12, 2019

Department:
Finance

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Claims Vouchers

Background Summary:

Claims voucher list dated June 17, 2019 which includes voucher No. 453989 through 454199, in the amount of $4,980,929.04 and 3 wire transfers in the amount of $502,375.86.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: June 17, 2019

Item Number: CA.C

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Vouchers (Coleman)

Date:
June 12, 2019

Department:
City Council

Attachments:
No Attachments Available

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

Administrative Recommendation:

Approve Payroll Vouchers

Background Summary:

Payroll check numbers 538477 through 538496 in the amount of $242,613.37, electronic deposit transmissions in the amount of $2,102,351.41 for a grand total of $2,344,964.78 for the period covering 5/30/2019 to 6/12/2019.

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: June 17, 2019

Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Setting Public Hearing Date for Franchise Agreement No. FRN19-0012 for Comcast (Gaub)

Date:
June 10, 2019

Department:
Public Works

Attachments:
Draft Resolution No. 5431

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

Administrative Recommendation:

City Council sets the date of the Public Hearing for Franchise Agreement No. FRN19-0012 for Comcast Cable Communications, LLC and Comcast Cable Communications Management, LLC.

Background Summary:

Staff recommends that the City Council set the date of the public hearing for Franchise Agreement No. FRN19-0012 for Comcast Cable Communications, LLC and Comcast Cable Communications Management, LLC for July 15, 2019 at 7:00 pm in Council Chambers.

Chapter 13.36.050 of the Auburn City Code ("ACC") requires City Council to conduct a public hearing prior to granting or denying a Cable Franchise Agreement.

Comcast seeks a 10 year Franchise. Comcast has operated in the City under a franchise since 2002 and as various preceding parent companies since 1978. It has applied to renew its franchise. The new agreement updates terms to comply with current federal law and regulations. Comcast continues to provide three Public, Education, and Government ("PEG") Channels, the equipment for which is paid for by a $.35 per subscriber per month fee. (The City remains responsible for the cost of programming). Comcast continues to provide basic cable services without charge to public entities including schools, libraries, fire stations, and City buildings, It also continues to provide a 30% discount from the Basic Service charge for low-income, disabled, and senior customers.

Draft Resolution No. 5431 Franchise Agreement No. FRN19-0012 is attached as back up documentation.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: CA.E

RESOLUTION NO. 5431

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT BETWEEN THE CITY OF AUBURN AND COMCAST CABLE COMMUNICATIONS, LLC AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A PENNSYLVANIA CORPORATION

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

WHEREAS, the City is authorized by Revised Code of Washington 35A.47.040 and Auburn City Code (ACC) 13.36.010 *et seq*. and ACC 20.06.010 to grant a non-exclusive franchise for the use of public streets, bridges, or other public ways for the transmission and distribution of electrical energy, signals and other methods of communication, including cable telecommunications and cable television; and

WHEREAS, following proper notice, the City Council held a public hearing on Comcast's request for a Franchise, at which time representatives of Comcast and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Comcast.

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

Section 1. The Mayor is authorized to execute a Cable Television Franchise Agreement with Comcast Cable Communications, LLC and Comcast Cable Communications Management, LLC in substantially the same form as the Agreement attached as Exhibit A.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

DRAFT

CABLE FRANCHISE AGREEMENT
Between the City of Auburn, Washington, and Comcast Cable Communications, LLC & Comcast Cable Communications Management, LLC d/b/a Comcast.

This Cable Franchise Agreement ("Franchise") is made and entered into by and between The City of Auburn, Washington, a municipal corporation (City), and Comcast Cable Communications, LLC & Comcast Cable Communications Management, LLC d/b/a Comcast, a Pennsylvania corporation (collectively, "Grantee"). The City and Grantee are sometimes referred to hereinafter collectively as the "Parties."

WHEREAS, the City is authorized by 47 USC § 541 *et seq.*, RCW 35A.47.040, ACC 20.06.010 and ACC Chapter 13.36 to grant and renew nonexclusive cable franchise agreements for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the City's incorporated boundary; and

WHEREAS, the City has reviewed Grantee's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, and has determined that Grantee's plans for operating and maintaining its Cable System are adequate; and

WHEREAS, the public has had adequate notice and opportunity to comment on this Franchise during a public proceeding; and

WHEREAS, the Mayor and City Council has determined that is in the best interests of, and consistent with, the health, safety, and welfare of the citizens of the City to grant a franchise to Grantee to use public rights-of-way for the purposes specified in this Franchise and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1: PRINCIPLES AND INTENT OF THE CITY

The following provisions are statements of the City's intent in entering into this Franchise, but do not necessarily reflect Grantee's intent and shall not supplant or modify specific provisions of the Franchise:

1.1. Ensure that Auburn stays at the forefront of cable service by keeping the Cable System up to date with features meeting the current and future cable-related needs and interests of the community;

1.2. Encourage the widest feasible scope and diversity of Programming and other services to all City residents consistent with community needs and interests;

1.3. Encourage competitive, affordable, and equal access to advanced communications services of all kinds to residents and businesses of the City of Auburn on a non-discriminatory basis;

1.4. Ensure that Auburn residents have the opportunity to view public, educational, and governmental Programming;

1.5. Ensure that rates and charges for cable Programming, equipment, and services provided over the Cable System are affordable and consistent with federal standards;

1.6. Ensure that Auburn residents receive high quality customer service;

1.7. Ensure that the City receives appropriate compensation for the use of its facilities and property and that installation and maintenance of cable Facilities comply with all applicable City regulations, and do not interfere with the City's legitimate use of its own facilities and property;

1.8. Encourage competition among Cable Operators and between Cable Operators and other providers of communications services;

1.9. Protect the City's interests and the health, safety, and welfare of its residents; and

1.10. Provide for timely mandatory Government Access to all Cable Systems in times of civil emergency.

SECTION 2: DEFINITIONS

For the purpose of this Franchise, the following terms, phrases, and their derivations shall have the meanings given below unless the context clearly mandates a different interpretation. Where the context so indicates, the present tense shall imply the future tense, words in plural include the singular, and words in singular include the plural. The word "shall" is always mandatory, not merely directory, and the word "may" is discretionary. In the event that the meaning of any word or phrase not defined in this Section is uncertain, the definitions contained in FCC rules and regulations shall apply.

2.1 "Access" means the availability for Non-Commercial use by various governmental and educational agencies, institutions, and organizations in the community, including the City and its designees, of a particular Channel on the Cable System to distribute programming to Subscribers, as permitted under applicable law.

A. "Educational Access" means Access where Schools are the primary users having editorial control over programming and services.

B. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

C. "Public Access" means Access for the public, including organizations, groups and individuals.

2.2 “Access Channel” means any Channel or portion of a Channel on a Cable System required by the Franchise to be set aside by the Grantee for public, education, or governmental use.

2.3 “Affiliated Entity” means, when used in connection with Grantee, any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Grantee.

2.4 "Basic Service" means the lowest Tier of Cable Service that includes, at a minimum, the retransmission of local television broadcast signals.

2.5 “Cable Act” shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, any and amendments thereto.

2.6 "Cable Operator" means any Person or group of Persons (A) who provides Cable Services over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or, through any arrangement, is responsible for the management and operation of such a Cable System.

2.7 “Cable Service” means

A. The one-way transmission to Subscribers of (1) Video Programming or (2) other Programming service, and

B. Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other Programming service.

2.8 “Cable System” means Grantee’s Facilities within the Franchise Area, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service, which includes Video Programming, and which is provided to multiple Subscribers within a community, but such term does not include:

A. A facility that serves only to retransmit the television signals of one or more television broadcast stations;

B. A facility that serves Subscribers without using any public right-of-way;

C. A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 *et seq*.), except that such

facility shall be considered a Cable System (other than for purposes of 47 U.S.C. 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

D. An open video system that complies with 47 U.S.C. § 573; or

E. Any facilities of any electric utility used solely for operating its electric utility systems.

2.9 "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel, whether delivered in an analog or digital format.

2.10 "City Council" means the legislative body of the City of Auburn.

2.11 “Complaint” means a Subscriber’s verbal or written contact with the Grantee to express a grievance or dissatisfaction concerning Cable Service that are not within the regulatory control of the City and does not include issues that are promptly resolved to the Subscriber’s satisfaction.

2.12 “Designated Access Provider” means the entity or entities designated by the City to manage or co-manage the Access Channel and facilities, and may include the City as a Designated Access Provider.

2.13 "Demarcation Point" means the physical point at which the Cable System enters a Subscriber's home or building.

2.14 "Document" or "Records" means written or graphic materials, however produced or reproduced, or any other tangible permanent documents, including those maintained by computer or other electronic or digital means, maintained by the Grantee in the ordinary course of conducting its business.

2.15 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, designed for residential occupancy.

2.16 "Effective Date" means the Effective Date of this Franchise pursuant to subsection 3.4.

2.17 “Facility” means any distribution or component of the Cable System.

2.18 "FCC" means the Federal Communications Commission or its lawful successor.

2.19 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

2.20 "Franchise Fee" means consideration paid by Grantee for the privilege to construct and/or operate a Cable System in the Franchise Area as set forth in accordance with Section 622 of the Cable Act.

2.21 "Gross Revenues" means, for purposes of Franchise Fee calculations, all revenue received by the Grantee, in whatever form and from all sources, derived from the operation of the Grantee's Cable System to provide Cable Services, in the Franchise Area.

A. Gross Revenues include, by way of illustration and not limitation, monthly fees charged to Subscribers for Cable Services, including Basic Service and all other Tiers of Cable Service, Pay-Per-View Service, Cable Service installation, disconnection, change-in-service and reconnection fees, Leased Access Channel fees, late fees, payments received by Grantee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles (GAAP), revenues from rentals of Cable System equipment such as converters, advertising revenues, advertising sales commissions if recognized as revenue under GAAP, additional outlet fees, Franchise Fees, and revenues from home shopping Channels.

B. Gross Revenues shall not include Bad Debt, provided that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected, or revenues received from telecommunications services.

C. Gross Revenues shall be determined without deduction for (1) any operating expense; (2) any accrual; or (3) any other expenditure, regardless of whether such expense, accrual or expenditure reflects a cash payment, and revenue shall be counted only once in determining Gross Revenues.

D. Gross Revenues also does not include capital contributions, taxes on services furnished by Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by Grantee on behalf of said governmental unit, excluding Franchise Fees.

E. This definition shall be construed so as to include all Gross Revenues to the maximum extent permitted by federal and State law, except to the extent specifically excluded in this subsection, and encompasses revenues that may develop in the future, whether or not anticipated.

F. If a statutory change in State or federal law, or a decision of the FCC or a court of competent jurisdiction expands the categories of revenue available to the City for the Franchise Fee assessment beyond those permitted under this definition as of the Effective Date, that change shall automatically be included in the definition of Gross Revenues under this Franchise, provided that the City imposes the same requirement upon any other similarly situated multichannel video provider over which the City has jurisdiction and authority to impose such fees.

2.22 "Headend" means Grantee's primary facility for signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors, and other related equipment.

2.23 "Leased Access Channel" means a Channel or portion of a Channel made available by Grantee for Programming by others for a fee.

2.24 "Liquidated Damages" means any requirement imposed on the Grantee to pay specified sums to the City as a result of performance deficiencies and/or Franchise violations, as described in Section 13.8.

2.25 "Non-Cable Services" means any service that is distributed over the Cable System, other than a Cable Service.

2.26 "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers.

2.27 "Normal Operating Conditions" means service conditions within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual-weather conditions. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or Upgrade of the Cable System.

2.28 "Parent Corporation" means any existing or future corporation, entity, or Person with greater than fifty percent (50%) ownership or control over Grantee.

2.29 "Pay-Per-View" service means programming offered on a per-program or per-event basis for which a separate fee is charged.

2.30 "PEG Access" means Public Access, Educational Access, and Government Access, jointly or severally.

2.31 "Person" means any individual, partnership, association, joint stock company, trust, corporation or governmental entity.

2.32 "Right-of-Way" or "Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public Right-of-Way, including, but not limited to, general public utility easements, or Right-of-Way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Right-of-Way shall also mean any easement now or hereafter held by the City within

the Franchise Area for the purpose of utility or public service use dedicated for compatible uses.

2.33 "School" means any State accredited public educational institution including, for example, primary and secondary Schools (K-12).

2.34 "State" means the State of Washington.

2.35 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of the Cable System and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee's Cable System.

2.36 "Tier" means a group of Channels for which a separate periodic rate is charged.

2.37 "Video Programming" means programming provided by, or generally considered comparable to programming provided by television broadcast station.

SECTION 3: GRANT OF FRANCHISE

3.1 Grant of Franchise

A. The City hereby grants to Grantee a nonexclusive Franchise authorizing Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under or in any Right-of-Ways within the Franchise Area for the purpose to install such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and to use existing poles as may be necessary or appurtenant for the deployment of Cable Services over the Cable System. This Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations, except as specifically provided for within this Franchise.

B. This Franchise expressly authorizes Grantee to provide only Cable Services as allowed by applicable law, and to construct, operate, or maintain Cable System facilities in the Franchise Area. This Franchise is not a bar on Grantee's provision of non-Cable Services. This Franchise does not relieve Grantee of any obligation it may have to comply with any local, state or federal requirements that lawfully apply to non-cable services.

C. This Franchise shall constitute both a right to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

D. Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliated Entity of the Grantee directly involved in the offering of Cable Service in the Franchise Area, will also comply with the obligations of this Franchise.

E. Unless otherwise stated in this Franchise, in the event of a conflict between the Auburn City Code and this Franchise, this Franchise shall control, and shall not be unilaterally altered by the City through subsequent ordinance, regulation, resolution, or other enactment of the City, except within the lawful exercise of the City's police power.

1. Grantee acknowledges, without waiving its right to challenge any City ordinance or regulation that conflicts with its rights under this Franchise, that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety, and welfare of the public, and Grantee agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such power.

2. This Franchise shall not be interpreted to prevent the City from lawfully imposing additional conditions, including additional compensation conditions for use of the rights-of-way.

3. No rights shall pass to Grantee by implication and this Franchise shall not include, nor be a substitute for:

a. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

b. Any permit, agreement, or authorization required by the City for rights-of-way users in connection with operation on or in rights-of-way or public property, including, by way of example and not limitation, construction or excavation permits; or

c. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

F. This Franchise is intended to convey limited rights and interests only as to those rights-of-way in which the City has a proprietary interest, is not a warranty of title or interest in any rights-of-way, does not provide the Grantee with any interest in any particular location within the rights-of-way, and does not confer rights other than as expressly provided in the grant hereof.

G. This City has granted this Franchise in reliance upon the Grantee's business skill, reputation, financial capacity, and character and may not be assigned, transferred, conveyed, or otherwise encumbered without the express written consent of the City pursuant to Section 15 of this Franchise.

3.2 <u>Use of Rights-of-Way</u>

A. Any privilege claimed under this Franchise in any right-of-way shall be subordinated to any prior lawful occupancy of the right-of-way.

B. Within parameters reasonably related to the City's role in protecting the public health, safety, and welfare, the City may require, through the permitting process, that the Cable System Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular right-of-way and may deny access if Grantee is not willing to comply with the City's requirements.

3.3 Term

A. The term of this Franchise, and all rights, privileges, obligations, and restrictions pertaining thereto, shall be ten (10) years from the Effective Date of this Franchise, unless terminated earlier as provided herein.

B. The City and Grantee agree that any proceedings undertaken relative to the renewal of this Franchise shall be governed by and comply with the provisions of 47 U.S.C. § 546 and applicable ACC.

C. If Grantee requests renewal of this Franchise in accordance with the provisions of Section 626 of the Cable Act prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of the intent not to renew the Franchise.

3.4 Acceptance and Effective Date

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, Attached hereto as Exhibit A, and incorporated herein by this reference, (2) all verifications of insurance coverage specified under Section 6.3, (3) the security specified in Section 6.4, and (4) any outstanding application fees per the City fee schedule. These four items shall collectively be the "Franchise Acceptance." The Effective Date of this Franchise shall be the date upon which the City Clerk Receives the Franchise Acceptance.

B. Should Grantee fail to file the Franchise Acceptance with the City Clerk within sixty (60) days after this Franchise is approved by City Council, this Franchise shall be null and void.

3.5 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it

deems fit, including the same or similar purposes allowed Grantee hereunder, and the City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for cable systems as the City deems appropriate.

3.6 Effect of Acceptance

By accepting this Franchise, Grantee: (A) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (B) agrees that it will not oppose the City's intervening, to the extent the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Cable System; (C) accepts and agrees to comply with each and every provision of this Franchise; and (D) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

3.7 Modifications to this Franchise

A. This Franchise is subject to the lawful terms and conditions of the Auburn City Code, as the same is now or is hereafter amended by the lawful exercise of the City's police powers.

B. This Franchise may be amended at any time by mutual written agreement of the parties for any reason.

C. Competitive Equity:

1. The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or similar wireline systems located in the Right of Way. The City intends to treat wireline competitors in a nondiscriminatory manner in keeping with federal law. If, following the Effective Date of this Franchise, the City grants such an additional franchise or authorization to use the Right of Way to provide such services and Grantee believes the City has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this subsection will apply.

2. As part of this Franchise, the City and Grantee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Grantee at a significant competitive disadvantage if not required of a wireline competitor: the Franchise Fee, PEG Access funding, PEG Access Channels, records and reports, and customer service obligations (hereinafter "Material Obligations"). The City and Grantee agree that these Material Obligations bear no relationship to the technology employed by the Grantee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors. The City and Grantee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are generally equivalent.

3. Within one (1) year of the adoption of a wireline competitor's franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City shall have one hundred twenty (120) days to agree to allow Grantee to adopt the same Material Obligations provided to the wireline competitor, or dispute that the Material Obligations are different. In the event the City disputes that the Material Obligations are different, Grantee may bring an action in federal or State court for a determination as to whether the Material Obligations are different and as to what Franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

4. Nothing in this subsection is intended to alter the rights or obligations of either party under applicable federal or State law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

5. This provision does not apply if the City is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new Cable Operator actually commencing provision of service in the market to its first customer. Should the new Cable Operator fail to continuously provide service for a period of six (6) months, the City has the right to implement this Franchise with its original terms upon one hundred eighty (180) days' notice to Grantee.

6. This subsection does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that serve less than 5% (five percent) of the geographic area of the City; or to systems that only provide video services via the public Internet.

SECTION 4: FRANCHISE FEES AND FINANCIAL CONTROLS

4.1. Franchise Fees

As compensation for the use of the City's Rights-of-Way, Grantee shall pay as a Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues, which shall commence on the Effective Date of this Franchise.

4.2. Payments

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Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each payment shall be due and payable no later than thirty (30) days after the end of the preceding quarter, after which time interest will accrue. The quarters shall end respectively on the last day of March, June, September and December.

4.3. Acceptance of Payment

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

4.4. Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form which includes a breakdown by category of Grantee's Gross Revenues and the computation of the payment amount.

4.5. Audits

A. Upon forty-five (45) days prior written notice, the City shall have the right to conduct an annual independent audit of Grantee's records necessarily related to the enforcement of this Franchise and to re-compute any amounts determined to be payable under this Franchise.

   1. If Grantee cooperates in making all relevant records available to the City, the City will attempt to complete each audit within six (6) months, and the audit period shall be no greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which raises doubt as to the accuracy of payments made under this or previous franchises, in which case an additional three (3) years may be audited.

   2. Any undisputed amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the City, which notice shall include a copy of the audit findings.

   3. If the audit shows that Franchise Fees have been underpaid by five percent (5%) or more in any calendar year, Grantee shall pay for the cost of the audit up to five thousand dollars ($5,000) per year being audited for a maximum of 3 years.

B. If Grantee disputes all or part of the audit findings, then the parties shall meet in an attempt to resolve the matter. If the parties are unable to resolve the matter, then either of the parties may refer that matter to non-binding arbitration. Each party shall bear one-

half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

4.6. Late Payments

In the event any payment due the City is not timely made, Grantee shall pay, in addition to the amount due, interest at the rate of twelve percent (12%) per annum from the payment due date until the City receives the payment.

4.7. Underpayments

If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the rate of twelve percent (12%) per annum calculated from the date the underpayment was originally due until the date the City receives the payment.

4.8. Maximum Franchise Fees

A. The parties acknowledge that, at present, applicable federal law limits the City to collecting a franchise fee of five percent (5%) of Gross Revenues in a 12-month period.

B. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Grantee's Gross Revenues and the City elects to do so, then this Franchise shall be amended by the parties consistent with such change provided however that all other Cable Operators within the Franchise Area are treated similarly.

C. In the event that at any time throughout the term of this Franchise, the City may only collect an amount which is less than five percent (5%) of Grantee's Gross Revenues for franchise fees due to a change in federal law, then this Franchise shall be amended by the parties consistent with such change to provide for such lesser percentage.

4.9. Additional Commitments Not Franchise Fees

A. No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay in full the Franchise Fee percentage listed in this Franchise. Although the total sum of Franchise Fee payments and additional Access capital contribution commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional Access capital contribution commitments are excluded from the definition of Franchise Fee herein and are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to the City, nor do they represent an increase in Franchise Fees to be passed through to Subscribers.

B. Additionally, any security fund, performance bond or letter of credit shall not be offset against Franchise Fees. Furthermore, the City and Grantee agree that any utility tax, business and occupation tax or similar generally applicable tax or fee shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to applicable law.

C. If Grantee elects to offset certain non-cash commitments or initiatives against the Franchise Fee in accordance with applicable law, Grantee will provide the City ninety (90) days' advance written notice, to include a detailed schedule of the amount it intends to offset, and the cost basis for each schedule item. The City will have eighty (80) days from receipt of Grantee's notice to respond. The City reserves the right to terminate Grantee's provision of any non-cash commitments or initiatives.

4.10. Payment on Termination

A. If this Franchise is lawfully terminated, the Grantee shall file with the City within ninety (90) days of the date of the termination, a financial statement, prepared by a certified public accountant, or representative of the Grantee's Controller or Chief Financial Officer, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

B. Within thirty (30) days of the filing of the statement with the City, Grantee shall pay any unpaid Franchise Fee amounts as indicated.

C. If the Grantee fails to pay its remaining financial obligations as required in this Franchise, the City may satisfy the same by utilizing the funds from any security provided by the Grantee.

4.11. Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use, utility, occupation and other taxes, business license fees or other payments.

4.12. Bundling of Cable and Non-Cable Services

In no event will the Grantee unlawfully evade or reduce applicable Franchise Fee payments required to be made to the City due to discounted bundled services. Customer billing shall be itemized by service(s), and Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

SECTION 5: ADMINISTRATION AND REGULATION

5.1. Authority

The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City.

5.2. Rate Regulation

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the effective date shall be in accordance with applicable law.

5.3. Low Income Discount

As long as the Grantee offers Basic Service, the Grantee intends to offer a discount to those individuals who are low income (according to applicable federal guidelines) and either permanently disabled or 65 years of age or older and who are the legal owners or tenants of the Dwelling Unit. Such discounts will consist of thirty percent (30%) off of Basic Service or the Basic Service portion of digital service packages when not discounted by inclusion in other promotional or programming package rates at which time the promotional or programming package rate will apply.

The City acknowledges that discounted services reflect a voluntary initiative on the part of Grantee, and is not a requirement of this franchise. Subject to applicable law, should Grantee elect to discontinue the low income discount, Grantee shall first provide the City with ninety (90) days' prior notice.

5.4. Performance Evaluations

A. Upon thirty (30) days written notification, the City may hold performance evaluation sessions, no more than once every twelve months, whenever necessary to ensure proper performance of the provisions of this Franchise.

B. All evaluation sessions shall be open to the public.

C. Topics which may be discussed at any evaluation session include, but are not limited to, construction issues, Cable Service rate structures, Franchise Fee payments, liquidated damages, free or discounted Cable Service, application of new technologies, Cable System performance, Cable Services currently provided and programming offered, future plans of Grantee for new services or programs, Subscriber Complaints, privacy, modifications to this Franchise, judicial and FCC rulings, line extension policies and the

City's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

D. During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

5.5. Leased Access Channel Rates

Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels or portions of such Channels provided by Grantee.

5.6. Late Fees

For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and changes in late fee rates shall be noticed to the City and applied in accordance with applicable law.

SECTION 6: INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1. Indemnification

A. Indemnity: Grantee agrees to indemnify, defend and hold harmless the City, its elected officials, officers, authorized agents, boards, volunteers and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction, relocation, or any other act or omission done pursuant to the terms of this Franchise, provided that the City shall give Grantee timely written notice of its obligation to indemnify the City. Notwithstanding the foregoing, Grantee shall not indemnify the City to the extent that any damages, liability or claims resulting from the willful misconduct, concurrent negligence of the City, its officers, authorized agents, or employees, attorneys, consultants, volunteers, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee in connection with PEG Access and/or Emergency Alert System.

B. Indemnification for Relocation: Grantee shall indemnify, defend and hold the City, its elected officials, officers, authorized agents, boards, volunteers, and employees harmless for any damages, claims, additional costs, or expenses payable by the City related to, arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its

facilities in the Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City; including, but not limited to, claims for delay, damages, costs, and/or time asserted by any contractor performing public work for or on behalf of the City.

C. Procedures and Defense: With respect to Grantee's indemnity obligations set forth herein, Grantee shall provide the defense of any claims or actions brought against the City or any other indemnified party. Nothing herein shall be deemed to prevent the City from cooperating with Grantee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the City, Grantee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Grantee shall have the authority to decide the appropriateness and the amount of any such settlement. However, Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

D. Duty to Give Notice: The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

E. Separate Representation: If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay for the City's selected counsel, from the date such separate representation is required forward, all reasonable expenses incurred by the City in defending itself with regard to any action, suit, or proceeding indemnified by Grantee.

F. Inspection: Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

6.2. <u>Grantee's Further Responsibilities.</u>

A. Grantee shall indemnify and hold harmless the City from any workers' compensation claims to which Grantee may become subject during the Term of this Franchise. It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided per this Franchise, Grantee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against

Grantee by any of its employees or other third party. This waiver has been mutually negotiated by the parties.

B. Grantee's indemnification obligations shall include indemnifying the City for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee may be immune under Title 51 RCW from direct suit brought by such employee.

6.3. Insurance Requirements

A. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance or equivalent self-insurance.

B. Grantee shall maintain:

1. Commercial General Liability ("CGL") insurance written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability: $5,000,000.00 per occurrence, $5,000,000.00 premises/operations, products/completed operations aggregate, personal/advertising inquiry liability, contractual liability, and independent contractors liability; and shall not exclude XCU/subsidence perils or any similar perils;

2. Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased, or hired vehicles, as applicable, with a minimum limit of $5,000,000.00 each accident for bodily injury and property damage;

3. Workers' Compensation insurance for the State as required by Title 51, Revised Code of Washington, Industrial Insurance, $5,000,000.00 each accident/ each disease/ policy limit employers liability/Washington stop gap; and

4. Excess or Umbrella Liability: $5,000,000 each occurrence and $5,000,000 policy limit.

C. Additional Insured: The City its officers, employees, authorized agents, and volunteers shall be included as an additional insured under each of the insurance policies required in this Section except Workers' Compensation Insurance. Except for Workers' Compensation and employer's liability, all insurance policies required hereunder shall provide or be endorsed so that the City is covered as, and have the rights of, an additional insured with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System. Grantee shall provide to the City either (1) a copy of an endorsement covering the City as an Additional Insured for each insurance policy required in this Section and providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a copy of the blanket additional insured clause from the policies. Receipt by the City of

any certificate showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements. Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Grantee's insurance and shall not contribute to it. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

D. Coverage: Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days written notice first provided to the City via mail, and thirty (30) days' notice for nonpayment of any premium. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, until all work required to be performed under the terms of this Franchise is satisfactorily completed and, in the case of Commercial General Liability Insurance, for at least one (1) year after expiration of this Franchise. Any failure of Grantee to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured.

E. Alternative Insurance: Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Franchise. Each of the required insurance policies shall be with insurers qualified to do business in the State of Washington with a Best's rating of no less than "A- VII."

F. Verification of Coverage: In addition to the other requirements of this Section, Grantee shall furnish the City with certificates of insurance reflecting at least the minimum coverage and policy limits required hereunder. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices.

G. Grantee's policy shall not include any of the following endorsements, or their equivalent endorsements or exclusions:

1. Contractual liability limitation (GCL Form 21 39 or equivalent),

2. Amendment of insured contract definition (CGL Form 24 26 or equivalent),

3. Limitation of coverage to designated premises or project (CGL Form 21 44 or equivalent),

4. Any endorsement modifying or deleting the exception to the employer's liability exclusion,

5. Any "Insured vs. Insured" or "cross-liability" exclusion with respect to additional insureds, and

6. Any type of punitive, exemplary or multiplied damaged exclusion.

H. Evidence of insurance shall be in the form of a certificate of insure evidencing compliance with these requirements.

6.4. Franchise Security

A. Grantee shall provide a performance bond, in a form acceptable to the City, in the amount of One Hundred Fifty thousand dollars ($150,000.00) to ensure the faithful performance of its responsibilities under this Franchise and applicable law. Grantee may be required to obtain additional security, such as generally applicable construction bonds, in accordance with the City's permitting requirements. Grantee shall pay all premiums or costs associated with maintaining the security, and shall keep the same in full force and effect at all times and shall immediately replenish the bond upon foreclosure. Except as expressly provided herein or as otherwise specified in the City's construction permitting requirements, the Grantee shall not be required to obtain or maintain other security as a condition of being awarded the Franchise. Grantee shall not cancel the performance bond without obtaining an alternative performance bond in conformance with this Franchise.

B. The security shall be subject to the approval of the City Engineer as to its adequacy under the requirements of this Section.

C. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered, jointly and severally, any damages suffered by the City as a result thereof, including but not limited to, staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities.

D. The security required by this Section shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

SECTION 7: CUSTOMER SERVICE

7.1. Customer Service Standards

The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

7.2. Subscriber Privacy

Grantee shall comply with privacy rights of Subscribers in accordance with federal, State, and local laws.

SECTION 8: REPORTS AND RECORDS

8.1. Open Records

A. The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations.

B. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request.

1. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee.

2. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office.

8.2. Confidentiality

A. Grantee shall not be required to disclose information to third parties that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Grantee that is not providing Cable Service in the Franchise Area.

B. The City agrees to keep confidential any proprietary or confidential books or records of Grantee to the extent permitted by law; provided that Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law.

C. Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law.

1. For purposes of this subsection, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, as-built documents, fiber optic cable locations and maps, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant

to FCC rules, or other information that is reasonably determined by Grantee to be competitively sensitive.

2. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

D. While it is not a legal obligation, the City, as a courtesy, will allow Grantee up to ten (10) business days to obtain and serve the City with a court injunction to prevent the City from releasing the Documents.

1. If Grantee fails to obtain a Court order and serve the City within the ten (10) business days, the City may release the Documents.

2. The City will not assert an exemption from disclosure on Grantee's behalf.

8.3. Maps and Records Required

Grantee shall make available to the City upon request:

1. A route map that depicts the general location of the Cable System facilities placed in the Right-of-Ways. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information system program;

2. A copy of all FCC filings that relate to the operation of the Cable System in the Franchise area; and

3. A list of Grantee's Cable Services, rates, and Channel line-up.

8.4. Submittal of Documents

A. Upon written request, Grantee shall submit to the City a copy of any application, notification, communication or document of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other governmental bodies if such document directly relates to the operations of Grantee's Cable System within the Franchise Area.

B. Grantee shall submit such documents to the City no later than thirty (30) days after receipt of the City's request. Grantee shall not claim confidential, privileged or

proprietary rights to such documents unless under federal, State, or local law such documents have been treated as confidential or determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

8.5. Annual Reports

Upon request, thirty (30) days after the end of the first quarter, Grantee shall submit to the City a written report containing the following information:

A. The most recently completed annual corporate report;

B. A Gross Revenue statement for the preceding fiscal year and all deductions and computations for the period, reviewed by a certified public accountant, who may also be the chief financial officer or controller of Grantee;

C. A summary of the previous years' activities regarding the development of the Cable System, including, but not limited to, homes passed, beginning and ending plant miles, any technological changes occurring in the Cable System; and

D. An executive summary of Subscriber Complaints received in the previous year.

E. A description of planned construction, if any, for the current year.

SECTION 9: PROGRAMMING AND ACCESS

9.1. Broad Programming Categories

Grantee shall offer to all Subscribers a diversity of video programming services.

9.2. Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, trap or filter to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Such devices, traps or filters will be provided at no charge to the Subscriber, unless otherwise provided by federal law.

9.3. Access Channels

A. The Grantee shall provide to the City three (3) standard digital format PEG Channels for Subscribers within the Franchise Area. The three PEG Channels shall include a Government Access Channel currently being programmed by the City; the City's Educational Access Channel currently being programmed by the Puget Sound

Educational Service; and the City's Public Access Channel currently being programmed by a designated access provider.

B. The City acknowledges that the Grantee's Cable System provides additional benefits to access programming needs beyond the requirements listed above. This is accomplished through the inclusion of other regional access programming, including educational and public access, within the regional channel line-up that services the Franchise Area. The Grantee will endeavor to provide the Subscribers in the Franchise Area with the other regional access channels so long as the programmers offer them for use on the Cable System.

C. Simulcast High Definition Access Channel:

1. The Grantee agrees to simulcast the one (1) Government Access Channel in high-definition (HD PEG Channel) format under the following conditions:

   a. Upon the City's request, the Grantee shall have twelve (12) months to activate the simulcast HD PEG Channel.

   b. The Grantee shall be responsible for all capital engineering costs associated with fulfilling the request to activate the simulcast HD PEG Channels.

   c. The City or any Designated Access Provider shall be responsible for acquiring all equipment necessary to produce programming in HD.

   d. Upon activation of the simulcast HD PEG Channel, Comcast shall own and maintain the encoder equipment used to transmit the high-definition signal from City Hall (the demarcation point).

   e. The City shall provide the HD PEG Channel signal as specified by the Grantee's engineering standards, as amended by the Grantee from time to time because of changes in technology.

2. The City acknowledges that the simulcast HD PEG Channel will be available only to those Subscribers who elect to subscribe to Grantee's high-definition Cable Service, receive a high-definition set-top converter, and pay all fees associated therewith.

3. Grantee shall have sole discretion to determine the Channel placement of the simulcast HD PEG Access Channel within its high-definition channel line-up.

9.4. <u>Control and Connectivity of Access Channels</u>

A. The City may authorize designated access providers to control, operate and manage the use of any and all access facilities provided by Grantee under this Franchise, including,

without limitation, the operation of Access Channels. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise.

B. Regarding the City's and designated Access providers use of Access facilities and Access Channels, Grantee shall fully cooperate with requests from the City, and provide all necessary assistance related thereto.

C. As of the effective date of this Franchise, the Grantee maintains and shall continue to maintain all existing fiber optic return line(s) to facilitate the City's current Access connectivity to Grantee's Headend. If the City desires to relocate or expand the fiber optic return line(s) to new location(s) over the term of this Franchise, upon one hundred twenty (120) days written request by the City and at the City's cost for Grantee's reasonable time and materials, the Grantee shall construct the requested new fiber optic return line(s).

9.5. Location and Quality of Access Channels

A. All Access Channels provided to Subscribers under this Franchise shall be included by Grantee as a part of the lowest Tier of service provided to all Subscribers in the Franchise Areas or as otherwise provided by federal law. Grantee agrees to use reasonable efforts to place the Access Channel in the same vicinity as other local government access channels.

B. The parties agree that it is the responsibility of the designated access provider(s) to provide a quality PEG signal, to the Grantee at the point of demarcation, which meets or exceeds the FCC technical standards. Notwithstanding the forgoing, the Grantee agrees that it will deliver to subscribers a PEG signal of the same quality it receives from the designated Access provider(s) without degradation and in accordance with the FCC technical standards. There shall be no restriction on Grantee's technology used to deploy and deliver standard digital or high definition signals so long as the requirements of the Franchise are otherwise met. FCC technical standards shall be used for all testing and assessment of quality under this section.

C. The Grantee shall provide Headend and hub equipment and routine maintenance and repair and replace, if necessary, any of Grantee's equipment required to carry the Access signal to and from the City's and any other Access origination point and the Grantee's Headend and hubs for the Access Channels.

D. If Grantee makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or method or type of transmission of Access programming or services, Grantee shall take necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment and full training of access personnel, to ensure that the capabilities of Access Channels and delivery of Access programming are not diminished or adversely affected by such change. For example, live and taped

programming must be cablecast with as good or better signal quality than existed prior to such change.

E. Grantee shall provide as much notice as possible but not less than sixty (60) days advance written notice to the City prior to any relocation of an Access Channels. In connection with the movement of any of the City controlled Access Channels, Grantee shall provide a bill message on subscriber's bills.

9.6. Access Capital Contribution

A. Grantee shall collect and remit to the City, as support for any lawful capital PEG use, thirty-five cents ($.35) per Subscriber per month, payable quarterly with Franchise Fees as a "PEG Fee." The PEG Fee shall not be treated as franchise fees for purposes of 47 U.S.C. § 542 or any other purpose, and shall at no time be offset or deducted from franchise fee payments made to the City under this Franchise or applicable law.

B. The City shall have discretion to allocate the PEG Fee in accordance with applicable law. To the extent the City makes access capital investments using City funds prior to receiving the monthly PEG Fee funds, the City is entitled to apply the subsequent monthly PEG Fee payments from Grantee toward such City capital investments. The City agrees that the PEG Fee may be treated as external costs under applicable federal law.

C. Upon the Grantee's written request, the City shall submit a report no more frequently than annually on the use of the City specific Access Channels and capital PEG Fee. The City shall submit a report to the Grantee within one hundred twenty (120) days of a written request. The Grantee may review the records of the City regarding the use of the PEG Fee.

D. The City shall dedicate the time, personnel and other resources needed to operate the Access Channels designated herein.

SECTION 10: GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1. Right to Construct

Subject to the other provisions of this Franchise, and applicable law, Grantee may perform all construction in the Right-of-Ways for any facility needed for the maintenance, operation or extension of Grantee's Cable System.

10.2. General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good

engineering practices and comply with applicable law. Grantee shall on a daily basis ensure cleanup of all workplaces whether work is performed by Grantee or Grantee's agents.

10.3. Repair and Emergency Work

A. In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City telephonically at 253.931.3010 during normal business hours and 253.876.1985 during non-business hours as promptly as possible. Such notification shall include the Grantee's emergency contact phone number for the corresponding response activity.

B. During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the emergency without disrupting Cable Service. If after providing notice, there is no immediate response, the City may move Grantee's facilities.

C. Grantee shall apply for appropriate permits for emergency or repair work within forty-eight (48) hours after the commencement of said work.

10.4. One Call

The Grantee shall, at its own expense, participate in the call before you dig program required under State law.

10.5. Permits Required

A. Prior to doing any work in the Right-of-Way or other public property (with the exception of installations or general maintenance that involve no construction and with no disruption to the use of the Right-of-Ways or other public property), Grantee working directly or through a contractor, subcontractor, Affiliated Entity, or other Person shall apply for, and obtain, in advance, appropriate construction permits from the City.

B. As part of the permitting process, the City may impose such conditions as are necessary for protecting the public or any and all facilities with in such Right-of-Ways, and for providing for the proper restoration of such Right-of-Ways and to protect the public and the continuity of non-motorized or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City construction permits.

C. Grantee agrees to comply with any required permit conditions and/or licenses.

10.6. Compliance with Applicable Codes

A. City Codes: Grantee shall comply with all generally applicable City codes regarding the construction and use of the Right-of-Ways.

B. Regulations and Safety Codes: Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) standards.

10.7. Least Interference

Work in the Right-of-Ways, or on other public property, shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and City residents. Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Right-of-Way by, or under, the City's authority. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.8. Undergrounding of Cable

A. In all Areas of the City where all other utility lines are placed underground, Grantee shall construct and install its Facilities underground; and Grantee may only place Facilities aerially as allowed by ACC 13.32A as it currently exists or as amended.

B. In the event that the provisions of this subsection conflict with the provisions of ACC 13.32A, the provisions of ACC 13.32A shall govern this Franchise.

10.9. Restoration of Property

A. If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Cable System, the Grantee disturbs, alters, or damages any public property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to the satisfaction of the City and in compliance with the permit requirements.

B. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property as required by the Construction permit and applicable municipal code or any generally applicable ordinance or resolution of the City.

C. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover all direct and indirect cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

10.10. Movement of Cable System Facilities

A. Relocation at Request of City. Upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of the Cable System within the Right-of-Way when the public convenience, public interest, or safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee.

1. In the event of any capital improvement project exceeding $500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days written notice to Grantee.

2. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City.

3. Should Grantee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

4. If the City requires Grantee to relocate its facilities located within the Right-of-Way, the City may provide Grantee with an alternate location within the Right-of-Way.

5. If public funds are available to any Person using such Right-of-Way for the purpose of defraying the cost of any of the foregoing, the Grantee may make application for such funds.

B. In the case of relocation projects where the City hires and designates an independent contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity then the Grantee shall enter into a separate agreement with the City that, at a minimum, requires the Grantee to pay all design, permitting, administration, coordination, and construction costs incurred by the City associated with the proportionate share of the joint trench utilized by the Grantee and the level of effort required to design, permit, administer, coordinate, and construct the joint utility trench to accommodate the Grantee's facilities.

10.11. Tree Trimming

The Grantee shall have the authority to conduct pruning and trimming for access to Cable System facilities in the Right-of-Way. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

10.12. Rights-of-Way Vacation

If any street, or portion thereof, used by Grantee is vacated by the City during the term of this Franchise, unless the City Council specifically reserves to Grantee the right to continue its installation in the vacated street, Grantee shall, without delay or expense to the City, remove its Facilities from such street.

10.13. Inspection of Facilities

Upon reasonable notice, the City may inspect any of Grantee's Facilities or equipment within the Rights-of-Way and on other public property. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to reasonably charge Grantee therefor.

10.14. Hazardous Substances

A. Grantee shall comply with all applicable State and federal laws, statutes, regulations, and orders concerning hazardous substances, as described in RCW 70.105D.020, relating to the Cable System in the City's rights-of-way.

B. Grantee shall maintain and inspect the Facilities located in the City's rights-of-way and immediately inform the City of any release of hazardous substances.

C. Upon reasonable notice to Grantee, the City may inspect the Facilities in the City's rights-of-way to determine if any release of hazardous substances has occurred, or may occur, from, or related to, the Facilities.

D. In removing or modifying the Facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto; provided, however, that if it is determined that the Facilities did not cause the release of hazardous substances, Grantee shall have no duty to remove such substances.

E. Grantee agrees to forever indemnify the City against any claims, costs, and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances arising from, connected to, or incident to the Facilities in the City's rights-of-way.

10.15. Reservation of City Use of Rights-of-Way

A. Grantee agrees that its use of the Franchise Area shall, at all times except in instances of prior right, be subordinate and subject to the City's needs for municipal infrastructure and

access to the Franchise Area and the public's right to travel, except as may be otherwise required by law.

B. Should Grantee fail to remove, adjust, or relocate its Facilities by the date established by the City Engineer, or his/her designee, and provided in writing to Grantee, the City may effect such removal, adjustment, or relocation and recover the cost thereof from Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

C. Grantee agrees to coordinate its activities with the City and all other utilities located within the public rights-of-way within which Grantee is undertaking its activity.

D. Grantee shall not construct the Cable System in any manner that requires any Subscriber to install any cable, wire, conduits, or other facilities, under or over a right-of-way.

E. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the public rights-of-way and may, from time to time, pursuant to applicable sections of this Franchise, require the removal, and/or replacement thereof in the public interest and safety at the expense of Grantee.

10.16. Work of Contractors, Subcontractors, and Affiliated Entities

A. Grantee's contractors, subcontractors, and affiliated entities performing work benefitting Grantee shall be licensed and bonded according to the City's, and the State's, regulations and requirements.

B. Work by contractors, subcontractors, and affiliated entities is subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee.

C. Grantee shall be responsible for all work performed by its contractors, subcontractors, or affiliated entities, and other Persons performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable laws, and shall be, jointly and severally, liable for all damages and correcting all damage caused by them.

D. It is Grantee's responsibility to ensure that contractors, subcontractors, affiliated entities, or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

E. Grantee agrees to inspect its contractors and subcontractors on a regular basis and ensure that both its personnel, contractors, and subcontractors provide clean-up of all workplaces and adhere to industry safety as well as local safety standards.

10.17. Discontinuing Use of Facilities

A. Whenever Grantee intends to discontinue using any Facility within the City's Rights-of-Way, Grantee shall submit for the approval of the authorizing City department, a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility.

B. Grantee may remove the Facility or request that the City permit it to remain in place.

C. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the City's Rights-of-Way or modify or maintain the Facility to protect the public health and safety or otherwise serve the public interest.

D. The City may require Grantee to perform a combination of modification, maintenance, and/or removal of the Facility.

E. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to, and responsibility for, the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the City's Rights-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

10.18. Construction and Use of Poles

Grantee may negotiate and enter into pole attachment agreements with utilities maintaining poles in the Franchise Area in accordance with ACC 13.32(A) and on terms acceptable to Grantee and the affected utilities.

SECTION 11: CABLE SYSTEM ARCHITECTURE AND TECHNICAL STANDARDS

11.1. Subscriber Network

A. Cable System Functionality**:** As of the Effective Date of this Franchise, Grantee provides its Cable Service utilizing a two-way hybrid fiber-coaxial Cable System architecture that deploys from Grantee's Headend to nodes throughout the City where the signal is converted to radio frequency and runs along the coaxial portion of the Cable System to Subscribers.

Over the term of this Franchise, Grantee shall maintain the Cable System in a manner consistent with, or in excess of, a typical 750 MHz Cable System.

B. Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

11.2. Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that supply back-up power for at least two (2) hours duration throughout the distribution networks and four (4) hours duration at all nodes and hubs.

11.3. Emergency Alert

Grantee shall provide an operating Emergency Alert System in accordance with and at the time required by the provisions of State and federal laws, including FCC regulations.

11.4. Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal technical standards, as they may be amended from time to time, regardless of the transmission technology utilized.

11.5. Cable System Performance Testing

A. Grantee shall perform on its Cable System all technical tests presently or hereafter required by the FCC.

B. Upon request, all required FCC technical performance tests may be witnessed by representatives of the City.

C. Grantee shall maintain written records of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the City upon request.

D. Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their reoccurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.6. Additional Tests

A. In addition to the above, and to the extent applicable, where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of the Cable System, after giving Grantee thirty (30) days prior written notice and a reasonable opportunity to cure, the City may require Grantee to conduct additional tests and analyze and report on the performance of the Cable System in the area having service problems.

B. Grantee shall fully cooperate with the City in performing such testing and shall prepare the results and a report if requested, within thirty (30) days after such testing. This report shall include the following information:

1. The nature of the evidence which precipitated the special tests;

2. The Cable System component tested;

3. The equipment used and procedures employed in testing;

4. The results of the testing and Cable System evaluation, including a description of any problem(s) found;

5. The method, if any, in which such problem was resolved; and

6. Any other information pertinent to said tests and analysis, which may be required.

SECTION 12: SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

12.1. Service Availability

A. Service Connections: Grantee shall provide Cable Service within seven (7) business days of a request by any potential residential subscriber within the City provided, however, that service can be installed via a standard installation, as described below. For purposes of this subsection, a request shall be deemed made on the date of signing a service agreement or receipt by Grantee of a verified verbal request. Grantee shall provide such service with no line extension charge, except as specifically authorized below, at a nondiscriminatory installation charge for a standard installation, consisting of a one hundred fifty (150) foot service drop from the cable plant in the Right-of-Way to the exterior demarcation point for residential subscribers, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations.

B. For non-standard installations that cannot be accommodated without an extension of Grantee's Cable System, the Grantee may elect to provide Cable Service to the requesting resident(s) for the line extension on a time and material cost basis.

C. Distribution Line Extension Charges: The Grantee must make Cable Service available to every residential Dwelling Unit within the Franchise Area where the minimum density is at least thirty (30) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per mile in areas served by underground facilities. The Grantee may elect to provide Cable Service to areas not meeting the above density standard and charge the requesting resident(s) for the line extension on a time and material cost basis.

D. Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with this Franchise and applicable laws.

E. Annexation: In the event of annexation by the City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted.

1. The Grantee shall construct and extend its Cable System so that it is able to provide Cable Service to any areas which may be acquired, developed or annexed by the City during the Franchise term, or otherwise added to the City's jurisdiction during the Franchise term, or any extension thereof.

2. Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the residents of the area in which such group resides.

3. The Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas but in no event to exceed twelve (12) months of Council Approval of the annexation, subject to the provisions on line extension herein.

12.2. Permission of Property Owner or Tenant for Installation, and Treatment of Property

A. If the Facilities pass over or under private or publicly owned property, Grantee is solely responsible for obtaining all necessary permission from the property owner.

B. Grantee shall not install or attach any of its Facilities to any property without first securing the written permission of the owner or tenant of any property involved, or of such other person who has the right to approve or disapprove the attachment (authorized party), except if there is an existing utility easement; and in the event that such permission or easement is later revoked, Grantee at the request of the authorized party shall promptly remove any of its facilities and promptly restore the property to its original condition at Grantee's expense.

C. Grantee shall perform all such installations and removals in compliance with state and local law and shall be responsible for any damage to residences or other property caused by the installation or the removal.

12.3. Connection of City and Other Public Buildings

A. Upon request through the designated City representative, the Grantee will make available without charge, as long as it is economically feasible, a standard installation and a minimum of one outlet of Basic Cable Services to City administrative buildings as designated by the City (whether they are owned or leased), and fire station(s), police station(s), libraries, access facilities, and K-12 public School(s).

B. Grantee may additionally volunteer to provide a digital level of service, in addition to the Basic Cable Service, that provides access to national 24-hour news channels; provided that if the installation to such building does exceed one hundred twenty-five (125) aerial feet, the City or other agency agrees to pay the incremental cost of such installation in excess of one hundred twenty-five (125) feet or a necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.

C. The Cable Service will not be used for commercial purposes, and the outlets will not be located in jail cells or areas open to the public, except for one outlet to be located in a public lobby in City buildings that will be used by the public for viewing City selected programming.

D. The City will take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System.

E. If additional outlets of Cable Service are needed in such buildings, only the Grantee is authorized to complete the Cable Service expansion to support the outlet installation(s) and the building occupant will pay the standard installation fees. No other Cable Service fees shall be owed in connection with additional outlets.

F. The City acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against Franchise Fees, Grantee shall first provide the City with ninety (90) days' prior notice.

SECTION 13: FRANCHISE VIOLATIONS

13.1. Non-Material Franchise Violations

A. Notice of Non-Material Violation: If the City believes that Grantee has failed to perform any non-material obligation under this Franchise, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default, and Grantee shall have thirty (30) days from the receipt of such notice to:

1. Respond to the City, contesting the City's assertion that a default has occurred, and request a meeting in accordance with subsection B, below; or

2. Cure the default; or

3. Notify the City that Grantee cannot cure the default within thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall:

a. Notify the City in writing and with specificity the exact steps that will be taken and the projected completion date of each step necessary to promptly cure the default; and

b. Request a meeting pursuant to subsection B below for the City to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

B. Meet and Confer: If Grantee does not cure the alleged default within the cure period stated above, or denies the default, or the City orders a meeting, the City shall set a meeting, not less than fifteen (15) business days after Grantee's receipt of written notice from the City, to investigate the existence of the alleged default or the timing and procedure required to cure a default, and provide Grantee with an opportunity to be heard and to present evidence in its defense.

C. Notice to Correct: If, after the meeting, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default, or the City shall order Grantee to correct or remedy the default within thirty (30) days, or within such additional time as the City determines.

D. Determination of Default: The determination as to whether a non-material violation under this Franchise has occurred shall be within the discretion of the City, must be made in writing, and based upon findings that include Grantee's submissions; provided that any such determination may be subject to appeal to the City's hearing examiner or review by an arbitrator as described in Section 16.1.

E. Enforcement: In the event Grantee does not cure the default within the time agreed upon by the Parties or ordered by the City and to the City's reasonable satisfaction, the City may recommend revocation of this Franchise pursuant to the procedures in subsection 13.2 or commence the arbitration procedures in section 16.1.

13.2. Material Franchise Violations

A. The City shall notify the Grantee, in writing, of any alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to:

1. respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or

2. cure the default; or

3. notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default.

4. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City, in writing and in detail, as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

B. If Grantee does not cure the alleged material default within the cure period stated above, or by the projected completion date under this section, or denies the default and requests a meeting in accordance with this section, or the City orders a meeting in accordance with this section, the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting, in writing, and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

C. If, after the meeting, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or violation within thirty 30) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

1. recommend the revocation of this Franchise pursuant to the procedures in this franchise; or

2. pursue any other legal or equitable remedy available under this Franchise or applicable law.

D. The determination as to whether a material violation of this Franchise has occurred shall be within the discretion of the City. Any such determination by the City must be in writing and must be based upon findings that include Grantee's submissions, and such determination shall be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

13.3. <u>Revocation</u>

A. The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

1. if Grantee fails to cure any material obligation under this Franchise;

2. if Grantee willfully fails for more than three (3) days to provide continuous Cable Service;

3. if Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or subscribers;

4. if Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

5. if Grantee willfully misrepresents material facts in the negotiation of this Franchise; or

6. if Grantee repeatedly breaches a material provision of the Customer Service Standards.

B. Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection and provide any explanation or cure the alleged default. In the event the City does not receive a timely and satisfactory response from Grantee, it may then seek a termination of the Franchise in accordance with this section.

C. The City shall submit a report and recommendation as to termination of the Franchise to the City's appointed hearing examiner who shall conduct a public hearing to determine if revocation of the Franchise is warranted. The hearing examiner shall act as the final decision maker for the City.

1. At least twenty one (21) calendar days prior to the public hearing, the City clerk shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the City shall hear any Persons interested therein; and provide that the Grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses, consistent with the adopted public hearing rules.

2. The hearing examiner shall hear testimony, take evidence, hear oral argument and receive written briefs. A transcript may be made of such proceeding and the cost shall be shared equally between the parties. A complete record of the public hearing shall be completed including all exhibits introduced at the hearing and an electronic sound recording.

D. Within thirty (30) days after the close of the hearing, the hearing examiner shall adopt a written recommendation to the City Council. If the decision of the hearing examiner is to

revoke and terminate the Franchise, the City Council shall declare that the Franchise is revoked and terminated, and any form of surety is forfeited, unless the City Council finds a clear error in the hearing examiner's decision. The City council's written decision shall include findings of fact and conclusions derived from those facts which support the decision of the City council.

E. Grantee shall be bound by the City council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is timely filed as allowed by applicable law.

13.4. Termination

A. If this Franchise expires without lawful renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

1. Require Grantee to maintain and operate its Cable System on a month-to-month basis until a new cable operator is selected; or

2. Purchase Grantee's Cable System in accordance with federal law.

B. The City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within thirty (30) days following notice from the City. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other, permitted and lawful, non-cable services and has any other authority under applicable law to maintain facilitates in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

C. If Grantee fails to complete any removal required by subsection 10.10 to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through Grantee's security instruments if Grantee has not paid such amount regarding removal, which shall include reasonable attorneys' fees and other costs for work conducted by City staff or agents.

13.5. Receivership

A. At the option of the City, subject to applicable law, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Grantee or an Affiliated Entity whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

1. The receivership or trusteeship is timely vacated; or

2. The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise, and has remedies all defaults under this Franchise.

B. In the event that this Franchise is not revoked pursuant to subsection 13.4(A), the receiver or trustee shall execute an agreement duly approved by a court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of this Franchise.

13.6. Alternative Remedies

A. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

B. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law (including, for example, Section 635A of the Cable Act).

13.7. Remedies Cumulative

A. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

B. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law (including, for example, Section 635A of the Cable Act).

13.8. Assessment of Liquidated Damages

A. Because it may be difficult to calculate the harm to the City in the event of a breach of this Franchise by Grantee, the parties agree to liquidate damages as a reasonable estimation of the actual damages.

1. Nothing in this subsection is intended to preclude the City from exercising any other right or remedy with respect to a breach that continues past the time the City stops assessing liquidated damages for such breach.

2. The City shall first follow the violation procedures in section 13 for written notice to Grantee and a thirty (30) day right to cure period under this Franchise before assessing liquidated damages.

B. The City shall not assess any liquidated damages if Grantee has cured or commenced to, and completes, the cure pursuant to this Franchise.

C. The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City.

D. Liquidated damages as defined by this subsection may be assessed for no more than one hundred and eighty (180) calendar days for any individual incident, after which time the City may implement other remedies as defined in this Franchise and under applicable law.

E. The Grantee may appeal (by pursuing judicial relief) any assessment of liquidated damages within thirty (30) days of paying the assessment.

F. Pursuant to the requirements outlined herein, liquidated damages shall not exceed the following amounts:

1. One hundred dollars ($100.00) per day for material departure from the FCC technical performance standards;

2. One hundred dollars ($100.00) per day for failure to provide the Access Channel or any equipment related thereto which is required hereunder;

3. One hundred dollars ($100.00) per day for each material violation of the Customer Service Standards;

4. One hundred dollars ($150.00) per day for failure to provide reports or notices as required by this Franchise;

5. One hundred dollars ($250.00) per day for failure to comply with construction, operation, or maintenance standards; and

6. One hundred dollars ($250.00) per day for any material breaches or defaults not previously listed.

G. Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by Grantee of this Franchise; to limit liability of Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

13.9. Effect of Abandonment

A. If Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may obtain an injunction, or operate the Cable System, or designate another entity to operate the Cable System temporarily until Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City.

B. If the City operates the Cable System, or designates another entity to operate the Cable System, Grantee shall reimburse the City or the City's designee, as applicable, for all reasonable costs and expenses incurred.

C. If Grantee permanently abandons its entire Cable System, for a period greater than 12 months, then, at the City's sole discretion, such Cable System may become the property of the City, and Grantee shall then submit to the City a bill of sale and other conveyance documents, to be approved in advance by the City Attorney, transferring ownership of such property to the City.

SECTION 14: FRANCHISE RENEWAL

Any renewal of this Franchise shall be governed by and comply with the applicable provisions of the ACC, the provisions of Section 47 U.S.C. § 546, as amended, unless the procedures or substantive protections set forth therein shall be deemed to be preempted or superseded by the provisions of any subsequent federal or State law.

SECTION 15: FRANCHISE TRANSFER OR ASSIGNMENT

A. Subject to 47 U.S.C § 537, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person (hereinafter "Transfer of the Franchise") without the prior written consent of the City, which consent shall not be unreasonably withheld.

B. Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party in Control of Grantee. The word "Control" as used herein is not limited to majority stock ownership but includes actual working Control in whatever manner exercised. Every change, transfer or acquisition of Control of Grantee, except as noted in subsection 15.H, shall make this Franchise subject to cancellation unless and until the City shall have consented thereto which consent shall not be unreasonably withheld.

C. The parties to the Transfer of the Franchise or change of Control shall make a written request to the City for its approval of the Transfer of the Franchise or change of Control (a "Transfer Application") and shall furnish all information required by law. In

reviewing a Transfer Application, the City may inquire into any matter reasonably related to the ability and willingness of the prospective transferee or controlling party to perform, in accordance with 47 CFR § 76.502, and applicable ACC.

D. In seeking the City's consent to a Transfer Application, the proposed transferee or controlling party shall indicate whether, as applicable, it:

1. Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law, or is currently under an indictment, investigation or complaint charging such acts;

2. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;

3. Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a Cable System;

4. Is financially solvent, by submitting financial data, including financial information as required by FCC Form 394; and

5. Has the legal, financial and technical capability to enable it to maintain and operate the Cable System for the remaining Term of the Franchise.

E. In reviewing a Transfer Application, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said Transfer of the Franchise or change of Control upon such terms and conditions as it deems reasonably appropriate and as are consistent with federal law; provided, however, that any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary to cure any violations or defaults presently in effect or ongoing.

F. The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by law, such as a completed FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

G. Within sixty (60) days of closing of any Transfer of the Franchise or change of Control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed(s), agreement(s), lease(s) or other written instrument(s) evidencing such Transfer of the Franchise or change of Control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the case of a Transfer of the Franchise or change

of Control, the transferee or the new controlling entity shall upon request by the City file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

H. Notwithstanding anything to the contrary in this Section 15, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an Affiliate; provided that the proposed assignee or transferee agrees in writing to comply with all of the provisions of the Franchise, subject to applicable law.

I. Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise. In the event of a change in Control, the Grantee will continue to be bound by all provisions of the Franchise.

J. The consent or approval of the City to any Transfer of the Franchise or change in Control shall not constitute a waiver or release of any rights of the City.

SECTION 16: ADDITIONAL PROVISIONS

16.1. Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise shall be in addition to, and cumulative with, any and all other rights and remedies, existing or implied, now or hereafter available to the City.

16.2. Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise.

16.3. Severability

If any Section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or State laws or regulations, the remainder of this Franchise shall not be affected, except as is otherwise provided by this Franchise.

16.4. No Recourse Against the City of Auburn

Grantee's recourse against the City or its officials, boards, commissions, agents or employees for any claim arising from any provision or requirement of this Franchise shall be limited to injunctive and declaratory relief, except where Grantee's claim arises from acts or omissions of the City acting in a proprietary capacity, but only to the extent such relief is not prohibited

by federal law, which does not include granting, modifying, denying, terminating, or enforcing franchises.

16.5. Action by Agencies or Courts

Grantee shall promptly notify the City in the event that any agency of the State or federal governments or any court with competent jurisdiction requires Grantee to act inconsistently with any provisions of this Franchise.

16.6. Franchise Interpretation

A. All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply.

B. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

16.7. Choice of Law and Forum

A. This Franchise and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in of the county in King County, Washington.

B. Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Franchise.

16.8. Force Majeure

A. If Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason of acts of god, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, or sabotage, to the extent such events prevent performance by Grantee and such event is beyond Grantee's control, Grantee shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to get a substitute for such obligation to the satisfaction of the City.

B. If Grantee claims a force majeure event, Grantee shall give prompt written notice of the same to the City and shall set forth its plan of action to meet the obligations of this Franchise once the force majeure event no longer prevents Grantee's performance.

16.9. Conflict of Interest Cancellation

The City may, in its sole discretion, by written notice to Grantee, immediately terminate this Franchise if it is found, after due notice and examination by the City, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW.

16.10. Integration & Binding Effect

A. This Franchise, together with any subsequent amendments or addendums, constitutes the entire agreement of the Parties and no other understandings, oral or otherwise, regarding this Franchise shall exist or bind any of the parties.

B. This Franchise shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Franchise.

C. This Franchise is for the exclusive benefit of the Parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, affiliates, subsidiaries, or sureties.

16.11. Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

16.12. Discriminatory Practices Prohibited

Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and nondiscrimination provisions of applicable law.

16.13. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act towards third Persons or the public in any manner which would indicate any such relationship with the other, nor is Grantee granted any express or implied right or authority to assume or create any obligation or responsibility on behalf, or in the name, of the City.

16.14. Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same, nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any

succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.15. Notice

Unless otherwise agreed to by the parties, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

Grantee's address shall be:

Comcast Cable Communications, LLC &
Comcast Cable Communications Management, LLC
4020 Auburn Way N
Auburn, WA 98002
Attention: Franchise Director

With a copy to:

Comcast Cable Communications, LLC &
Comcast Cable Communications Management, LLC
15815 25th Ave W
Lynnwood, WA 98087
Attention: Franchising Department

City's address shall be:

City of Auburn
Community Development and Public Works Department
25 West Main Street
Auburn, WA 98001-4998
Attention: Engineering Aide

With a copy to:

City of Auburn
City Clerk's Office
25 West Main Street
Auburn, WA 98001-4998
Attention: City Clerk

DRAFT

EXHIBIT

STATEMENT OF ACCEPTANCE

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

[Grantee]

By: _____ Date: _____
Name:
Title:

State of _____)
) ss.
Count 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 and executed the foregoing instrument and acknowledged that said execution is performed freely and voluntarily for the uses and purposed described within the instrument, and on oath stated that he/she is authorized to execute said instrument.

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

_____
Signature

Notary Public in and for the State of _____
Residing at _____

MY COMMISSION EXPIRES: _____

DRAFT

AGENDA BILL APPROVAL FORM

Agenda Subject:
Setting a Public Hearing Date for North Auburn Logistics Water Payback Agreement (Gaub)

Date:
June 11, 2019

Department:
Public Works

Attachments:
No Attachments Available

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

Administrative Recommendation:

Set the public hearing date of July 15, 2019 for North Auburn Logistics Water Payback Agreement.

Background Summary:

North Auburn Logistics Holdings, LLC constructed water system improvements along West Valley Highway and South 287th St to provide water to their development. These improvements are eligible for a payback agreement between the Developer and the City of Auburn, where properties that connect to these water system improvements in the future will be required to reimburse North Auburn Logistics Holdings LLC for the properties' pro rata share of the cost of these water system improvements.

City code requires the City to notify all property owners within the proposed reimbursement assessment area of the agreement and to allow them time to comment on the proposed agreement. After City Council approves the public hearing date, the City Clerk will publish notice of the public hearing. In addition, letters will be sent to the affected property owners on June 21, 2019, which provides the required 21 day comment period prior to the public hearing.

Staff will present details of the payback agreement at the Council Study Session on July 8, 2019. Following the public hearing on July 15, the Council will consider adoption of the ordinance approving the payback agreement.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: CA.F

AGENDA BILL APPROVAL FORM

Agenda Subject:
Public Works Project No. CP1726 (Gaub)

Date:
June 11, 2019

Department:
Public Works

Attachments:
Budget Status Sheet
Bid Tab Summary
Vicinity Map

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

Administrative Recommendation:

City Council award Contract No. 19-05, to Rodarte Construction, Inc. on their low bid of $3,101,975.75 plus Washington State sales tax of $113,298.27 for a total contract price of $3,215,274.02 for Project No. CP1726, 2019 Local Street Reconstruction.

Background Summary:

The City received 11 responsive bids and the low bid was approximately 23% below the engineer's estimate. Staff has performed reference checks and other verification's to determine that Rodarte Construction, Inc. meets the responsible bidding criteria and recommends award.

The purpose of the project is to reconstruct selected streets that are in very poor condition, as well as improve utilities, and rebuild curb ramps to meet ADA standards. The improvements at each project site varies and are as indicated on the attached vicinity map. Improvements are proposed at the following streets:

- 4th St NE - R St NE to 4th Pl NE
- 4th Pl NE – 4th St NE to end of road
- M St SE - 25th St SE to 28th St SE
- 28th St SE - M St SE to R St SE
- O St SE – 28th St SE to end of road
- Pike St SE – 28th St SE to end of road

Additional Authorized Contingency Consideration:
Additional project funding is available due to the low bid the City received for this project. An authorized contract contingency of $266,138.34 (8% of the contract amount) is requested due to the potential risks of encountering poor soil conditions as identified in the geotechnical report which may cause the utility trench walls to ravel during excavation which could resulted in wider trench width and larger pavement restoration areas as experienced in a recent project adjacent to the M St SE project site (between 23rd and 25th St SE).

Construction of this project is anticipated to start in July 2019 and be completed by December 2019.

A project budget contingency of $315,000.00 remains in the 103 (Local Street) Fund.

A project budget contingency of $350,000.00 remains in the 460 (Water) Fund.

A project budget contingency of $455,000.00 remains in the 462 (Storm) Fund.

Reviewed by Council Committees:

Councilmember:		**Staff:**	Gaub
Meeting Date:	June 17, 2019	Item Number:	CA.G

BUDGET STATUS SHEET

Project No: CP1726 **Project Title: 2019 Local Street Reconstruction**

Project Manager: Kim Truong

Project Initiation (PMP) Date: __4/10/18_____
Advertisement Date: __5/23/19_____
Award Date: _____

- (●) **Award**
- ( ) **Funds Carryforward to 2019**
- ( ) **Contract Award**
- ( ) **Change Order Approval**
- ( ) **Contract Final Acceptance**

Updated: 6/10/2019

Funds Budgeted (Funds Available)

Funding	2017 (actual)	2018 (actual)	2019	Total
103 Fund - Local Street Administration	0	60,860	2,564,140	2,625,000
460 Fund - Water	0	9,845	1,400,155	1,410,000
462 Fund - Storm	0	8,274	1,158,726	1,167,000
001 Engineering Budget	2,350	34,271	6,012	42,633
Total	0	113,250	5,129,033	5,244,633

Estimated Cost (Funds Needed)

Activity	2017 (actual)	2018 (actual)	2019	Total
PreDesign/Design Engineering - City Costs	2,350	39,527	55,824	97,700
Design Engineering - Consultant Costs	0	73,723	202,207	275,930
Permitting	0	0	1,376	1,376
Construction Contract	0	0	3,215,274	3,215,274
Authorize Construction Contingency (8%)	0	0	266,138.34	266,138
Materials Testing	0	0	40,000	40,000
Potholing/Other	0	0	15,000	15,000
Construction Engineering - City Costs	0	0	130,000	130,000
Construction Engineering - Consultant Costs	0	0	83,214	83,214
Total	2,350	113,250	4,009,033	4,124,633

103 Local Street Budget Status

	2017 (actual)	2018 (actual)	2019	Total
*103 Funds Budgeted ( )	0	(60,860)	(2,564,140)	(2,625,000)
103 Funds Needed	0	60,860	2,249,139	2,310,000
***103 Fund Project Contingency ( )**	**0**	**0**	**(315,000)**	**(315,000)**
103 Funds Required	**0**	**0**	**0**	**0**

460 Water Budget Status

	2017 (actual)	2018 (actual)	2019	Total
*460 Funds Budgeted ( )	0	(9,845)	(1,400,155)	(1,410,000)
460 Funds Needed	0	9,845	1,050,155	1,060,000
***460 Fund Project Contingency ( )**	**0**	**0**	**(350,000)**	**(350,000)**
460 Funds Required	**0**	**0**	**0**	**0**

462 Storm Budget Status

	2017 (actual)	2018 (actual)	2019	Total
**462 Funds Budgeted ( )	0	(8,274)	(1,158,726)	(1,167,000)
462 Funds Needed	0	8,274	703,726	712,000
****462 Fund Project Contingency ( )**	**0**	**0**	**(455,000)**	**(455,000)**
462 Funds Required	**0**	**0**	**0**	**0**

Engineering Budget Status

	2017 (actual)	2018 (actual)	2019	Total
**Engineering Funds Budgeted ( )	(2,350)	(34,271)	(6,012)	(42,633)
Engineering Funds Needed	2,350	34,271	6,012	42,633
****Engineering Fund Project Contingency ( )**	**0**	**(0)**	**0**	**(0)**
Engineering Funds Required	**0**	**0**	**0**	**0**

** (#) in the Budget Status Sections indicates Money the City has available.

Bid Tabulation - Bid Totals Summary

Project: CP1726, 2019 Local Street Reconstruction , 19-05
Prepared By: City of Auburn
Bid Date: June 6, 2019

	W/O Tax	Inc. Tax
ENGINEER'S ESTIMATE:	**$4,006,245.75**	**$4,174,434.30**
AVERAGE BID AMOUNT:	$3,534,376.58	$3,663,137.42

(not including tax)

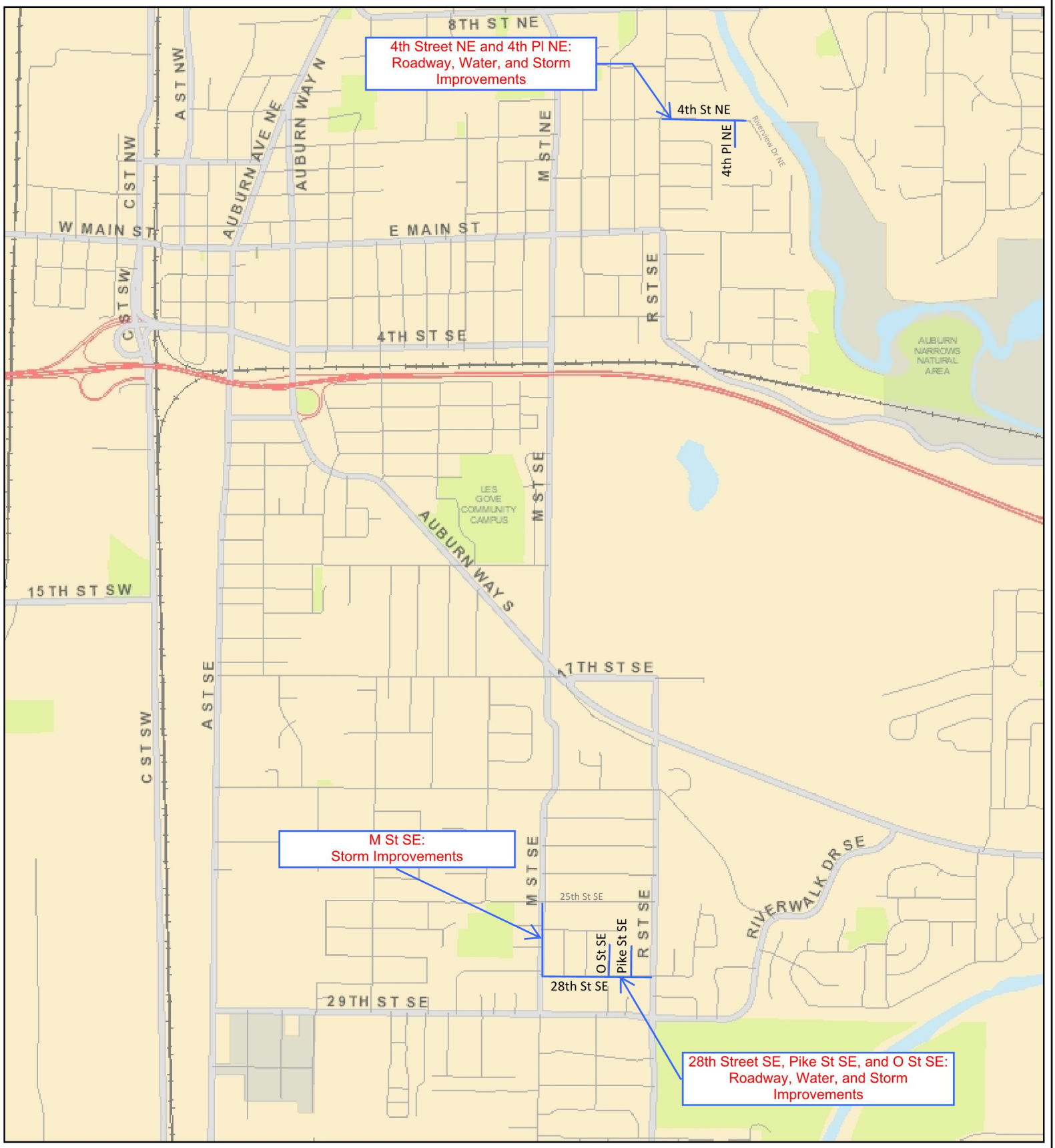
		Basic BID Amount	Total BID Amount	Total BID Spread $	Total BID Spread %
LOW BIDDER:	**Rodarte Construction, Inc.**	**$3,101,975.75**	**$3,215,274.02**	**-$959,160.28**	**-22.98%**
Second Bidder:	Pivetta Brothers Construction, Inc.	$3,298,221.50	$3,419,868.91	-$754,565.39	-18.08%

		Basic BID (Tax not included)	Total BID (Including tax)
1.	Rodarte Construction, Inc.	$3,101,975.75	$3,215,274.02
2.	Pivetta Brothers Construction, Inc.	$3,298,221.50	$3,419,868.91
3.	Marshbank Construction, Inc.	$3,299,630.75	$3,431,297.75
4.	Active Construction Inc.	$3,327,984.66	$3,433,433.01
5.	Tucci & Sons, Inc.	$3,389,563.70	$3,507,816.68
6.	Rino Construction	$3,534,097.07	$3,650,505.99
7.	R. W. Scott Construction Co.	$3,534,774.00	$3,665,989.05
8.	Sound Pacific Construction	$3,790,474.00	$3,922,255.85
9.	KC Equipment LLC	$3,788,503.00	$3,958,736.40
10.	Northwest Cascade, Inc.	$3,914,059.00	$4,043,076.40
11.	Kar-Vel Construction	$3,898,859.00	$4,046,257.57

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.

2019 Local Street Reconstruction Vicinity Map

Printed Date: 11/29/2017
Map Created by City of Auburn eGIS
Imagery Date: May 2015



0.6 0 0.3 0.6 Miles

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6687 (Gaub)

Date:
May 13, 2019

Department:
Public Works

Attachments:
Ordinance No. 6687
Exhibits A through D
Staff Report
Vicinity Map
Cemetery Master Plan

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

Administrative Recommendation:

City Council introduces and adopts Ordinance No. 6687.

Background Summary:

The City of Auburn has determined that a 60 foot section of unopened right-of-way in the vicinity SE 328th Street between 58th Avenue South and 60th Avenue South and a 30 foot section of unopened right-of-way in the vicinity of 60th Avenue South north of SE 328th Street could be vacated to further the City's master plan for Mountain View Cemetery.

The right-of-way was dedicated to the public for street purposes with the West Auburn Five Acre Tracts on March 28th, 1907. City staff and utility providers who have an interest in this right-of-way have reviewed the proposed right-of-way vacation. Through this review, City staff have determined that the right-of-way as it is currently configured does not meet the needs of the City and could be vacated. This review has also determined that while the current configuration does not meet the needs of the City and an east/west alignment between 58th Avenue South and 60th Avenue South may still be needed to meet future connection and transportation needs in the area, that alignment could be moved to the north edge of Mountain View Cemetery's northern most parcel, No. 9262800285. This would require dedication of right-of-way under a separate action and Resolution and is a condition of the vacation.

Ordinance No. 6687 if adopted by City Council, approves Vacation No. V1-18 and vacates the right-of-way subject to the conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: ORD.A

ORDINANCE NO. 6687

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE VACATION OF RIGHT-OF-WAY IN THE VICINITY OF SE 328TH STREET AND 60TH AVENUE SOUTH

WHEREAS, the City of Auburn, Washington, has determined through an evaluation of its needs for streets and right-of-ways located in the vicinity of the 60 foot right-of-way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot right-of-way of 60th Avenue South north of SE 328th Street dedicated for public street use under the plat of West Auburn Five Acre Tracts under Recording Number 475327, Volume 15, page 12 of plats on March 28, 1907, records of King County, may no longer be needed to meet the needs of the City and that a public hearing should be set to determine if said right-of-way should be vacated; and,

WHEREAS, a request for vacation of said right-of-way was circulated to Puget Sound Energy, CenturyLink, Comcast and Lakehaven Water and Sewer District and City Departments and comments were received; and

WHEREAS, the City Council approved Resolution No. 5377 calling for a public hearing on May 20, 2019; and

WHEREAS, posting requirements of Auburn City Code 12.48.070 and RCW 35.79.020 have been met; and

WHEREAS, a public hearing was held before the City Council on June 17, 2019; and

WHEREAS, through this process, the City has determined that it no longer needs

right-of-way in the vicinity of the 60 foot right-of-way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot right-of-way of 60th Avenue South north of SE 328th, in the City of Auburn, Washington; and

WHEREAS, it is in the best interests of the City to vacate said portion of the right-of-way.

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

Section 1. **Vacation.** That right-of-way in the vicinity of the 60 foot right-of-way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot right-of-way of 60th Avenue South north of SE 328th, located within the City of Auburn, Washington, legally described as follows:

> THAT PORTION OF SOUTH 328TH STREET, BEING A RIGHT OF WAY 60 FEET IN WIDTH, ACCORDING TO THE PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED MARCH 28TH, 1907 IN VOLUME 15 OF PLATS, PAGE 12 IN KING COUNTY, WASHINGTON, SITUATED WITHIN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 21, NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, GENERALLY ABUTTING TRACTS 51 AND 60, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF TRACT 51 OF SAID PLAT, ALSO BEING A POINT ON THE NORTH MARGIN OF SOUTH 328TH STREET; THENCE EAST ALONG SAID NORTH MARGIN TO THE EAST MARGIN OF SOUTH 328TH STREET, ALSO BEING THE EAST LINE OF SAID SUBDIVISION AND THE WEST LINE OF PARCEL A OF CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA15-0005 RECORDED UNDER RECORDING NO. 20151103900003, THENCE SOUTH ALONG SAID EAST MARGIN TO THE NORTHEAST CORNER OF TRACT 60, ALSO BEING A POINT ON THE SOUTH MARGIN OF SOUTH 328TH STREET,

THENCE WEST ALONG SAID SOUTH MARGIN TO THE NORTHWEST CORNER OF TRACT 60; THENCE NORTH A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON

THIS DESCRIPTION CONTAINS 37,381 SWUARE FEET, MORE OR LESS.

[Also identified as Exhibit A and depicted in Exhibit B hereto.]

TOGETHER WITH

THAT PORTION OF 60TH AVENUE SOUTH, BEING A RIGHT OF WAY 30 FEET IN WIDTH, ACCORDING TO THE PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED MARCH 28TH, 1907 IN BOLUME 15 OF PLATS, PAGE 12 IN KING COUNTY, WASHINGTON, SITUATED WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, GENERALLY ABUTTING TRACT 51, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 51 OF SAID PLAT, ALSO BEING THE SOUTHEAST CORNER OF THE PLAT OF MOUNTAIN VIEW NORTH, RECORDED IN VOLUME 269 OF PLATS, PAGES 10 THROUGH 16 RECORDS OF KING COUNTY; THENCE SOUTH ALONG THE WEST AMRGIN OF 60TH AVENUE SOUTH A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST MARGIN TH TO SOUTHEAST CORNER OF TRACT 51, ALSO BEING A POINT ON THE NORTH MARGIN OF SOUTH 328TH STREET, THENCE EAST A DISTANCE OF 30.00 FEET TO THE EAST MARGIN OF 60TH AVENUE SOUTH, ALSO BEING THE EAST LINE OF SAID SUBDIVISION AND THE WEST LINE OF PARCEL A OF CITY OF AUBURN BOUNDARY LINE ADJUSTMENT BLA15-0005 RECORDED UNDER RECORDING NO. 20151103900003; THENCE NORTH ALONG SAID EAST MARGIN TO THE EASTERLY EXTENSION OF A LINE PARALLEL WITH AND 60 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 51; THENCE

WEST ALONG SAID PARALLEL LINE A DISTANCE OF 30.00 FEET TO THE WEST MARGIN OF 60TH AVENUE SOUTH AND THE POINT OF BEGINNING.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON

THIS DESCRIPRITON CONTAINS 7,120 SQUARE FEET, MORE OR LESS.

[Also identified as Exhibit C and depicted in Exhibit D hereto.]

incorporated by this reference, the same is vacated and the property lying in said portions of right-of-way described above, shall be returned and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the following:

A. Dedication of 60 feet of right-of-way along the north boundary of parcel no. 9262800285 between 58th Avenue South and 60th Avenue South under a separate action and Resolution.

B. In accordance with RCW 35.79.030, the City reserves and grants a private utility easement to CenturyLink, over, under, and upon that portion of the vacated right-of-way of South 328th Street as described above and in Exhibit A and depicted in Exhibit B, for the construction, operation, maintenance, repair, replacement, improvement and removal of facilities. The owners of the adjacent property agree not to erect any structures on said easement and further agree not to place trees or other obstruction on the easement that would interfere with the exercise of grantee's rights.

C. It is provided, however, that such reserved or granted utility easement as

set out in Paragraph B above, may be modified to accommodate a removal, relocation and sitting of the affected utility lines if the property owners on whose property the utility lines are located agree to the removal, relocations and sitting being paid by said property owners and with the removal, relocation and sitting being done in conformity with applicable standards.

Section 2. **Constitutionality or Invalidity.** If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

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

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

Section 5. **Recordation.** The City Clerk is directed to record this Ordinance with the office of the King County Auditor.

INTRODUCED: _____
PASSED: _____
APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

PUBLISHED: _____

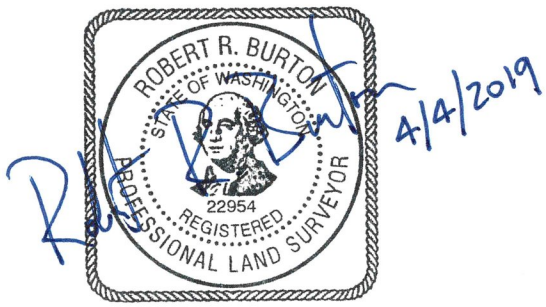
EXHIBIT A
LEGAL DESCRIPTION
VACATED SOUTH 328TH STREET

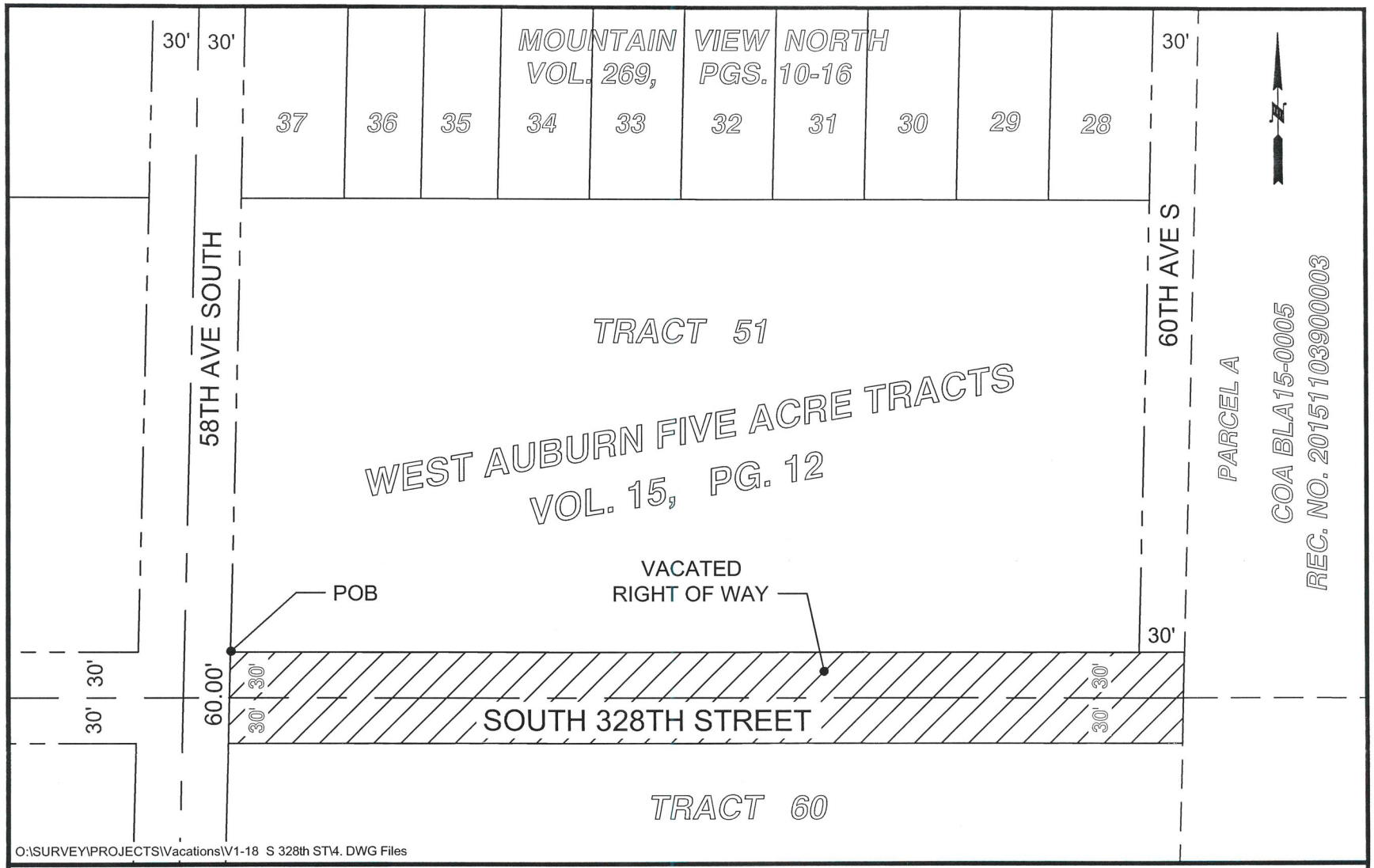
That portion of South 328th Street, being a right of way 60 feet in width, according to the Plat of West Auburn Five Acre Tracts as recorded March 28th, 1907 in Volume 15 of Plats, Page 12 in King County, Washington, situated within the northwest quarter and the southwest quarter of Section 14, Township 21 North, Range 4 East, Willamette Meridian, generally abutting Tracts 51 and 60, described as follows:

Beginning at the southwest corner of Tract 51 of said Plat, also being a point on the north margin of South 328th Street; thence East along said north margin to the east margin of South 328th Street, also being the east line of said subdivision and the west line of Parcel A of City of Auburn Boundary Line Adjustment BLA15-0005 recorded under recording no. 20151103900003, thence south along said east margin to the northeast corner of Tract 60, also being a point on the south margin of South 328th Street, thence west along said south margin to the northwest corner of Tract 60; thence north a distance of 60.00 feet to the Point of Beginning.

Situate in the City of Auburn, King County, Washington

This description contains 37,381 square feet, more or less.





CITY OF AUBURN WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT B - DEPICTION
SOUTH 328TH STREET
RIGHT OF WAY VACATION

PROJ: V1-18
4/4/2019
SCALE: 1"=100'
DRAWN BY: TAG

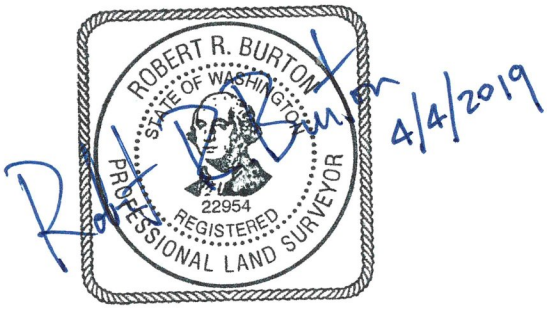
EXHIBIT C
LEGAL DESCRIPTION
VACATED 60TH AVE SOUTH

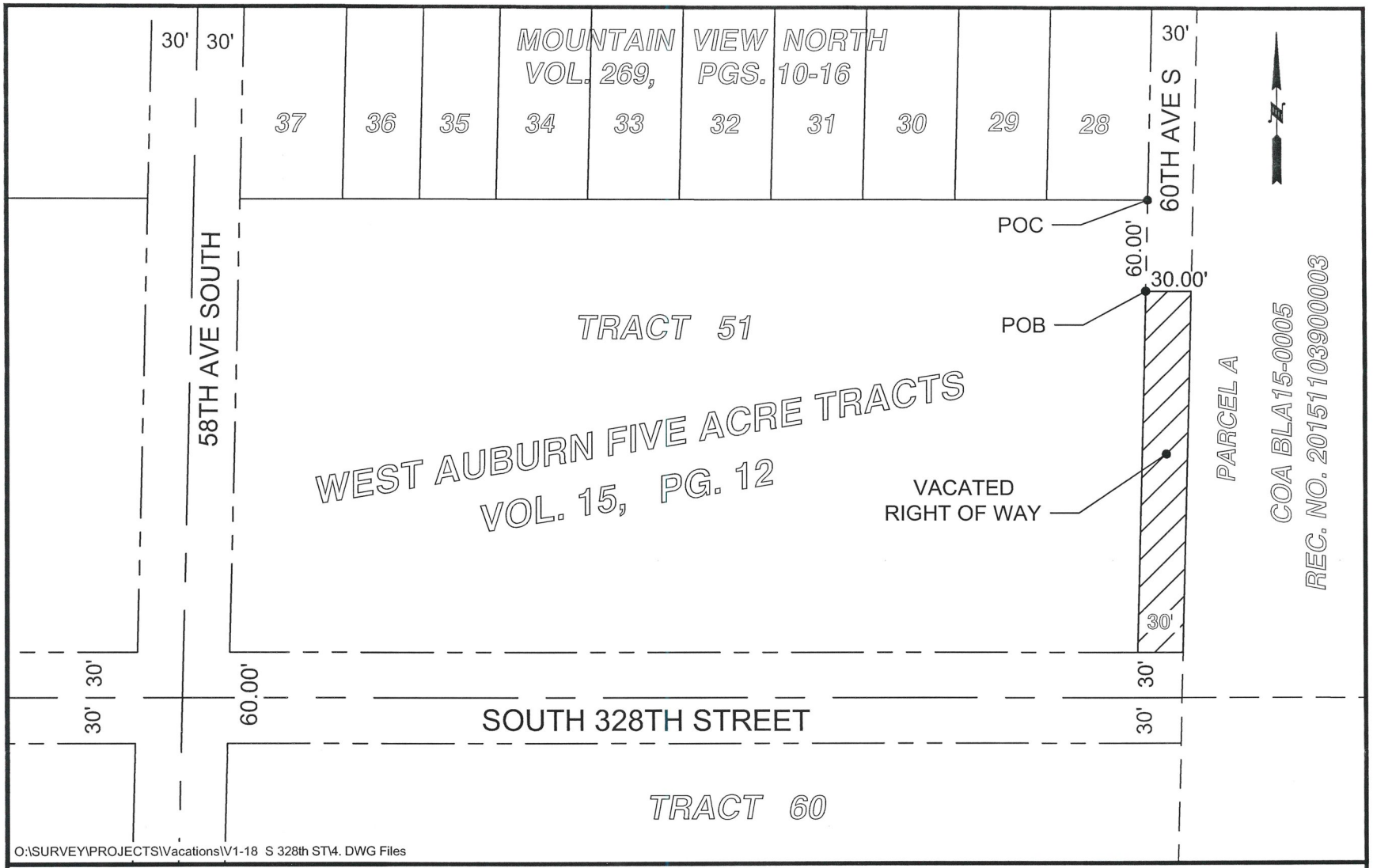
That portion of 60th Avenue South, being a right of way 30 feet in width, according to the Plat of West Auburn Five Acre Tracts as recorded March 28th, 1907 in Volume 15 of Plats, page 12 in King County, Washington, situated within the southeast quarter of the northwest quarter of Section 14, Township 21 North, Range 4 East, Willamette Meridian, generally abutting Tract 51, described as follows:

Commencing at the northeast corner of Tract 51 of said Plat, also being the southeast corner of the Plat of Mountain View North, recorded in Volume 269 of Plats, pages 10 through 16, records of King County; thence south along the west margin of 60th Avenue South a distance of 60.00 feet to the Point of Beginning, thence continuing along said west margin to the southeast corner of Tract 51, also being a point on the north margin of South 328th Street, thence east a distance of 30.00 feet to the east margin of 60th Avenue South, also being the east line of said subdivision and the west line of Parcel A of City of Auburn Boundary Line Adjustment BLA15-0005 recorded under recording no. 20151103900003; thence north along said east margin to the easterly extension of a line parallel with and 60 feet south of the north line of said Tract 51; thence west along said parallel line a distance of 30.00 feet to the west margin of 60th Avenue South and the Point of Beginning.

Situate in the City of Auburn, King County, Washington

This description contains 7,120 square feet, more or less.





CITY OF AUBURN WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT D - DEPICTION
60TH AVENUE SOUTH
RIGHT OF WAY VACATION

PROJ: V1-18
4/4/2019
SCALE: 1"=100'
DRAWN BY: TAG

RIGHT-OF-WAY VACATION STAFF REPORT

Right-of-Way (ROW) Vacation Number V1-18

Applicant: **City Initiated**

Property Location: **Rights-of-Way located in the vicinity of the 60 foot Right-of-Way of SE 328th Street between 58th Ave South and 60th Avenue South and a portion of the 30 foot Right-of-Way of 60th Avenue South north of SE 328th Street.**

Description of right-of-way:
This ROW proposed for vacation consists of a the 60 foot Right-of-Way of SE 328th Street between 58th Avenue South and 60th Avenue South and a portion of the 30 foot Right-of-Way of 60th Avenue South north of SE 328th Street. The SE 328th Street portion of ROW is adjacent to Parcel No. 9262800330, 9262800285 and 1421049011 which are owned by the City of Auburn as part of Mountain View Cemetery. The 60th Avenue South portion of ROW is adjacent to parcel No. 9262800285 and Parcel No. 1421049003 which is privately owned. The total area of ROW proposed for vacation is 44,501 (+/-) square feet.

All of the ROW was dedicated for public street purposes by the plat of West Auburn Five Acre Tracts under Recording Number 475327, Volume 15, Page 12 of Plats, records of King County on March 28, 1907. The ROW is currently unopened.

See Exhibits "A" through "D" for legal descriptions and surveys.

Proposal:
The City proposes to vacate the above described rights-of-way and dedicate a separate 60 foot alignment from the north side of Cemetery Parcel No. 9262800285 under a separate action and Resolution. This plan is in keeping with the City's 2004 master plan for Mountain View Cemetery. This proposal will eliminate the separation between cemetery parcels and keep an east/west alignment for connection between 58th Avenue South and 60th Avenue South for any proposed future need in the area.

Applicable Policies & Regulations:
- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

Public Benefit:
- The street vacation furthers the City's master plan for Mt. View Cemetery.
- The street vacation decreases the right-of-way maintenance obligation of the City.
- The vacation allows the City to clean-up the parcel lines for the Mt. View Cemetery.

Discussion:
The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, Lakehaven Water and Sewer District and City staff.

1. Puget Sound Energy (PSE) – PSE received the City's request for comments regarding the proposed street right-of-way vacation. There does not appear to be existing PSE electric or gas facilities located within the proposed right-of-way vacation area.
2. Comcast – Comcast has no objection to the proposed vacation.

3. CenturyLink – CenturyLink currently has underground communications facilities in the portion of SE 328th Street that is proposed for vacation and will require and easement be reserved.
4. Lakehaven Water and Sewer District – Lakehaven has no comment on the proposed ROW vacation, as based on the submittal it appears no existing and/or future Lakehaven water system facilities will be required, desired, or affected by the proposed land use action.
5. Parks – The Parks Department supports of the vacation as it furthers the City's master plan for Mountain View Cemetery.
6. Water – No comments.
7. Sewer – No comments.
8. Storm –No comments.
9. Transportation – Transportation supports the vacation with the condition that an equivalent east/west alignment be dedicated from Mountain View Cemetery's northern most parcel between 58th Avenue South and 60th Avenue South to accommodate any future transportation needs in the area.
10. Planning – No comments.
11. Fire – No comments.
12. Police – No comments.
13. Streets – No comments.
14. Construction –No comments.
15. Innovation and Technology – No comments.
16. Public Works Engineering – City Staff is aware of concerns related to the required dedication area referenced in Condition 1 below from adjacent property owners.

Assessed Value:
ACC 12.48 states "The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than $2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city's expense." Note: The city engineer has not required an appraisal for the value of this right-of-way since the right-of-way vacation is being initiated by the City and if approved, will attach to City owned parcels.

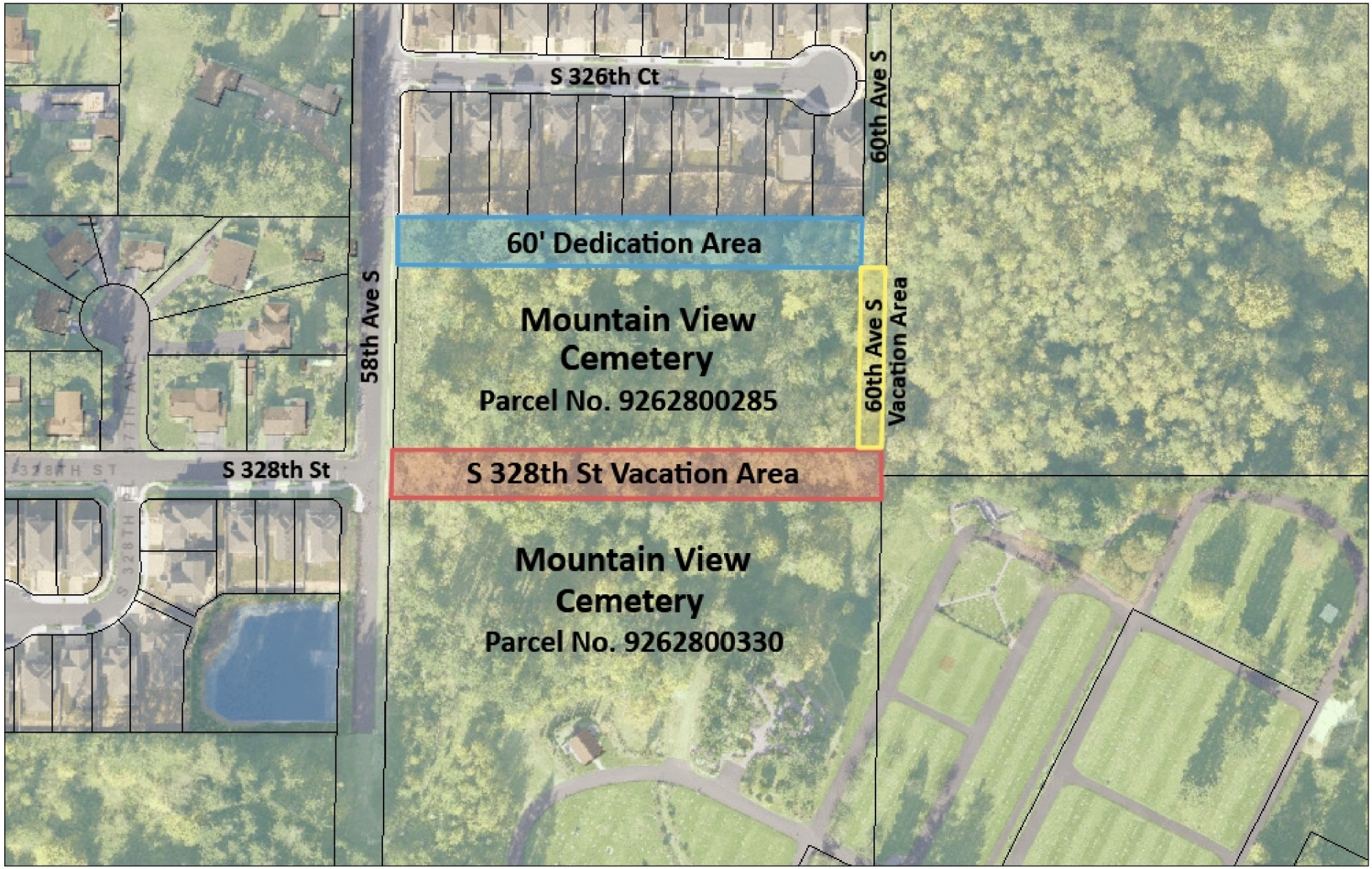
Recommendation:
Staff recommends that the street vacation be granted subject to the following conditions:

1. The City shall dedicate a separate 60 foot alignment from the north boundary of Cemetery Parcel No. 9262800285 under a separate action and Resolution.

2. A public utility easement shall be reserved for CenturyLink Communications facilities along the entire length and width of the portion of vacated ROW of South 328th Street.

ROW Vacation #V1-18 Vicinity Map

Printed Date: 4/11/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



333.3 0 166.7 333.3 Feet

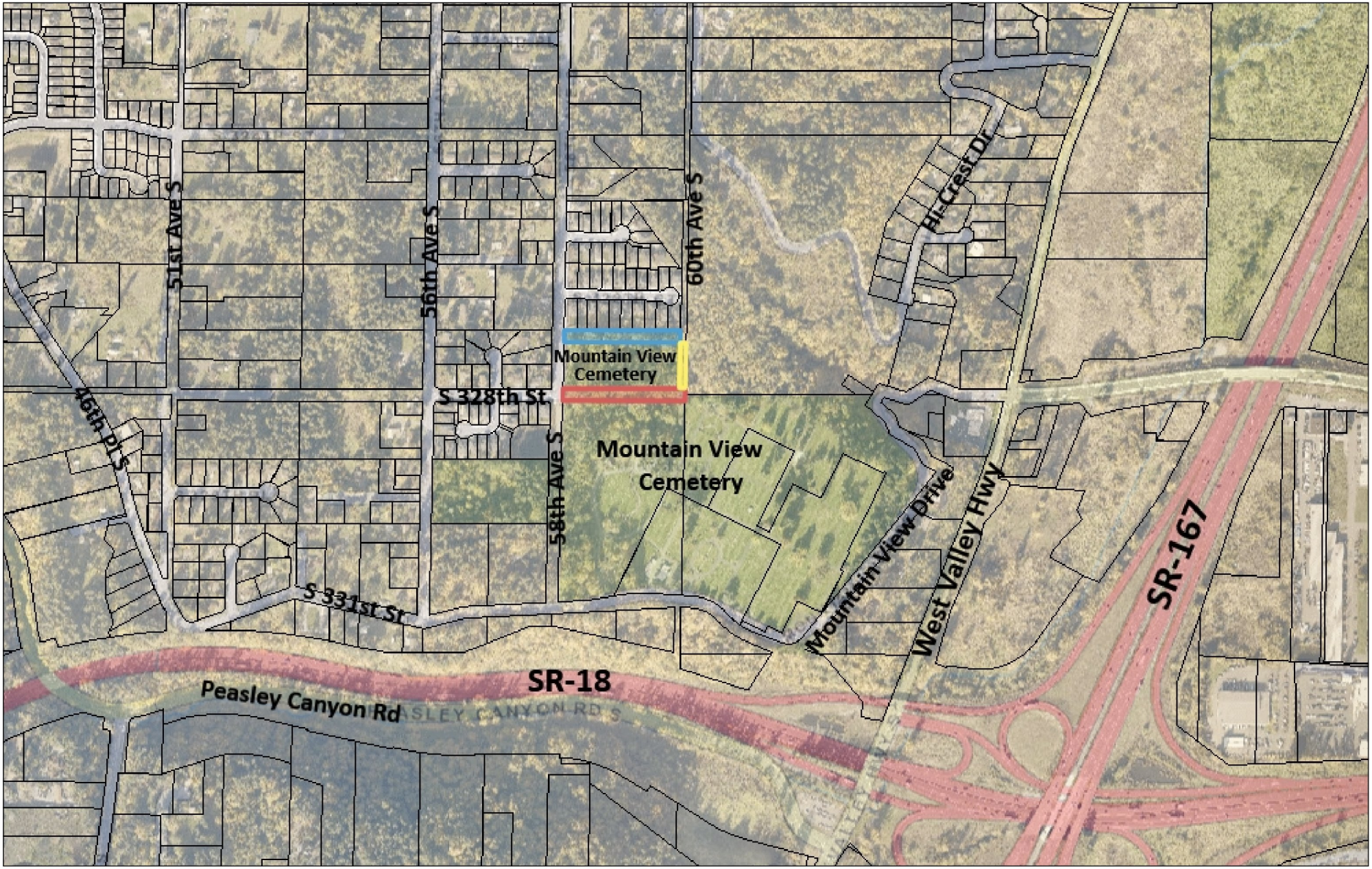
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 167 ft 1: 2,000

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

ROW Vacation #V1-18 Vicinity Map 2

Printed Date: 4/11/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015



1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

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

MOUNTAIN VIEW CEMETERY
MASTER PLAN UPDATE · 2004

CITY OF AUBURN
PARKS AND RECREATION

JGM
LAND&CAPE ARCHITECTS
INCORPORATED P.S.

SCALE:
0 50 100 200 400
N

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5378 (Gaub)

Date:
May 13, 2019

Department:
Public Works

Attachments:
Resolution No. 5378
Exhibit 1
Exhibit A & B

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

Administrative Recommendation:

City Council adopts Resolution No. 5378.

Background Summary:

City staff have reviewed the City's master plan for Mountain View Cemetery and have determined that the current configuration of a 60 foot section of unopened right-of-way in the vicinity SE 328th Street between 58th Avenue South and 60th Avenue South and a 30 foot section of unopened right-of-way in the vicinity of 60th Avenue South north of SE 328th Street could be vacated. While the current configuration of the unopened right-of-way does not meet the needs of the City and an east/west alignment between 58th Avenue South and 60th Avenue South may still be needed to meet future connection and transportation needs in the area, that alignment could be moved to the north edge of Mountain View Cemetery's northern most parcel, No. 9262800285.

Resolution No. 5378, if adopted by City Council, dedicates a 60 foot east/west alignment between 58th Avenue South and 60th Avenue South at the north edge of Parcel No. 9262800285. This dedication is a condition of Ordinance No. 6687 approving the vacation of SE 328th Street and 60th Avenue South for Vacation No. V1-18.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: RES.A

RESOLUTION NO. 5378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE DEDICATION OF A PORTION OF CITY-OWNED PROPERTY AS CITY RIGHT-OF-WAY.

WHEREAS, the City owns cemetery property in or in the vicinity of the Mountain View Cemetery located at Mountain View Drive and 58th Avenue South; and

WHEREAS, in order to address the City's 2004 Mountain View Cemetery Master Plan needs in the vicinity of Mountain View Cemetery, it is advantageous for the City to vacate certain right-of-way under a separate action and Ordinance; and

WHEREAS, in order to provide sufficient right of way for future transportation needs in the vicinity of Mountain View Cemetery, staff recommends dedicating a portion of the property as City right-of-way as a condition of such separate vacation action and Ordinance; and

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

Section 1. That the Mayor is authorized to execute a Roadway Dedication in substantially the form as Exhibit 1, which is attached and fully incorporated.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS
MAYOR

ATTEST:

_____
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

EXHIBIT "1"

Return Address:
City of Auburn
City Clerk
25 West Main Street
Auburn, WA 98001-4998

Above this line reserved for recording information

RIGHT OF WAY DEDICATION

Reference # (if applicable):	N/A
Grantor/Borrower:	City of Auburn
Grantee/Assignee/Beneficiary:	City of Auburn
Legal Description/STR:	North 60 FT, Tract 51, West Auburn Five Acre Tracts, Vol. 15 Plats, Pg. 12, Sec. 14, Twp, 21 N, Rge. 4 E. W.M.
Assessor's Tax Parcel ID#:	9262800285

The GRANTOR, **City of Auburn**, for and in consideration of good and valuable consideration, dedicates as Public Roadways as part of the City of Auburn road system and for public right-of-way purposes, the following described real property:

SEE EXHIBITS "A," AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

All Situated in the County of King, State of Washington.

Dated this _____ day of _____, 2019

City of Auburn

_____
Nancy Backus, Mayor
Date:_____

Attest:

_____
Shawn Campbell, City Clerk
Date:_____

Approved as to form:

_____
Steven L. Gross, City Attorney
Date:_____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that on this ____ day of _____, 2019, personally appeared before me NANCY BACKUS, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as the free and voluntary act and deed of the City, for the purposes and uses therein mentioned, and on oath stated that she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above-written:

_____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

EXHIBIT A
RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION

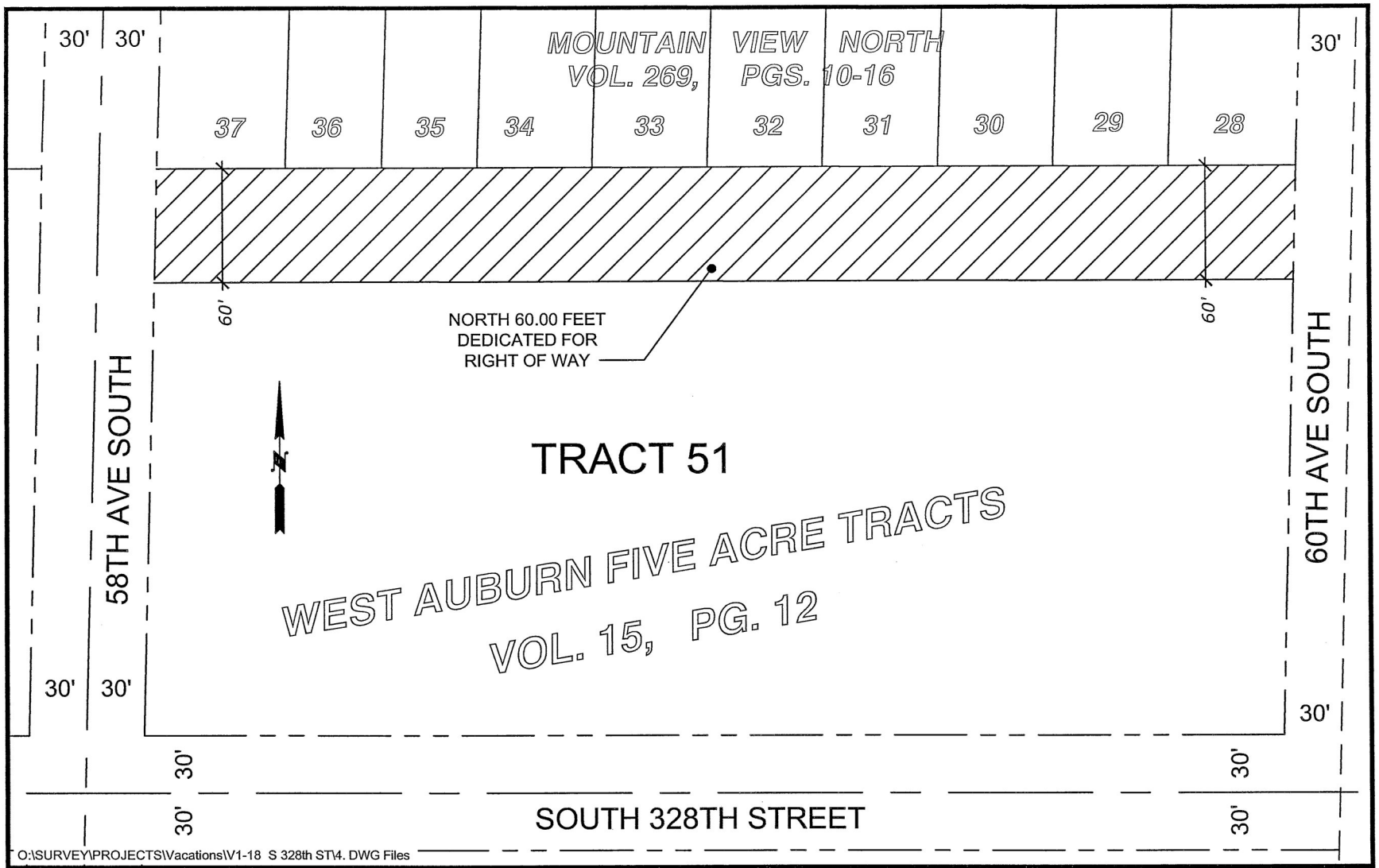
THE NORTH 60 FEET OF TRACT 51 OF THE PLAT OF WEST AUBURN FIVE ACRE TRACTS AS RECORDED MARCH 28TH, 1907 IN VOLUME 15 OF PLATS, PAGE 12 IN KING COUNTY, WASHINGTON, SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN.

SITUATE IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON

THIS DESCRIPTION CONTAINS 35,610 SQUARE FEET, MORE OR LESS.

ROBERT R. BURTON
STATE OF WASHINGTON
22954
REGISTERED
PROFESSIONAL LAND SURVEYOR

3/13/2019



CITY OF AUBURN WASHINGTON

CITY OF AUBURN
PUBLIC WORKS DEPARTMENT

EXHIBIT B
RIGHT OF WAY DEDICATION
MAP DEPICTION

PROJ: V1-18
6/28/2018
SCALE: 1"=80'
DRAWN BY: TAG

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5432 (Gaub)

Date:
June 10, 2019

Department:
Public Works

Attachments:
Resolution No. 5432
TIP Summary Memo
2020-2025 Transportation Improvement Program

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

Administrative Recommendation:

City Council adopt Resolution No. 5432.

Background Summary:

Resolution No. 5432 authorizes the City Council to adopt the 2020-2025 Transportation Improvement Program.

The Six-Year Transportation Improvement Program (TIP) is required to be amended annually as required by RCW 35.77.010. The primary importance of the TIP is that, in most instances, projects must be included on the TIP to be eligible for state and federal grant programs. The TIP identifies secured or reasonably expected revenues and expenditures for each of the projects included in the TIP. Typically, projects listed in the first three years of the document are shown as having secured funding while projects in years 4, 5, and 6 can be partially or completely un-funded.

The 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 acquisition of project funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements.

A public hearing for the TIP was set by consent agenda at the June 3, 2019 Council Meeting. The hearing is scheduled to be held at the June 17, 2019 Council Meeting in advance of the adoption of this resolution to adopt the TIP.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: RES.B

RESOLUTION NO. 5432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE 2020-2025 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, but only after conducting a public hearing; and

WHEREAS, a public hearing to review the 2020-2025 Transportation Improvement Program for the City of Auburn was held on June 17, 2019 at the hour of 7:00 p.m. in the Council Chambers of the Auburn City Hall, pursuant to notice published in the legal newspaper of the City of Auburn on June 06, 2019.

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

Section 1. The 2020-2025 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 2020-2025 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 shall take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

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Steven L. Gross, City Attorney

CITY OF AUBURN WASHINGTON

Memorandum

To: Mayor Backus and City Council

From: James Webb, Senior Traffic Engineer, PE, PTOE

Date: June 3, 2019

Re: 2020-2025 Transportation Improvement Program – Annual Update

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Background Summary

The Six-Year Transportation Improvement Program (TIP) is required to be amended annually as required by RCW 35.77.010 by June 30. The primary importance of the TIP is that, in most instances, projects must be included on the TIP to be eligible for state and federal grant programs. The TIP identifies secured or reasonably expected revenues and expenditures for each of the projects included in the TIP. Typically, projects listed in the first three years of the document are shown as having secured funding while projects in years 4, 5, and 6 can be partially or completely un-funded.

The TIP is a multiyear planning tool and document for the near term 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 acquisition of project funding and is a prerequisite of most grant programs. Staff also uses the TIP to coordinate future transportation projects with needed utility improvements.

PRELIMINARY SUMMARY OF PROPOSED AMENDMENTS TO THE TIP

Deletions: The following projects are planned to be removed from the updated TIP:

- TIP N-10: A Street SE Pedestrian Crossing Improvements ($5.55M) – The need and approach for pedestrian connectivity between A Street SE and Skinner Road will be re-evaluated with the A Street SE corridor study (S-5).
- TIP P-3: Arterial Crack Seal ($0.1M) – The scope and funding for this project is being consolidated with the Arterial Street Preservation Program to provide flexibility in street preservation approaches (P-1).
- TIP P-9: A Street SE Preservation (E Main St to 17th St SE) ($1.74M) – Will be completed in 2019

- TIP S-3: A Street SE/Lakeland Hills Way SE Intersection Study ($0.05M) – The scope of this project is proposed to be combined with the A Street SE corridor study (which now becomes S-3).
- TIP S-4: Kersey Way SE Corridor Study ($0.02M) – Pedestrian facilities on Kersey Way will be provided with development activities as they occur. A City project to connect any remaining gaps may be considered in the future.

Additions: The following projects are proposed to be added to the updated TIP:

- TIP R-26: E Valley Highway Widening – The project will complete the build-out of E Valley Hwy between Lakeland Hills Way and Terrace View Drive SE.
- TIP R-27: Lea Hill Road Segment 1A (Harvey Rd/M St NE to 105th Pl SE) – the project is proposed to be split into a Phase A and a Phase B. The scope of Phase A will be to create a new east/west connection between Garden Avenue and 104th Ave SE and cul-de-sac Garden Avenue at 8th Street NE.

Other Modifications:

Other changes proposed to be made as part of the annual update are to revise certain project descriptions, cost estimates, and anticipated funding sources to be more representative of project scopes and available funding sources.

CURRENT STATUS AND NEXT STEPS:
Staff will continue to develop the 2020-2025 TIP update. The Transportation Advisory Board and City Council comments will be addressed and adoption is anticipated to follow the schedule below.

- ~~**MARCH 12, 2019:** FIRST TRANSPORTATION ADVISORY BOARD DISCUSSION~~
- ~~**APRIL 22, 2019:** FIRST COUNCIL STUDY SESSION~~
- ~~**MAY 28, 2019:** SECOND COUNCIL STUDY SESSION~~
- ~~**JUNE 3, 2019:** CONSENT AGENDA TO SCHEDULE PUBLIC HEARING~~
- ~~**JUNE 11, 2019:** SECOND TRANSPORTATION ADVISORY BOARD DISCUSSION~~
- **JUNE 17, 2019:** PUBLIC HEARING & RESOLUTION FOR ADOPTION

2020-2025 Transportation Improvement Program

Public Works Department
Transportation Section

Adopted June 17, 2019 by Resolution 5432

Cover Photos: Left: S 277th St, Right: 44th St NW

Placeholder for Resolution

Placeholder for Resolution

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2020-2025 TIP Project Map ..... Appendix B

CITY OF
AUBURN
WASHINGTON

EXECUTIVE SUMMARY

The Transportation Improvement Program (TIP) is a 6-year plan for transportation improvements that support the City of Auburns current and future growth. The TIP along with the Comprehensive Transportation Plan (CTP) serve as source documents for the City of Auburn Capital Facilities Plan which is a Comprehensive Plan element required by Washington's Growth Management Act. The program may be revised at any time by a majority of the City Council after a public hearing.

INTRODUCTION

Purpose

The purpose of the TIP is to identify priority transportation projects and assure that the City has advanced plans as a guide to carrying out a coordinated transportation program. There are always more projects than available revenues. Therefore, a primary objective of the TIP is to integrate the two to produce a comprehensive, realistic program for the orderly development and maintenance of the street system. Projects are required to be included in the TIP in order to be eligible for State and Federal grants. Grant funding for projects listed may not yet be secured.

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 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 set forth those projects and programs of regional significance for inclusion in the transportation improvement program for that region. The 2020-2025 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-17	M St SE Corridor Improvements (8th St SE to AWS)

Methodology

Annual updates of the TIP begins with developing a revenue forecast to provide a reasonable estimate of funding available to accomplish the transportation improvement needs. Since the desire to construct transportation improvements typically exceeds the available forecast revenue, it is necessary to establish some method of prioritizing the needs.

Transportation needs are identified by examining the latest information concerning level of service, safety and accident 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 of these factors yield a prioritized list of transportation improvements.

Projects are placed into one of the following categories:

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

Each project is identified as a Capacity or Non-capacity improvement and those that lay within the limits of a defined Arterial LOS Corridor per with Table 2-2 of the City's CTP are identified accordingly. Capacity projects from the 6-year plan are incorporated into the CTP as Group A projects. Longer term capacity projects are listed in the CPT as Group B Projects.

Detailed project costs and funding sources are identified and provided for each project listed in the proposed TIP. The prioritized list is then financially constrained in the first three years to reflect the financial projections to yield the six-year Transportation Improvement Program. After completing all reviews and compiling the document, staff makes final recommendations to the Transportation Advisory Board and City Council for approval.

Projects & Financing Plan Summary

TIP#	Intersection, Signal and ITS Project	2020	2021	2022	2023	2024	2025	Total
I-1	**Signal Replacement Program**							
	Capital Costs	50,000	525,000	-	-	200,000	525,000	**1,300,000**
	Funding Sources:							
	Unrestricted Street Revenue	50,000	525,000	-	-	200,000	525,000	**1,300,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	REET2	-	-	-	-	-	-	**-**
I-2	**Traffic Signal Improvements**							
	Capital Costs	200,000	200,000	200,000	200,000	200,000	200,000	**1,200,000**
	Funding Sources:	.	.	.	.	.	.	
	Cap. Imp. Fund Balance	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	REET2	200,000	200,000	200,000	200,000	200,000	200,000	**1,200,000**
I-3	**ITS Dynamic Message Signs**							
	Capital Costs	125,000	-	20,000	125,000	-	20,000	**290,000**
	Funding Sources:							
	Unrestricted Street Revenue	125,000	-	20,000	125,000	-	20,000	**290,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
I-4	**Citywide Street Lighting Improvements**							
	Capital Costs	50,000	100,000	100,000	100,000	100,000	100,000	**550,000**
	Funding Sources:							
	Cap. Imp. Fund Balance	-	-	-	-	-	-	-
	Unsecured Grant	-	-	-	-	-	-	**-**
	REET2	50,000	100,000	100,000	100,000	100,000	100,000	**550,000**
I-5	**Harvey Road/8th Street NE Intersection Improvements**							
	Capital Costs	84,000	83,598	83,196	82,794	82,392	81,990	**497,970**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	-
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	84,000	83,598	83,196	82,794	82,392	81,990	**497,970**
I-6	**Lake Tapps Parkway ITS Expansion**							
	Capital Costs	900,000	-	-	-	-	-	**900,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Secured Federal Grant	711,000	-	-	-	-	-	**711,000**
	Traffic Impact Fees	189,000	-	-	-	-	-	**189,000**
I-7	**SE 320th St/116th Ave SE Roundabout**							
	Capital Costs	-	-	-	325,000	30,000	1,370,000	**1,725,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	325,000	30,000	-	**355,000**
	Unsecured Grant	-	-	-	-	-	1,370,000	**1,370,000**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
I-8	**29th Street SE/R Street SE Intersection Improvements**							
	Capital Costs	-	-	450,000	1,000,000	-	-	**1,450,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	360,000	800,000	-	-	**1,160,000**
	Traffic Impact Fees	-	-	90,000	200,000	-	-	**290,000**

TIP#	Intersection, Signal and ITS Project	2020	2021	2022	2023	2024	2025	Total
I-9	**M Street SE/29th Street SE Intersection Improvements**							
	Capital Costs	-	-	-	200,000	800,000	-	**1,000,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	100,000	400,000	-	**500,000**
	Traffic Impact Fees	-	-	-	100,000	400,000	-	**500,000**
I-10	**R Street SE/21st Street SE Intersection Improvements**							
	Capital Costs	-	150,000	800,000	-	-	-	**950,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	150,000	800,000	-	-	-	**950,000**
I-11	**Auburn Way S/6th Street SE Intersection Improvements**							
	Capital Costs	-	-	-	130,000	25,000	630,000	**785,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	105,000	-	505,000	**610,000**
	Traffic Impact Fees	-	-	-	25,000	25,000	125,000	**175,000**
I-12	**C Street SW/15th Street SW Intersection Improvements**							
	Capital Costs	-	-	-	200,000	1,000,000	-	**1,200,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	800,000	-	**800,000**
	Traffic Impact Fees	-	-	-	200,000	200,000	-	**400,000**
I-13	**124th Avenue SE/SE 320th Street Intersection Improvements**							
	Capital Costs	-	-	-	350,000	1,600,000	-	**1,950,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	175,000	150,000	-	**325,000**
	Unsecured Grant	-	-	-	-	1,200,000	-	**1,200,000**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Other (GRC)	-	-	-	175,000	250,000	-	**425,000**
I-14	**124th Avenue SE and SE 284th Street Intersection Safety Improvements**							
	Capital Costs	-	-	-	-	100,000	600,000	**700,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	450,000	**450,000**
	Traffic Impact Fees	-	-	-	-	100,000	150,000	**250,000**
I-15	**10th Street NW/A Street NW Intersection Improvements**							
	Capital Costs	-	-	175,000	475,000	-	-	**650,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	175,000	475,000	-	-	**650,000**
	Subtotal, Intersection, Signal and ITS Projects:							
	Capital Costs	**1,409,000**	**1,058,598**	**1,828,196**	**3,187,794**	**4,137,392**	**3,526,990**	**15,147,970**
	Funding Sources:							
	Unrestricted Street Revenue	175,000	525,000	20,000	625,000	380,000	545,000	**2,270,000**
	Secured Grants	711,000	-	-	-	-	-	**711,000**
	Unsecured Grants	-	-	360,000	1,005,000	2,400,000	2,325,000	**6,090,000**
	Traffic Impact Fees	273,000	233,598	1,148,196	1,082,794	807,392	356,990	**3,901,970**
	REET 2	250,000	300,000	300,000	300,000	300,000	300,000	**1,750,000**
	Other (GRC)	-	-	-	175,000	250,000	-	**425,000**
	Total Funding	**1,409,000**	**1,058,598**	**1,828,196**	**3,187,794**	**4,137,392**	**3,526,990**	**15,147,970**

TIP:	Non-Motorized and Transit Projects	2020	2021	2022	2023	2024	2025	Total
N-1	**Citywide Pedestrian Accessibility and Safety Program**							
	Capital Costs	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**
	Funding Sources:							
	Unrestricted Street Revenue	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
N-2	**Citywide ADA and Sidewalk Improvements Program**							
	Capital Costs	200,000	200,000	200,000	200,000	200,000	200,000	**1,200,000**
	Funding Sources:							
	Unsecured Grant	-	-	-	-	-	-	**-**
	REET2	200,000	200,000	200,000	200,000	200,000	200,000	**1,200,000**
N-3	**Citywide Arterial Bicycle and Safety Improvements**							
	Capital Costs	-	100,000	-	100,000	-	100,000	**300,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	100,000	-	100,000	-	100,000	**300,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
N-4	**Transit Partnership Routes**							
	Capital Costs	400,000	400,000	400,000	400,000	400,000	400,000	**2,400,000**
	Funding Sources:							
	Unrestricted Street Revenue	400,000	400,000	400,000	400,000	400,000	400,000	**2,400,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
N-5	**F Street SE Non-Motorized Improvements**							
	Capital Costs	3,250,000	-	-	-	-	-	**3,250,000**
	Funding Sources:							
	Unrestricted Street Revenue	500,000	-	-	-	-	-	**500,000**
	Traffic Impact Fees	750,000	-	-	-	-	-	**750,000**
	Secured Federal Grant	2,000,000	-	-	-	-	-	**2,000,000**
N-6	**Downtown Transit Center Access Improvements**							
	Capital Costs	-	-	125,000	-	-	-	**125,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	25,000	-	-	-	**25,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	100,000	-	-	-	**100,000**
N-7	**Auburn Way South Sidewalk Improvements - Southside**							
	Capital Costs	-	95,000	750,000	-	-	-	**845,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	80,000	600,000	-	-	-	**680,000**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	REET2	-	15,000	150,000	-	-	-	**165,000**
N-8	**Evergreen Heights Safe Routes to School Improvements**							
	Capital Costs	-	-	-	-	-	410,000	**410,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	410,000	**410,000**
N-9	**Riverwalk Drive SE Non-Motorized Improvements**							
	Capital Costs	-	-	-	250,000	1,100,000	-	**1,350,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	125,000	550,000	-	**675,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Other (MIT)	-	-	-	125,000	550,000	-	**675,000**

TIP:	Non-Motorized and Transit Projects	2020	2021	2022	2023	2024	2025	Total
N-11	**Lea Hill Safe Routes to Schools**							
	Capital Costs	-	-	-	1,420,000	387,000	-	**1,807,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	213,000	58,050	-	**271,050**
	Unsecured Grant	-	-	-	1,207,000	328,950	-	**1,535,950**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Subtotal, Non-Motorized & Transit Projects:							
	Capital Costs	**3,950,000**	**895,000**	**1,575,000**	**2,470,000**	**2,187,000**	**1,210,000**	**12,287,000**
	Funding Sources							
	Unrestricted Street Revenue	1,000,000	600,000	525,000	938,000	1,108,050	600,000	**4,771,050**
	Secured Grants	2,000,000	-	-	-	-	-	**2,000,000**
	Unsecured Grants	-	80,000	600,000	1,207,000	328,950	-	**2,215,950**
	Traffic Impact Fees	750,000	-	100,000	-	-	410,000	**1,260,000**
	REET 2	200,000	215,000	350,000	200,000	200,000	200,000	**1,365,000**
	Other (MIT)	-	-	-	125,000	550,000	-	**675,000**
	Total Funding	**3,950,000**	**895,000**	**1,575,000**	**2,470,000**	**2,187,000**	**1,210,000**	**12,287,000**

TIP#	Preservation Projects	2020	2021	2022	2023	2024	2025	Total
P-1	**Annual Arterial Preservation Program**							
	Capital Costs	1,100,000	400,000	1,200,000	1,675,000	1,300,000	1,750,000	**7,425,000**
	Funding Sources:							
	Arterial Preservation Fund	1,100,000	400,000	1,200,000	1,675,000	1,300,000	1,750,000	**7,425,000**
P-2	**Local Streets Improvement Program**							
	Capital Costs	1,900,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	**10,150,000**
	Funding Sources:							
	Local St Preservation Fund	-	-	-	-	-	-	**-**
	Transfer In (Utilities)	150,000	150,000	150,000	150,000	150,000	150,000	**900,000**
	REET 2	1,750,000	-	-	-	-	-	**1,750,000**
	Other	-	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	**7,500,000**
P-4	**Bridge Deck Preservation Program**							
	Capital Costs	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**
	Funding Sources:							
	Arterial Preservation Fund	100,000	100,000	100,000	100,000	100,000	100,000	**600,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
P-5	**Bridge Structure Preservation Program**							
	Capital Costs	50,000	-	50,000	-	50,000	-	**150,000**
	Funding Sources:							
	Arterial Preservation Fund	50,000	-	50,000	-	50,000	-	**150,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
P-6	**15th Street SW Reconstruction**							
	Capital Costs	375,000	3,000,000	-	-	-	-	**3,375,000**
	Funding Sources:							
	Arterial Preservation Fund	75,000	500,000	-	-	-	-	**575,000**
	Unsecured Grant	300,000	2,500,000	-	-	-	-	**2,800,000**
P-7	**Auburn Way N Preservation Phase 2**							
	Capital Costs	1,508,000	-	-	-	-	-	**1,508,000**
	Funding Sources:							
	Arterial Preservation Fund	618,280	-	-	-	-	-	**618,280**
	Secured Grant	889,720	-	-	-	-	-	**889,720**

TIP#	Preservation Projects	2020	2021	2022	2023	2024	2025	Total
P-8	**Auburn Way N Preservation Phase 3**							
	Capital Costs	1,727,840	-	-	-	-	-	**1,727,840**
	Funding Sources:							
	Arterial Preservation Fund	863,920	-	-	-	-	-	**863,920**
	Secured Grant	863,920	-	-	-	-	-	**863,920**
P-10	**A St SE Preservation (37th St SE to King/Pierce County Line)**							
	Capital Costs	-	-	-	135,000	1,576,000	-	**1,711,000**
	Funding Sources:							
	Arterial Preservation Fund	-	-	-	67,500	788,000	-	**855,500**
	Unsecured Grant	-	-	-	67,500	788,000	-	**855,500**
P-11	**C Street SW Presevation (W Main Sto to GSA Signal)**							
	Capital Costs	-	-	-	182,000	2,125,500	-	**2,307,500**
	Funding Sources:							
	Arterial Preservation Fund	-	-	-	182,000	871,500	-	**1,053,500**
	Unsecured Grant	-	-	-	-	1,254,000	-	**1,254,000**
P-12	**Lakeland Hills Way Preservation (57th Dr SE to Lake Tapps Pkwy)**							
	Capital Costs	100,000	1,100,000	-	-	-	-	**1,200,000**
	Funding Sources:							
	Arterial Preservation Fund	100,000	352,000	-	-	-	-	**452,000**
	Secured Grant	-	748,000	-	-	-	-	**748,000**
	Subtotal, Preservation Projects:							
	Capital Costs	**6,860,840**	**6,250,000**	**3,000,000**	**3,742,000**	**6,801,500**	**3,500,000**	**30,154,340**
	Funding Sources							
	Arterial Preservation Fund	2,907,200	1,352,000	1,350,000	2,024,500	3,109,500	1,850,000	**12,593,200**
	Secured Grants	1,753,640	748,000	-	-	-	-	**2,501,640**
	Unsecured Grants	300,000	2,500,000	-	67,500	2,042,000	-	**4,909,500**
	Local St Preservation Fund	1,900,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	**10,150,000**
	Total Funding	**6,860,840**	**6,250,000**	**3,000,000**	**3,742,000**	**6,801,500**	**3,500,000**	**30,154,340**

TIP#	Roadway Projects	2020	2021	2022	2023	2024	2025	Total
R-1	**Traffic Calming**							
	Capital Costs	50,000	150,000	150,000	150,000	150,000	150,000	**800,000**
	Funding Sources:							
	Cap. Imp. Fund Balance	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	REET 2	50,000	150,000	150,000	150,000	150,000	150,000	**800,000**
R-2	**I Street NE Corridor (45th St NE to S 277th St)**							
	Capital Costs	-	-	6,760,000	-	-	-	**6,760,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Other (Development)	-	-	6,760,000	-	-	-	**6,760,000**
R-3	**M Street Underpass (3rd St SE to 8th St SE)**							
	Capital Costs	123,428	123,135	122,843	122,550	122,258	121,965	**736,179**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Traffic Impact Fees	123,428	123,135	122,843	122,550	122,258	121,965	**736,179**
	Traffic Mitigation Fees	-	-	-	-	-	-	**-**
R-4	**A Street Loop**							
	Capital Costs	350,000	-	1,350,000	-	-	-	**1,700,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Traffic Impact Fees	70,000	-	270,000	-	-	-	**340,000**
	Other (Sound Transit)	280,000	-	1,080,000	-	-	-	**1,360,000**

TIP#	Roadway Projects	2020	2021	2022	2023	2024	2025	Total
R-5	**A Street NW, Phase 2 (W Main St to 3rd St NW)**							
	Capital Costs:	-	-	-	350,000	2,650,000	-	**3,000,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	1,325,000	-	**1,325,000**
	Traffic Impact Fees	-	-	-	350,000	-	-	**350,000**
	Other (Development)	-	-	-	-	1,325,000	-	**1,325,000**
R-6	**Auburn Way S Widening (Hemlock St SE to Poplar St SE)**							
	Capital Costs:	1,500,000	750,000	7,250,000	7,250,000	-	-	**16,750,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Secured Grant	648,750	-	-	-	-	-	**648,750**
	Unsecured Grant	-	-	5,800,000	5,800,000	-	-	**11,600,000**
	Traffic Impact Fees	851,250	750,000	1,450,000	1,450,000	-	-	**4,501,250**
R-7	**M Street NE (E Main St to 4th St NE)**							
	Capital Costs	-	-	350,000	100,000	1,150,000	-	**1,600,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	750,000	-	**750,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	350,000	100,000	400,000	-	**850,000**
R-8	**49th Street NE (Auburn Way N to I St NE)**							
	Capital Costs	-	-	850,000	2,500,000	-	-	**3,350,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	-
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Other (Development)	-	-	850,000	2,500,000	-	-	**3,350,000**
R-9	**46th Place S Realignment**							
	Capital Costs	-	-	-	-	-	375,000	**375,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	300,000	**300,000**
	Traffic Impact Fees	-	-	-	-	-	75,000	**75,000**
R-10	**Auburn Way Corridor (4th St NE to 4th St SE)**							
	Capital Costs	-	-	-	50,000	600,000	200,000	**850,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	50,000	300,000	100,000	**450,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	300,000	100,000	**400,000**
R-11	**124th Avenue SE Corridor Improvements (SE 312th St to SE 318th St)**							
	Capital Costs	-	-	-	400,000	1,100,000	2,500,000	**4,000,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	300,000	880,000	2,000,000	**3,180,000**
	Traffic Impact Fees	-	-	-	100,000	220,000	500,000	**820,000**
R-12	**R Street Bypass (M St SE to SR-18)**							
	Capital Costs	-	-	-	-	-	650,000	**650,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	150,000	**150,000**
	Other (Development)	-	-	-	-	-	500,000	**500,000**
R-13	**SE 320th Street Corridor Improvements (116th Ave SE to 122nd Ave SE)**							
	Capital Costs	-	-	425,000	695,000	2,500,000	-	**3,620,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	340,000	556,000	2,000,000	-	**2,896,000**
	Traffic Impact Fees	-	-	85,000	139,000	500,000	-	**724,000**
R-14	**W Valley Highway Improvements (15th Street NW to W Main Street)**							
	Capital Costs	-	-	-	250,000	3,000,000	-	**3,250,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	2,400,000	-	**2,400,000**
	Traffic Impact Fees	-	-	-	250,000	600,000	-	**850,000**

TIP#	Roadway Projects	2020	2021	2022	2023	2024	2025	Total
R-15	**Auburn Way S - Poplar Curve Safety Improvements**							
	Capital Costs	213,200	-	-	-	-	-	**213,200**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Secured Grant	213,200	-	-	-	-	-	**213,200**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
R-16	**Regional Growth Center Access Improvements**							
	Capital Costs	-	410,000	100,000	1,500,000	-	-	**2,010,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	325,000	-	1,300,000	-	-	**1,625,000**
	Traffic Impact Fees	-	85,000	100,000	200,000	-	-	**385,000**
R-17	**M Street SE Corridor (8th St SE to Auburn Way S)**							
	Capital Costs	-	-	-	-	2,050,000	5,250,000	**7,300,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	975,000	4,200,000	**5,175,000**
	Traffic Impact Fees	-	-	-	-	750,000	750,000	**1,500,000**
	Other (Development)	-	-	-	-	325,000	300,000	**625,000**
R-18	**SR-18 to Auburn Way S Bypass**							
	Capital Costs	-	-	12,500,000	12,500,000	-	-	**25,000,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Other (WSDOT)	-	-	5,000,000	5,000,000	-	-	**10,000,000**
	Other (Development)	-	-	7,500,000	7,500,000	-	-	**15,000,000**
R-19	**Auburn Way S Streetscape Improvements (SR-18 to M St SE)**							
	Capital Costs	-	-	-	-	1,850,000	2,650,000	**4,500,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	200,000	200,000	**400,000**
	Unsecured Grant	-	-	-	-	1,650,000	2,450,000	**4,100,000**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
R-20	**Lea Hill Road Segment 1 (R St NE to 105th Pl SE)**							
	Capital Costs	-	-	-	2,900,000	5,500,000	5,500,000	**13,900,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	2,310,000	4,400,000	4,400,000	**11,110,000**
	Traffic Impact Fees	-	-	-	590,000	1,100,000	1,100,000	**2,790,000**
R-21	**Lea Hill Road Segment 2 (105th Pl SE to 112th Ave SE)**							
	Capital Costs	-	-	-	-	-	3,500,000	**3,500,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	2,900,000	**2,900,000**
	Traffic Impact Fees	-	-	-	-	-	600,000	**600,000**
R-22	**Lea Hill Road Segment 3 (112th Ave SE to 124th Ave SE)**							
	Capital Costs	-	-	-	-	-	1,000,000	**1,000,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	750,000	**750,000**
	Traffic Impact Fees	-	-	-	-	-	250,000	**250,000**
R-23	**W Valley Highway Improvements (SR-18 to 15th St SW)**							
	Capital Costs	-	-	400,000	2,000,000	-	-	**2,400,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	320,000	1,600,000	-	-	**1,920,000**
	Traffic Impact Fees	-	-	80,000	400,000	-	-	**480,000**
R-24	**Stewart Road (Lake Tapps Parkway Corridor)**							
	Capital Costs	-	-	100,000	-	-	-	**100,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	66,000	-	-	-	**66,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Traffic Mitigation Fees	-	-	34,000	-	-	-	**34,000**

TIP#	Roadway Projects	2020	2021	2022	2023	2024	2025	Total
R-25	**R St SE Corridor Extension**							
	Capital Costs	-	-	-	-	2,000,000	8,000,000	**10,000,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	-	-	-	-	-	-	**-**
	Other (Development)	-	-	-	-	2,000,000	8,000,000	**10,000,000**
R-26	**E Valley Highway Widening**							
	Capital Costs	-	300,000	250,000	1,200,000	-	-	**1,750,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	200,000	960,000	-	-	**1,160,000**
	Traffic Impact Fees	-	300,000	50,000	240,000	-	-	**590,000**
R-27	**Lea Hill Road Segment 1A (Garden Avenue)**							
	Capital Costs	150,000	350,000	-	-	-	-	**500,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	150,000	350,000	-	-	-	-	**500,000**
	Subtotal, Roadway Projects:							
	Capital Costs	**2,386,628**	**2,083,135**	**30,607,843**	**31,967,550**	**22,672,258**	**29,896,965**	**119,614,379**
	Funding Sources							
	Unrestricted Street Revenue	-	-	66,000	50,000	1,250,000	300,000	1,666,000
	Secured Grants	861,950	-	-	-	-	-	861,950
	Unsecured Grants	-	325,000	6,660,000	12,826,000	13,630,000	17,000,000	50,441,000
	Traffic Impact Fees	1,194,678	1,608,135	2,507,843	3,941,550	3,992,258	3,646,965	16,891,429
	Traffic Mitigation Fees	-	-	34,000	-	-	-	34,000
	REET 2	50,000	150,000	150,000	150,000	150,000	150,000	800,000
	Other (WSDOT)	-	-	5,000,000	5,000,000	-	-	10,000,000
	Other (Development)	-	-	15,110,000	10,000,000	3,650,000	8,800,000	37,560,000
	Other (ST)	280,000	-	1,080,000	-	-	-	1,360,000
	Total Funding	**2,386,628**	**2,083,135**	**30,607,843**	**31,967,550**	**22,672,258**	**29,896,965**	**119,614,379**

TIP#	Pre. Eng. and Misc. Projects	2020	2021	2022	2023	2024	2025	Total
S-1	**A Street NW, Phase 1**							
	Capital Costs	25,000	25,000	25,000	-	-	-	**75,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Secured Fed and State Grants	-	-	-	-	-	-	**-**
	Traffic Impact Fees	25,000	25,000	25,000	-	-	-	**75,000**
S-2	**S 272nd/277th Street St Corridor Environmental Monitoring**							
	Capital Costs	20,000	20,000	20,000	20,000	20,000	20,000	**120,000**
	Funding Sources:							
	Unrestricted Street Revenue	-	-	-	-	-	-	**-**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	20,000	20,000	20,000	20,000	20,000	20,000	**120,000**
S-3	**A Street SE Corridor Study**							
	Capital Costs	105,000	-	-	-	-	-	**105,000**
	Funding Sources:							
	Unrestricted Street Revenue	55,000	-	-	-	-	-	**55,000**
	Unsecured Grant	-	-	-	-	-	-	**-**
	Traffic Impact Fees	50,000	-	-	-	-	-	**50,000**
	Subtotal, Pre. Eng. and Misc. Projects:							
	Capital Costs	**150,000**	**45,000**	**45,000**	**20,000**	**20,000**	**20,000**	**300,000**
	Funding Sources							
	Unrestricted Street Revenue	55,000	-	-	-	-	-	**55,000**
	Secured Grants	-	-	-	-	-	-	**-**
	Unsecured Grants	-	-	-	-	-	-	**-**
	Traffic Impact Fees	95,000	45,000	45,000	20,000	20,000	20,000	245,000
	Traffic Mitigation Fees	-	-	-	-	-	-	**-**
	Total Funding	**150,000**	**45,000**	**45,000**	**20,000**	**20,000**	**20,000**	**300,000**

PROJECT FINANCING SUMMARY:	2020	2021	2022	2023	2024	2025	Total
CAPITAL COSTS							
Int., Signal and ITS Projects	1,409,000	1,058,598	1,828,196	3,187,794	4,137,392	3,526,990	**15,147,970**
Non-Motorized Projects	3,950,000	895,000	1,575,000	2,470,000	2,187,000	1,210,000	**12,287,000**
Preservation Projects	6,860,840	6,250,000	3,000,000	3,742,000	6,801,500	3,500,000	**30,154,340**
Roadway Projects	2,386,628	2,083,135	30,607,843	31,967,550	22,672,258	29,896,965	**119,614,379**
Prel. Eng. and Misc. Projects	150,000	45,000	45,000	20,000	20,000	20,000	**300,000**
Total Costs	**14,756,468**	**10,331,733**	**37,056,039**	**41,387,344**	**35,818,150**	**38,153,955**	**177,503,689**
FUNDING SOURCES:							
Unrestricted Street Revenue	1,230,000	1,125,000	611,000	1,613,000	2,738,050	1,445,000	**8,762,050**
Secured Grants	5,326,590	748,000	-	-	-	-	**6,074,590**
Unsecured Grants	300,000	2,905,000	7,620,000	15,105,500	18,400,950	19,325,000	**63,656,450**
Traffic Impact Fees	2,312,678	1,886,733	3,801,039	5,044,344	4,819,650	4,433,955	**22,298,399**
Traffic Mitigation Fees	-	-	34,000	-	-	-	**34,000**
Local Street Pres. Fund 103	1,900,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	**10,150,000**
Arterial Preservation Fund 105	2,907,200	1,352,000	1,350,000	2,024,500	3,109,500	1,850,000	**12,593,200**
Cap. Imp. Fund Balance	-	-	-	-	-	-	**-**
REET2	500,000	665,000	800,000	650,000	650,000	650,000	**3,915,000**
Other (WSDOT)	-	-	5,000,000	5,000,000	-	-	**10,000,000**
Other (Development)	-	-	15,110,000	10,000,000	3,650,000	8,800,000	**37,560,000**
Other (MIT)	-	-	-	125,000	550,000	-	**675,000**
Other (ST)	280,000	-	1,080,000	-	-	-	**1,360,000**
Other (GRC)	-	-	-	175,000	250,000	-	**425,000**
Total Funding	**14,756,468**	**10,331,733**	**37,056,039**	**41,387,344**	**35,818,150**	**38,153,955**	**177,503,689**

Financial Constraint & Fund Balance Summary

Financial Constraint and Fund Balance Summary

	2020	2021	2022	2023	2024	2025
Unrestricted Street Revenue 102						
Beginning Fund Balance	1,269,477	659,477	154,477	168,477	(819,523)	(2,927,573)
Forecast Annual Revenue	620,000	620,000	625,000	625,000	630,000	630,000
Project Expenses	1,230,000	1,125,000	611,000	1,613,000	2,738,050	1,445,000
End of Year Fund Balance	659,477	154,477	168,477	(819,523)	(2,927,573)	(3,742,573)
Traffic Impact Fees						
Beginning Fund Balance	5,881,106	4,543,428	3,631,695	830,656	(3,213,688)	(7,008,338)
Forecast Annual Revenue	975,000	975,000	1,000,000	1,000,000	1,025,000	1,025,000
Project Expenses	2,312,678	1,886,733	3,801,039	5,044,344	4,819,650	4,433,955
End of Year Fund Balance	4,543,428	3,631,695	830,656	(3,213,688)	(7,008,338)	(10,417,293)
Traffic Mitigation Fees						
Beginning Fund Balance	71,309	71,309	71,309	37,309	37,309	37,309
Forecast Annual Revenue	-	-	-	-	-	-
Project Expenses	-	-	34,000	-	-	-
End of Year Fund Balance	71,309	71,309	37,309	37,309	37,309	37,309
Local Street Preservation Fund 103						
Beginning Fund Balance	1,206,581	1,056,581	1,156,581	1,256,581	1,356,581	1,456,581
Forecast Annual Revenue	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
Project Expenses	1,900,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000
End of Year Fund Balance	1,056,581	1,156,581	1,256,581	1,356,581	1,456,581	1,556,581
Arterial Preservation Fund 105						
Beginning Fund Balance	833,496	26,296	774,296	1,624,296	1,799,796	890,296
Forecast Annual Revenue	2,100,000	2,100,000	2,200,000	2,200,000	2,200,000	2,300,000
Project Expenses	2,907,200	1,352,000	1,350,000	2,024,500	3,109,500	1,850,000
End of Year Fund Balance	26,296	774,296	1,624,296	1,799,796	890,296	1,340,296
Grants						
Secured Grants	5,326,590	748,000	-	-	-	-
Unsecured Grants	300,000	2,905,000	7,620,000	15,105,500	18,400,950	19,325,000

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-1

Project Title: **Signal Replacement Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This program will replace existing traffic signals as they reach the end of their serviceable life span. Replacement signals will match the City's current design standards, meet ADA accessiblity requirements, and include battery backup power supplies. The signal anticipated to be replaced in 2021 is the Auburn Way N/1st Street NE signal which was constructed in 1968. The signal anticipated to be replaced in 2025 is the E Main Street/Auburn Avenue signal which was also constructed in 1968.

Progress Summary:

Future Impact on Operating Budget:
This project will have no additional impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	150,000	50,000	525,000	-	-	200,000	525,000	-	1,450,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
REET2	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**150,000**	**50,000**	**525,000**	**-**	**-**	**200,000**	**525,000**	**-**	**1,450,000**
Capital Expenditures:										
Design	-	150,000	-	-	-	-	200,000	-	-	350,000
Right of Way	-	-	50,000	-	-	-	-	-	-	50,000
Construction	-	-	-	525,000	-	-	-	525,000	-	1,050,000
Total Expenditures:	**-**	**150,000**	**50,000**	**525,000**	**-**	**-**	**200,000**	**525,000**	**-**	**1,450,000**

Six Year Transportation Improvement Plan

CAPITAL IMPROVEMENT FUND (328)

TIP# I-2

Project Title: **Traffic Signal Improvements** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity (Annual)**
Project Manager: **Scott Nutter** **LOS Corridor ID# N/A**

Description:
This project funds end of life capital replacement for traffic signal and Intelligent Transportation System equipment including cabinets, video detection cameras, field network devices, traffic cameras, battery backup components, and other related equipment. This project also funds minor safety improvements, operations improvements, and Accessible Pedestrian Signal Improvements based on the requirements of the Americans with Disabilities Act (ADA).

Progress Summary:
Project continues to complete various intersection improvements.

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
REET 2	-	175,000	200,000	200,000	200,000	200,000	200,000	200,000	-	1,375,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**175,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**-**	**1,375,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	175,000	200,000	200,000	200,000	200,000	200,000	200,000	-	1,375,000
Total Expenditures:	**-**	**175,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**-**	**1,375,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-3

Project Title: **ITS Dynamic Message Signs** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Non-Capacity (ITS)**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This project funds the design and construction of Dynamic Message Signs at various locations throughout the City. Dynamic message signs are an important ITS tool for providing information to roadway users. Priority locations for sign placement are based on the Comprehensive Transportation Plans ITS map and include S. 277th, Auburn Way N, Auburn Way S, W Valley Highway, E Valley Highway, Lake Tapps Parkway, 15th St NW, and Lea Hill Rd.

Progress Summary:
The first two signs (Auburn Way S and S 277th Street) have been completed.

Future Impact on Operating Budget:
The annual maintenance and operational costs for this project is estimated to be $6,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	97,500	126,820	125,000	-	20,000	125,000	-	20,000	125,000	639,320
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
REET2 (328 Fund)	97,500	-	-	-	-	-	-	-	-	97,500
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**195,000**	**126,820**	**125,000**	**-**	**20,000**	**125,000**	**-**	**20,000**	**125,000**	**736,820**
Capital Expenditures:										
Design	12,500	20,000	-	-	20,000	-	-	20,000	-	72,500
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	182,500	106,820	125,000	-	-	125,000	-	-	125,000	664,320
Total Expenditures:	**195,000**	**126,820**	**125,000**	**-**	**20,000**	**125,000**	**-**	**20,000**	**125,000**	**736,820**

Six Year Transportation Improvement Plan

CAPITAL IMPROVEMENT FUND (328)

TIP# I-4

Project Title: **Street Lighting Improvement Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity (Annual)**
Project Manager: **Scott Nutter** **LOS Corridor ID# N/A**

Description:
This project funds lighting improvements throughout the City, including conversion to LED lighting and installing new street lights.

Progress Summary:
This is a new program for 2017.

Future Impact on Operating Budget:

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
REET 2	-	50,000	50,000	100,000	100,000	100,000	100,000	100,000	-	600,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**50,000**	**50,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**600,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	50,000	50,000	100,000	100,000	100,000	100,000	100,000	-	600,000
Total Expenditures:	**-**	**50,000**	**50,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**600,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-5

Project Title: **Harvey Rd NE/8th St NE Intersection Improvements** **STIP# AUB-N/A**
Project No: **CP0611**
Project Type: **Capacity**
Project Manager: **N/A** **LOS Corridor ID# 5,19**

Description:
Add one eastbound through/right turn-lane on 8th St NE to the west of Harvey Rd. Modify traffic signals and traffic channelization to accommodate the new lane. The additional lane will reduce traffic delays and queuing at the intersection of Harvey Rd and 8th St NE in all directions. This project will reconstruct 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 will address the existing poor pavement condition and fill in any gaps in the sidewalk network.

Progress Summary:
Project was completed in 2010. Ongoing budget is for PWTFL debt payments.

Future Impact on Operating Budget:
This project will have no additional impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees (Debt Service)	776,777	84,401	84,000	83,598	83,196	82,794	82,392	81,990	243,561	1,602,709
Traffic Impact Fees	204,500	-	-	-	-	-	-	-	-	204,500
PWTF	1,527,300	-	-	-	-	-	-	-	-	1,527,300
Total Funding Sources:	**1,731,800**	**84,401**	**84,000**	**83,598**	**83,196**	**82,794**	**82,392**	**81,990**	**243,561**	**1,807,209**
Capital Expenditures:										
Design	327,500	-	-	-	-	-	-	-	-	327,500
Right of Way	200,400	-	-	-	-	-	-	-	-	200,400
Construction	1,203,900	-	-	-	-			-	-	1,203,900
Long Term Debt: PWTF	776,777	84,401	84,000	83,598	83,196	82,794	82,392	81,990	243,561	1,602,709
Total Expenditures:	**1,731,800**	**84,401**	**84,000**	**83,598**	**83,196**	**82,794**	**82,392**	**81,990**	**243,561**	**1,807,209**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-6

Project Title: **Lake Tapps Parkway ITS Expansion** **STIP# AUB-54**
Project No: **CP1618**
Project Type: **Capacity**
Project Manager: **Jai Carter** **LOS Corridor ID# 17**

Description:
The project funds the design, coordination, permitting, and construction of new ITS infrastructure along Lake Tapps Parkway from Lakeland Hills Way to East Valley Highway, and along East Valley Highway to Lakeland Hills Way. The proposed ITS infrastructure includes conduit, fiber, VMS signage, cameras, network communication upgrades, and weather stations along the route.

Progress Summary:
Federal Grant application was submitted to PSRC in May 2014. Project was awarded design and construction funds in 2016; the awarded funds were released to the City in 2019.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Secured Federal Grant	-	82,950	711,000	-	-	-	-	-	-	793,950
Traffic Impact Fees	3,572	22,050	189,000	-	-	-	-	-	-	214,622
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**3,572**	**105,000**	**900,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,008,572**
Capital Expenditures:										
Design	3,572	105,000	-	-	-	-	-	-	-	108,572
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	900,000	-	-	-	-	-	-	900,000
Total Expenditures:	**3,572**	**105,000**	**900,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,008,572**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-7

Project Title: **SE 320th Street/116th Avenue SE Roundabout** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Safety**
Project Manager: **TBD** **LOS Corridor ID# 25**

Description:
This project will fund the design, right-of-way acquisition, and construction of a modern roundabout at the SE 320th Street intersction with 116th Avenue SE. The intersection currently has stop control on the 116th Avenue SE approaches.

Progress Summary:
The schedule for the project is dependent on the ability to secure grant funding.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $1,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	325,000	30,000	-	-	355,000
Unsecured Grant	-	-	-	-	-	-	-	1,370,000	-	1,370,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**325,000**	**30,000**	**1,370,000**	**-**	**1,725,000**
Capital Expenditures:										
Pre-Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	325,000	-	-	-	325,000
Right of Way	-	-	-	-	-	-	30,000	-	-	30,000
Construction	-	-	-	-	-	-	-	1,370,000	-	1,370,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**325,000**	**30,000**	**1,370,000**	**-**	**1,725,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-8

Project Title: **R Street SE/29th Street SE Intersection Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 16, 27**

Description:
This project funds the design, right-of-way acquisition and construction of intersection capacity and safety improvements at the 29th St SE/R St SE intersection.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $500.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-		-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	360,000	800,000	-	-	-	1,160,000
Traffic Impact Fees	-	-	-	-	90,000	200,000	-	-	-	290,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**450,000**	**1,000,000**	**-**	**-**	**-**	**1,450,000**
Capital Expenditures:										
Design	-	-	-	-	450,000	-	-	-	-	450,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	1,000,000	-	-	-	1,000,000
Total Expenditures:	**-**	**-**	**-**	**-**	**450,000**	**1,000,000**	**-**	**-**	**-**	**1,450,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-9

Project Title: **M Street SE/29th Street SE Intersection Safety Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# 27**

Description:
This project includes the design and construction of a new traffic signal.

Progress Summary:
M St SE & 29th St SE is currently an all-way stop controlled intersection, experiences significant congestion in the peak traffic hours, and has a documented high collision history. Preliminary design is scheduled to be initiated in 2019. Construction will be completed when project is fully funded.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	100,000	400,000	-	-	500,000
Traffic Impact Fees	-	-	-	-	-	100,000	400,000	-	-	500,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**200,000**	**800,000**	**-**	**-**	**1,000,000**
Capital Expenditures:										
Design	-	-	-	-	-	200,000	-	-	-	200,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	800,000	-	-	800,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**200,000**	**800,000**	**-**	**-**	**1,000,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-10

Project Title: **R Street SE/21st Street SE Intersection Safety Improvements** **STIP# AUB-N/A**
Project No: **CP1918**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# 16**

Description:
This project includes the design and construction of intersection safety improvements.

Progress Summary:
R St SE/21st St SE is currently a two-way stop controlled intersection, experiences significant congestion in the peak traffic hours, and has a documented high collision history. Analysis to determine appropriate intersection control and preliminary design are anticipated to be compelted in 2019. Construction will be completed when the project is fully funded. Interim improvements were constructed in 2017 to improve the pedestrian crossing in partnership with the Muckleshoot Indian Tribe.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	150,000	800,000	-	-	-	-	950,000
Traffic Mitigation Funds	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**150,000**	**800,000**	**-**	**-**	**-**	**-**	**950,000**
Capital Expenditures:										
Design	-	-	-	100,000	-	-	-	-	-	100,000
Right of Way	-	-	-	50,000	-	-	-	-	-	50,000
Construction	-	-	-	-	800,000	-		-	-	800,000
Total Expenditures:	**-**	**-**	**-**	**150,000**	**800,000**	**-**	**-**	**-**	**-**	**950,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-11

Project Title: **Auburn Way S/6th Street SE Intersection Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# 3**

Description:
This project will fund the design, right-of-way acquisition, and construction of a new southbound right-turn pocket on Auburn Way S at the intersection with 6th Street SE/SR-18 EB ramps.

Progress Summary:
The project phases will be completed when grant funding is secured.

Future Impact on Operating Budget:
This annual maintenance cost for this project is estimated to be $2,500.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Federal Grant	-	-	-	-	-	105,000	-	505,000	-	610,000
Traffic Impact Fees	-	-	-	-	-	25,000	25,000	125,000	-	175,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**130,000**	**25,000**	**630,000**	**-**	**785,000**
Capital Expenditures:										
Design	-	-	-	-	-	130,000	-	-	-	130,000
Right of Way	-	-	-	-	-	-	25,000	-	-	25,000
Construction	-	-	-	-	-	-	-	630,000	-	630,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**130,000**	**25,000**	**630,000**	**-**	**785,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP # I-12

Project Title: **C Street SW/15th Street SW Intersection Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 12, 13**

Description:
This project will construct a southbound right-turn pocket, re-channelize the intersection to provide two southbound through lanes, and replace the existing spanwire traffic signal with a new traffic signal.

Progress Summary:
Design is planned to begin in 2022. Construction will be sheduled once full funding is secured.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $2,500.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	800,000	-	-	800,000
Traffic Impact Fees	-	-	-	-	-	200,000	200,000	-	-	400,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**200,000**	**1,000,000**	**-**	**-**	**1,200,000**
Capital Expenditures:										
Design	-	-	-	-	-	200,000	-	-	-	200,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	1,000,000	-	-	1,000,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**200,000**	**1,000,000**	**-**	**-**	**1,200,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-13

Project Title: **124th Avenue SE/SE 320th Street Intersection Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 23, 25**

Description:
This project will fund the design, right-of-way acquisition, and construction of improvements to the intersection of SE 320th St/124th Ave SE. The intersection is located at the main entrance to Green River College and will require additional on-site improvements to be constructed.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $2,500.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	175,000	150,000	-	-	325,000
Unsecured Grant	-	-	-	-	-	-	1,200,000	-	-	1,200,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other (GRC)	-	-	-	-	-	175,000	250,000	-	-	425,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**350,000**	**1,600,000**	**-**	**-**	**1,950,000**
Capital Expenditures:										
Design	-	-	-	-	-	350,000	-	-	-	350,000
Right of Way	-	-	-	-	-	-	100,000	-	-	100,000
Construction	-	-	-	-	-	-	1,500,000	-	-	1,500,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**350,000**	**1,600,000**	**-**	**-**	**1,950,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-14

Project Title: **124th Avenue SE/SE 284th Street Intersection Safety Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This project will complete the design phase, purchase ROW, and construct safety and capacity improvements at this intersection. The improvements will include a left-turn lane for northbound vehicles on 124th Avenue SE.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $2,000.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	450,000	-	450,000
Traffic Impact Fees	-	-	-	-	-	-	100,000	150,000	-	250,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**100,000**	**600,000**	**-**	**700,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	100,000	-	-	100,000
Right of Way	-	-	-	-	-	-	-	50,000	-	50,000
Construction	-	-	-	-	-	-	-	550,000	-	550,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**100,000**	**600,000**	**-**	**700,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# I-15

Project Title: **10th Street NW/A Street NW Intersection Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This project will complete the design and construction of a new traffic signal in place of the existing stop-control on the 10th Street NW approach.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $500.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	175,000	475,000	-	-	-	650,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**175,000**	**475,000**	**-**	**-**	**-**	**650,000**
Capital Expenditures:										
Design	-	-	-	-	175,000	-	-	-	-	175,000
Right of Way	-	-	-	-	-	475,000	-	-	-	475,000
Construction	-	-	-	-	-	-	-	-	-	-
Total Expenditures:	**-**	**-**	**-**	**-**	**175,000**	**475,000**	**-**	**-**	**-**	**650,000**

CITY OF
AUBURN
WASHINGTON

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-1

Project Title: **Pedestrian Accessibility and Safety Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity (Annual)**
Project Manager: **James Webb** **LOS Corridor ID# N/A**

Description:
This is an annual program to fund small pedestrian improvement projects at locations throughout the City. Projects are prioritized annually based on pedestrian demands, existing deficiencies, and citizen requests.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-	700,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
REET	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**700,000**
Capital Expenditures:										
Design	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	70,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	90,000	90,000	90,000	90,000	90,000	90,000	90,000	-	630,000
Total Expenditures:	**-**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**700,000**

Six Year Transportation Improvement Plan

CAPITAL IMPROVEMENT FUND (328)

TIP# N-2

Project Title: **ADA and Sidewalk Improvement Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity (Annual)**
Project Manager: **James Webb** **LOS Corridor ID# N/A**

Description:
This project funds citywide accessibility improvements to the public right-of-way sidewalk system including adding/upgrading curb ramps, removing barriers to access and completing gaps. Projects are prioritized annually based on pedestrian demands, existing deficiencies, and citizen requests.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
REET 2	-	200,000	200,000	200,000	200,000	200,000	200,000	200,000	-	1,400,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**-**	**1,400,000**
Capital Expenditures:										
Design	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	-	140,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	180,000	180,000	180,000	180,000	180,000	180,000	180,000	-	1,260,000
Total Expenditures:	**-**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**-**	**1,400,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-3

Project Title: **Arterial Bicycle and Safety Improvement Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity (Safety)**
Project Manager: **James Webb** **LOS Corridor ID# N/A**

Description:
This is a bi-annual program to fund bicycle and safety improvements on classified roadways. Projects are prioritized bi-annually based upon field studies and community feedback.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	90,000	-	100,000	-	100,000	-	100,000	100,000	490,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**90,000**	**-**	**100,000**	**-**	**100,000**	**-**	**100,000**	**100,000**	**490,000**
Capital Expenditures:										
Design	-	10,000	-	10,000	-	10,000	-	10,000	10,000	50,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	80,000	-	90,000	-	90,000	-	90,000	90,000	440,000
Total Expenditures:	**-**	**90,000**	**-**	**100,000**	**-**	**100,000**	**-**	**100,000**	**100,000**	**490,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-4

Project Title: **Transit Parternship Routes** **STIP# AUB-N/A**
Project No: **N/A**
Project Type: **Other**
Project Manager: **Joe Welsh** **LOS Corridor ID# N/A**

Description:
Operating costs associated with the Commuter Shuttle (PT497) from the Lakeland Hills neighborhood to Auburn Station and King County Metro Transit's Route 910.

Progress Summary:
The Lakeland Hills route, PT497, began in 2009, the community shuttle, Route 910, in 2010. Lakeland Hills Sounder Shuttle is a partnership route with King County Metro and Pierce Transit currently authorized through February 2020. Route 910 is a KC Metro Transit Now Partnership Program currently authorized until September 2020. It is anticipated that the partnership agreement will be renewed in 2020.

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	400,000	400,000	400,000	400,000	400,000	400,000	400,000	-	2,800,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
REET	-	-	-	-	-	-	-	-	-	-
Other (Agencies)	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**	**-**	**2,800,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Transit Service	-	400,000	400,000	400,000	400,000	400,000	400,000	400,000	-	2,800,000
Total Expenditures:	**-**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**	**400,000**	**-**	**2,800,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-5

Project Title: **F Street SE Non-Motorized Improvements (Downtown to Les Gove)** **STIP# AUB-49**
Project No: **CP1416**
Project Type: **Capacity, Non-Motorized**
Project Manager: **Seth Wickstrom** **LOS Corridor ID# N/A**

Description:
The F St SE project includes pavement rehabilitation, installation of curbs, gutters, bike lanes, sidewalks, ADA improvements, utility undergrounding, LED street lighting, new two way center left turn-lane, crash attenuation at the supports for the BNSF railroad bridge, wayfinding signage and a "Bicycle Boulevard" designation of roadway connections between Auburn City Hall and the Les Gove Park Campus. This project improves mobility and safety along the corridor and will complete a gap in the non-motorized network between Auburn's Regional Growth Center and the Les Gove Community Campus. The major infrastructure improvements are approximately 0.3 miles long and the "Bicycle Boulevard" improvements are just over a mile long.

Progress Summary:
Preliminary design and survey work was completed in 2009. Federal Grant was secured in 2014 for design and ROW phases. Design phase was initiated in 2015.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $4,100.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	500,000	-		-	-	-	-	500,000
Secured Federal Grant	331,990	188,010	2,000,000	-	-	-	-	-	-	2,520,000
Traffic Impact Fees	55,789	114,211	750,000	-		-	-	-	-	920,000
Unsecured Federal Grant	-	-	-	-		-	-	-	-	-
Total Funding Sources:	**387,779**	**302,221**	**3,250,000**	**-**	**-**	**-**	**-**	**-**	**-**	**3,940,000**
Capital Expenditures:										
Design	387,779	252,221	-	-	-	-	-	-	-	640,000
Right of Way	-	50,000	-	-	-	-	-	-	-	50,000
Construction	-	-	3,250,000	-		-		-		3,250,000
Total Expenditures:	**387,779**	**302,221**	**3,250,000**	**-**	**-**	**-**	**-**	**-**	**-**	**3,940,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-6

Project Title: **Auburn Station Access Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Non-Capacity, Transit**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This project will modify channelization and curb radii to improve turning radii for transit vehicles at the northeast corner of A St SW/2nd St SW.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to minimal.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	25,000	-	-	-	-	25,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other (Sound Transit)	-	-	-	-	100,000	-	-	-	-	100,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**125,000**	**-**	**-**	**-**	**-**	**125,000**
Capital Expenditures:										
Design	-	-	-	-	15,000	-	-	-	-	15,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	110,000	-	-	-	-	110,000
Total Expenditures:	**-**	**-**	**-**	**-**	**125,000**	**-**	**-**	**-**	**-**	**125,000**

Six Year Transportation Improvement Plan

CAPITAL IMPROVEMENT FUNDS (328)

TIP# N-7

Project Title: **Auburn Way S (SR-164) - Southside Sidewalk Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Non-motorized, Safety**
Project Manager: **TBD** **LOS Corridor ID# 4**

Description:
The project will construct missing sidewalk along the south side of Auburn Way S. The existing sidewalk along the south side currently ends at the intersection with Howard Road and restarts to the west of the intersection with Muckleshoot Plaza. The sidewalk gap extends for approximately 1,700 feet. The project also includes a Rapid Flashing Rectangular Beacon (RRFB) across Howard Road to provide a connection from the existing non-motorized facilities to the proposed improvements. TIB awarded funding to design and construct the missing sidewalk along the north side of Auburn Way S, with construction anticipated to be completed by the end of 2019.

Progress Summary:
Grant funding for the project will be applied for in 2020. If awarded, the design phase would occur in 2021 with construction of the improvements in 2022.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		2019 YE	Budget			Forecast Project Costs				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Cap. Imp. Fund Balance	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	80,000	600,000	-	-	-	-	680,000
Traffic Impact Fees	-		-	-	-	-	-	-	-	-
REET2	-	-	-	15,000	150,000	-	-	-	-	165,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**95,000**	**750,000**	**-**	**-**	**-**	**-**	**845,000**
Capital Expenditures:										
Design	-	-	-	95,000	-	-	-	-	-	95,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-		750,000	-	-	-	-	750,000
Total Expenditures:	**-**	**-**	**-**	**95,000**	**750,000**	**-**	**-**	**-**	**-**	**845,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-8

Project Title: **Evergreen Heights Safe Routes to School Improvements** **STIP# AUB-N/A**
Project No: **CP1810**
Project Type: **Capacity, Non-Motorized**
Project Manager: **TBD** **LOS Corridor ID# 37**

Description:
Phase 1 of the project included the vertical realignment of S 316th Street along the school frontage to address a sight-distance problems associated with the school driveways and at the intersection with 56th Avenue S. This improvement is being constructed by the school district as part of their half street improvements associated with on-site improvements to the school.

Phase 2 of the project will realign the 56th Avenue S approach to S 316th Street to the east to remove the offset between the street approach and school driveway, and a roundabout will be constructed at the S 316th Street/56th Avenue S intersection replacing the existing all-way stop-control. Other project elements include street lighting and required storm water system improvements.

Progress Summary:
A partnership with the Auburn School District was created for the Phase 1 improvements, which were completed 2019.

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	24,500	-	-	-	-	-	-	-	-	24,500
Unsecured State Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	410,000	2,270,000	2,680,000
Other(Auburn Sch. District)	122,500	-	-	-	-	-	-	-	-	122,500
Traffic Mitigation Fees	100,000	-	-	-	-	-	-	-	-	100,000
Total Funding Sources:	**247,000**	**-**	**-**	**-**	**-**	**-**	**-**	**410,000**	**2,270,000**	**2,927,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	200,000	-	200,000
Right of Way	-	-	-	-	-	-	-	210,000	-	210,000
Construction	247,000	-	-	-	-	-	-	-	2,270,000	2,517,000
Total Expenditures:	**247,000**	**-**	**-**	**-**	**-**	**-**	**-**	**410,000**	**2,270,000**	**2,927,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP # N-9

Project Title: **Riverwalk Drive SE Non-Motorized Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Non-Motorized**
Project Manager: **TBD** **LOS Corridor ID# 27**

Description:
This project is planned as a partnerhsip between the City of Auburn and the Muckleshoot Indian Tribe to improve pedestrian safety by constructing sidewalks, street lighting, and related storm improvements along the east side of Riverwalk Drive SE between Auburn Way S and Howard Road SE. This project will close a major gap in sidewalk system and ties into the proposed improvements on Auburn Way South. The project will also install a RRFB at the intersection with Howard Road.

Progress Summary:
Design is anticipated to begin in 2022. Construction will be completed when funds are available.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $10,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				**Total Project**
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Unrestricted Street Revenue	-	-	-	-	-	125,000	550,000	-	-	675,000
Unsecured Grant	-	-	-	-	-	-		-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other (MIT)	-	-	-	-	-	125,000	550,000	-	-	675,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**250,000**	**1,100,000**	**-**	**-**	**1,350,000**
Capital Expenditures:										
Design	-	-	-	-	-	250,000	-	-	-	250,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	1,100,000	-	-	1,100,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**250,000**	**1,100,000**	**-**	**-**	**1,350,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# N-11

Project Title: **Lea Hill Safe Routes to Schools** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Non-Motorized**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
The project will design and construct non-motorized improvements along SE 304th St from Hazelwood Elementary School extending east to 124th Ave SE and continuing south along 124th Ave SE to Lea Hill Elementary School. The project will complete multiple gaps in the existing non-motorized network. The elements of work include construction of approximately 2,400 linear feet of sidewalk to match adjacent widths. The project will also construct curb and gutter, ADA compliant curb ramps, driveways aprons and retaining walls associated with the new sidewalks. Utility poles will need to be relocated to accommodate the proposed sidewalk alignment in some locations. Where sidewalks are installed the bike network will be extended in most locations along the project to include the connection to and from the existing bicycle improvements constructed as part of the SE 304th St/124th Ave SE roundabout. Additional lighting is proposed for pedestrian safety and will be incorporated onto existing/relocated utility poles. Ancillary work, including but not limited to, property restoration, grading, storm upgrades, school zone beacon relocation, channelization, fencing, landscaping and mailbox relocation will be addressed with the project.

Progress Summary:
Grant funding will be applied for in 2020. If secured the design phase will be started in 2021 and construction completed during 2022.

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	213,000	58,050	-	-	271,050
Unsecured State Grant	-	-	-	-	-	1,207,000	328,950	-	-	1,535,950
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**1,420,000**	**387,000**	**-**	**-**	**1,807,000**
Capital Expenditures:										
Design	-	-	-	-	-	70,000	-	-	-	70,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	1,350,000	387,000	-	-	1,737,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**1,420,000**	**387,000**	**-**	**-**	**1,807,000**

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Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-1

Project Title: **Arterial Street Preservation Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Preservation**
Project Manager: **Jacob Sweeting** **LOS Corridor ID# N/A**

Description: Implement regular pavement maintenance and/or rehabilitation of various classified streets citywide. These projects may include a combination of crack seal, overlays, rebuilds, and spot repairs. This program is funded through a 1% utility tax that was adopted by City Council during 2008.

Progress Summary:
The 2017 construction cycle included the completion of the B Street NW reconstruction and provided matching funds for the Federally funded preservation projects on Auburn Way N and Lake Tapps Parkway. 2018 construction includes matching funds for the Federally funded preservation of S 277th Street and 15th Street NE/NW preservation, and for arterial patching and overlay.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Arterial Preservation Fund	-	1,000,000	1,100,000	400,000	1,200,000	1,675,000	1,300,000	1,750,000	-	8,425,000
Utility Tax	-	-	-	-	-	-	-	-	-	-
REET2	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**1,000,000**	**1,100,000**	**400,000**	**1,200,000**	**1,675,000**	**1,300,000**	**1,750,000**	**-**	**8,425,000**
Capital Expenditures:										
Design	-	100,000	50,000	20,000	50,000	60,000	50,000	60,000	-	390,000
Right of Way	-	-	-	-					-	-
Construction	-	900,000	1,050,000	380,000	1,150,000	1,615,000	1,250,000	1,690,000	-	8,035,000
Total Expenditures:	**-**	**1,000,000**	**1,100,000**	**400,000**	**1,200,000**	**1,675,000**	**1,300,000**	**1,750,000**	**-**	**8,425,000**

Six Year Transportation Improvement Plan

LOCAL STREET PRESERVATION FUND (103)

TIP# P-2

Project Title: **Local Street Improvement Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Preservation**
Project Manager: **Jacob Sweeting** **LOS Corridor ID# N/A**

Description:
The program preserves local (unclassified) streets. The work includes crack sealing, asphalt patching, pre-leveling, asphalt overlays and roadway reconstruction. Beginning in 2019 REET funding was dedicated by council to this program.

Progress Summary:
This program has successfully completed overlays, chip seals and complete reconstructions since 2005. The program will focus on completing reconstruction needs in addition to regular maintenance treatments.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Local Street Preserv. Fund	-	650,000	-	-	-	-	-	-	-	650,000
Transfer In (Utilities)	-	150,000	150,000	150,000	150,000	150,000	150,000	150,000	-	1,050,000
REET2	-	1,750,000	1,750,000	-	-	-	-	-	-	3,500,000
Other	-	-	-	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	-	7,500,000
Total Funding Sources:	**-**	**2,550,000**	**1,900,000**	**1,650,000**	**1,650,000**	**1,650,000**	**1,650,000**	**1,650,000**	**-**	**12,700,000**
Capital Expenditures:										
Design	-	525,000	525,000	500,000	525,000	500,000	525,000	500,000	-	3,600,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	2,025,000	1,375,000	1,150,000	1,125,000	1,150,000	1,125,000	1,150,000	-	9,100,000
Total Expenditures:	**-**	**2,550,000**	**1,900,000**	**1,650,000**	**1,650,000**	**1,650,000**	**1,650,000**	**1,650,000**	**-**	**12,700,000**

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-4

Project Title: **Bridge Deck Preservation Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Preservation**
Project Manager: **Scott Nutter** **LOS Corridor ID# N/A**

Description:
This is a annual program to fund the rehabilitation of bridge decks as identified by the City's annual bridge inspection program.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Arterial Preservation Fund	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-	700,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**700,000**
	-									
Capital Expenditures:										
Design	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	70,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	90,000	90,000	90,000	90,000	90,000	90,000	90,000	-	630,000
Total Expenditures:	**-**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**700,000**

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ARTERIAL PRESERVATION FUND (105)

TIP# P-5

Project Title: **Bridge Structure Preservation Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Preservation**
Project Manager: **Scott Nutter** **LOS Corridor ID# N/A**

Description:
This is an bi-annual program to fund improvements to bridge structues identified by the City's annual bridge inspection program.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Arterial Preservation Fund	-	-	50,000	-	50,000	-	50,000	-	50,000	200,000
Grants (Fed,State,Local)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**50,000**	**-**	**50,000**	**-**	**50,000**	**-**	**50,000**	**200,000**
Capital Expenditures:										
Design	-	-	5,000	-	5,000	-	5,000	-	5,000	20,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	45,000	-	45,000	-	45,000	-	45,000	180,000
Total Expenditures:	**-**	**-**	**50,000**	**-**	**50,000**	**-**	**50,000**	**-**	**50,000**	**200,000**

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-6

Project Title: **15th Street SW Reconstruction** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **TBD** **LOS Corridor ID# 12**

Description:
This project will evaluate improvements to the Union Pacific at grade rail crossings as well as the vertical sight distance to the Interurban Trail crossing to the west of the tracks. This project was originally scoped to include pavement preservation. The pavement preservation component could still be combined with this project, but is also eligible for the Arterial Pavement Preservation Program. A planning level cost estimate is provided.

Progress Summary:
An application for grant funding for the project is being considered in 2019. If awarded, design would occur in 2020 and construction in 2021.

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Arterial Preservation Fund	-	-	75,000	500,000	-	-	-	-	-	575,000
Unsecured Grant	-	-	300,000	2,500,000	-	-	-	-	-	2,800,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**375,000**	**3,000,000**	**-**	**-**	**-**	**-**	**-**	**3,375,000**
Capital Expenditures:										
Design	-	-	375,000	-	-	-	-	-	-	375,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	3,000,000	-	-	-	-	-	3,000,000
Total Expenditures:	**-**	**-**	**375,000**	**3,000,000**	**-**	**-**	**-**	**-**	**-**	**3,375,000**

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-7

Project Title: **Auburn Way N Preservation Phase 2 (8th St NE to 22nd St NE)** **STIP# AUB-56**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **Jeff Bender** **LOS Corridor ID# 1/2**

Description:
This project will grind and overlay Auburn Way N from the 22nd Street NE to 8th Street NE, remove unused driveways, and upgrade all curb ramps and pedestrian signals to meet ADA requirements.

Progress Summary:
Federal Grant funding was awarded in 2016.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		**2019 YE**	**Budget**			**Forecast Project Costs**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Arterial Preservation Fund	-	120,000	618,280	-	-	-	-	-	-	738,280
Secured Federal Grant	-	-	889,720	-	-	-	-	-	-	889,720
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**120,000**	**1,508,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,628,000**
Capital Expenditures:										
Design	-	120,000	-	-	-	-	-	-	-	120,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	1,508,000	-	-	-	-	-	-	1,508,000
Total Expenditures:	**-**	**120,000**	**1,508,000**	**-**	**-**	**-**	**-**	**-**	**-**	**1,628,000**

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ARTERIAL PRESERVATION FUND (105)

TIP# P-8

Project Title: **Auburn Way N Preservation Phase 3 (4th St SE to 8th St NE)** **STIP# AUB-57**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **Jeff Bender** **LOS Corridor ID# 2**

Description:
This project will grind and overlay Auburn Way N from approximately 8th Street NE to approximately 4th St SE, remove unused driveways, and upgrade all curb ramps and pedestrian signals to meet ADA requirements.

Progress Summary:
Federal Grant funding was awarded in 2016.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		**2019 YE**	**Budget**			**Forecast Project Costs**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Arterial Preservation Fund	-	111,220	863,920	-	-	-	-	-	-	975,140
Secured Federal Grant	-	111,220	863,920	-	-	-	-	-	-	975,140
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**222,440**	**1,727,840**	**-**	**-**	**-**	**-**	**-**	**-**	**1,950,280**
Capital Expenditures:										
Design	-	222,440	-	-	-	-	-	-	-	222,440
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	1,727,840	-	-	-	-	-	-	1,727,840
Total Expenditures:	**-**	**222,440**	**1,727,840**	**-**	**-**	**-**	**-**	**-**	**-**	**1,950,280**

Six Year Transportation Improvement Plan

ARTERIAL PRESERVATION FUND (105)

TIP# P-10

Project Title: **A Street SE Preservation (37th Street SE to King/Pierce County Line)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **TBD** **LOS Corridor ID# 10**

Description:
The project will grind and overlay A Street SE from 37th Street SE to the Auburn/Pacific City Limit and from the Pacific/Auburn City Limit to the King/Pierce County Line (approximately 1,800 feet to the south of Lakeland Hills Way). The project also includes ADA upgrades to curb ramps and replacement of vehicle detection loops.

Progress Summary:
An application for grant funding for the construction phase of this project is anticipated to be submitted in 2020. If awarded, design would occur in 2023 and construction in 2024.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Arterial Preservation Fund	-	-	-	-	-	67,500	788,000	-	-	855,500
Unsecured Grant	-	-	-	-	-	67,500	788,000	-	-	855,500
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**135,000**	**1,576,000**	**-**	**-**	**1,711,000**
Capital Expenditures:										
Design	-	-	-	-	-	135,000	-	-	-	135,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	1,576,000	-	-	1,576,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**135,000**	**1,576,000**	**-**	**-**	**1,711,000**

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ARTERIAL PRESERVATION FUND (105)

TIP# P-11

Project Title: **C Street SW Preservation (W Main St to GSA Signal)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **TBD** **LOS Corridor ID# 13**

Description:
The project will grind and overlay C Street SW from W Main Street to the GSA signal (approximately 2,000 feet to the south of 15th Street SW). The project also includes ADA upgrades to curb ramps and pedestrian push buttons, and replacement of vehicle detection loops.

Progress Summary:
An application for grant funding for the construction phase of this project is anticipated to be submitted in 2020. If awarded, design would occur in 2023 and construction in 2024.

Future Impact on Operating Budget:
No impact.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Arterial Preservation Fund	-	-	-	-	-	182,000	871,500	-	-	1,053,500
Unsecured Grant	-	-	-	-	-	-	1,254,000	-	-	1,254,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**182,000**	**2,125,500**	**-**	**-**	**2,307,500**
Capital Expenditures:										
Design	-	-	-	-	-	182,000	-	-	-	182,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	2,125,500	-	-	2,125,500
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**182,000**	**2,125,500**	**-**	**-**	**2,307,500**

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ARTERIAL PRESERVATION FUND (105)

TIP# P-12

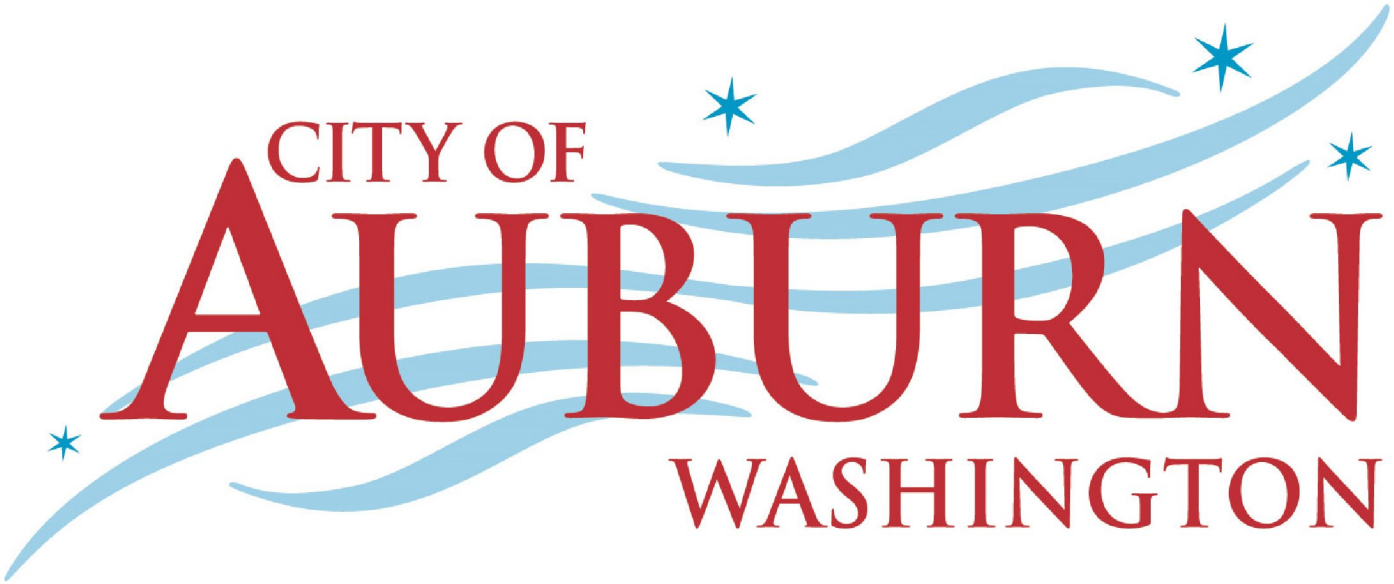
Project Title: **Lakeland Hill Way Preservation (57th Drive SE to Lake Tapps Pkwy)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **TBD** **LOS Corridor ID# 26**

Description:
The project will grind, patch, and overlay Lakeland Hills Way from 57th Drive SE to Lake Tapps Pkwy. The project also includes ADA upgrades to curb ramps and replacement of vehicle detection loops.

Progress Summary:
Grant funding for the construction phase of this project was awarded in 2018.

Future Impact on Operating Budget:
No impact.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Arterial Preservation Fund	-	-	100,000	352,000	-	-	-	-	-	452,000
Secured Federal Grant	-	-	-	748,000	-	-	-	-	-	748,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**100,000**	**1,100,000**	**-**	**-**	**-**	**-**	**-**	**1,200,000**
Capital Expenditures:										
Design	-	-	100,000	-	-	-	-	-	-	100,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	1,100,000	-	-	-	-	-	1,100,000
Total Expenditures:	**-**	**-**	**100,000**	**1,100,000**	**-**	**-**	**-**	**-**	**-**	**1,200,000**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Six Year Transportation Improvement Plan

CAPITAL IMPROVEMENT FUND (328)

TIP# R-1

Project Title: **Neighborhood Traffic Safety Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Non-Capacity**
Project Manager: **Joe Welsh** **LOS Corridor ID# N/A**

Description:
This project will implement neighborhood traffic calming strategies, speed cushions, signage, speed radar signs, mini roundabouts, chicanes, traffic circles, and other approved traffic calming devices and techniques. Projects will be selected annually based on engineering studies. Requests for engineering studies may come from questions/complaints from residents, neighborhood meetings, and/or police concerns.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Fund Balance	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
REET 2	-	50,000	50,000	150,000	150,000	150,000	150,000	150,000	-	850,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**50,000**	**50,000**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**-**	**850,000**
Capital Expenditures:										
Design	-	10,000	10,000	15,000	15,000	15,000	15,000	15,000	-	95,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	40,000	40,000	135,000	135,000	135,000	135,000	135,000	-	755,000
Total Expenditures:	**-**	**50,000**	**50,000**	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	**-**	**850,000**

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ARTERIAL STREET FUND (102)

TIP# R-2

Project Title: **I Street NE Corridor (45th St NE to S 277th St)** **STIP# AUB-N/A**
Project No: **c415a0**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
The final alignment of the I Street Corridor was analyzed as part of the Northeast Auburn Special Area Plan Environmental Impact Study. A portion of the ROW and construction will be developer funded. The cross section will likely be a 5-lane arterial per the city's Comprehensive Plan.

Progress Summary:
This project is development driven. Prior expenditures were for design and construction of culvert crossing.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $25,200.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	3,892	-	-	-	-	-	-	-	-	3,892
Other Sources (Development)	-	-	-	-	6,760,000	-	-	-	-	6,760,000
Other (Port of Seattle)	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**3,892**	**-**	**-**	**-**	**6,760,000**	**-**	**-**	**-**	**-**	**6,763,892**
Capital Expenditures:										
Design	3,892	-	-	-	460,000	-	-	-	-	463,892
Right of Way	-	-	-	-	1,020,000	-	-	-	-	1,020,000
Construction	-	-	-	-	5,280,000	-	-	-	-	5,280,000
Total Expenditures:	**3,892**	**-**	**-**	**-**	**6,760,000**	**-**	**-**	**-**	**-**	**6,763,892**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-3

Project Title: **M Street Underpass (3rd St SE to 8th St SE)** **STIP# AUB-N/A**
Project No: **c201a0**
Project Type: **Capacity**
Project Manager: **Ryan Vondrak** **LOS Corridor ID# 6**

Description:
Construction of a grade separated railroad crossing of M Street SE at the BNSF Stampede Pass tracks.

Progress Summary:
Construction was completed in 2014. The project is now in Public Works Trust Fund Loan (PWTFL) debt repayment.

Future Impact on Operating Budget:

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Secured Grants (Fed,State)	9,731,904	-	-	-	-	-	-	-	-	9,731,904
REET2	1,140,000	-	-	-	-	-	-	-	-	1,140,000
Traffic Impact Fees (Construction)	4,309,782	-	-	-	-	-	-	-	-	4,309,782
Traffic Impact Fees (Debt Service)	643,708	123,720	123,428	123,135	122,843	122,550	122,258	121,965	1,911,668	3,415,275
Traffic Mitigation Fees	660,000	-	-	-	-	-	-	-	-	660,000
PWTFL (30 years)	3,284,857	-	-	-	-	-	-	-	-	3,284,857
Other (Agencies)	3,090,514	-	-	-	-	-	-	-	-	3,090,514
Total Funding Sources:	**22,217,057**	**123,720**	**123,428**	**123,135**	**122,843**	**122,550**	**122,258**	**121,965**	**1,911,668**	**22,347,475**
Capital Expenditures:										
Design	2,688,924	-	-	-	-	-	-	-	-	2,688,924
Right of Way	3,358,443	-	-	-	-	-	-	-	-	3,358,443
Construction	16,169,690	-	-	-	-	-	-	-	-	16,169,690
PWTF Debt Service	643,708	123,720	123,428	123,135	122,843	122,550	122,258	121,965	1,911,668	3,415,275
Total Expenditures:	**22,217,057**	**123,720**	**123,428**	**123,135**	**122,843**	**122,550**	**122,258**	**121,965**	**1,911,668**	**22,347,475**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP # R-4

Project Title: **A Street Loop** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
The project will design and construct a new one-way (eastbound) roadway connection between A Street SW and A Street SE. The new intersection with A Street SE will allow an unsignalized right-turn movement onto sounthbound A Street SE, providing an alternative to the intersection of 2nd/3rd Street SE and A Street SE. The roadway will be constructed as a complete street to accomodate non-motorized road users.

Progress Summary:
Grant funding for the design phase was applied for from Sound Transit in 2019.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $1,500.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				**Total Project**
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	70,000	-	270,000	-	-	-	-	340,000
Other (Sound Transit)	-	-	280,000	-	1,080,000	-	-	-	-	1,360,000
Total Funding Sources:	**-**	**-**	**350,000**	**-**	**1,350,000**	**-**	**-**	**-**	**-**	**1,700,000**
Capital Expenditures:										
Design	-	-	350,000	-	-	-	-	-	-	350,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	1,350,000	-	-	-	-	1,350,000
Total Expenditures:	**-**	**-**	**350,000**	**-**	**1,350,000**	**-**	**-**	**-**	**-**	**1,700,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-5

Project Title: **A Street NW, Phase 2 (W Main St to 3rd St NW)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
Construct a three-lane arterial from W Main St to 3rd St NW. This project will improve the connection between the A St NW Extension, (Phase 1) and Auburn Station and Central Business District. This project could be partially or fully funded by development and/or Sound Transit's parking garage/access improvements. The project is approximately 0.2 miles long.

Progress Summary:
The parking garage constructed by the Auburn Regional Medical Center completed a portion of this project in 2009.

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-		1,325,000	-	-	1,325,000
Traffic Impact Fees	-	-	-	-	-	350,000	-	-	-	350,000
Other (Developer)	150,000	-	-	-	-	-	1,325,000	-	-	1,475,000
Total Funding Sources:	**150,000**	**-**	**-**	**-**	**-**	**350,000**	**2,650,000**	**-**	**-**	**3,150,000**
Capital Expenditures:										
Design	-	-	-	-	-	250,000	-	-	-	250,000
Right of Way	-	-	-	-	-	100,000	-	-	-	100,000
Construction	150,000	-	-	-	-	-	2,650,000	-	-	2,800,000
Total Expenditures:	**150,000**	**-**	**-**	**-**	**-**	**350,000**	**2,650,000**	**-**	**-**	**3,150,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-6

Project Title: **Auburn Way S Widening (Hemlock St SE to Poplar St SE)** **STIP# AUB-N/A**
Project No: **CP1622**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 4**

Description:
Widen Auburn Way S between Hemlock St SE and Poplar St SE to accomodate two general purpose lanes in each direction, turn lanes, access management where feasible, U-turns, curb, gutter, sidewalk, illumination, transit stop improvements, a new traffic signal at Noble Court, Intelligent Transportation Systems, streetscape and storm improvements. The project length is approximately 0.4 miles.

Progress Summary:
The project will extend corridor improvements along Auburn Way S recently completed under previous projects. Grant funding for the design and ROW phases was applied for in 2018.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $25,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Secured Federal Grant	-	648,750	648,750	-	-	-	-	-	-	1,297,500
Unsecured Federal Grant	-	-	-	-	5,800,000	5,800,000	-	-	-	11,600,000
Traffic Impact Fees	-	101,250	851,250	750,000	1,450,000	1,450,000	-	-	-	4,602,500
Total Funding Sources:	**-**	**750,000**	**1,500,000**	**750,000**	**7,250,000**	**7,250,000**	**-**	**-**	**-**	**17,500,000**
Capital Expenditures:										
Pre-Design	-	-	-	-	-	-	-	-	-	-
Design	-	750,000	750,000	-	-	-	-	-	-	1,500,000
Right of Way	-	-	750,000	750,000	-	-	-	-	-	1,500,000
Construction	-	-	-	-	7,250,000	7,250,000	-	-	-	14,500,000
Total Expenditures:	**-**	**750,000**	**1,500,000**	**750,000**	**7,250,000**	**7,250,000**	**-**	**-**	**-**	**17,500,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-7

Project Title: **M Street NE (E Main St to 4th St NE)** **STIP# AUB-N/A**
Project No: **asbd12**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 5**

Description:
This project will construct a complete four/five-lane street section on M St NE between south of E Main St and 4th St NE, and reconstruct the signal at E Main St.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	750,000	-	-	750,000
Unsecured State Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	350,000	100,000	400,000	-	-	850,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**350,000**	**100,000**	**1,150,000**	**-**	**-**	**1,600,000**
Capital Expenditures:										
Pre-Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	350,000	-	-	-	-	350,000
Right of Way	-	-	-	-	-	100,000	-	-	-	100,000
Construction	-	-	-	-	-	-	1,150,000	-		1,150,000
Total Expenditures:	**-**	**-**	**-**	**-**	**350,000**	**100,000**	**1,150,000**	**-**	**-**	**1,600,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-8

Project Title: **49th Street NE (Auburn Way N to I St NE)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
Construct a new east/west corridor from Auburn Way N to I St NE. The existing 49th Street corridor extends B St NW to the west. This project also includes a traffic signal at the intersection of Auburn Way N and 49th Street with accomodations for u-turns on Auburn Way N. This roadway was evaluated and recommended in the NE Auburn Special Area Plan. It is anticipated that this will be constructed by future development. It is approximately 0.75 miles long.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $27,050.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other (Development)	-	-	-	-	850,000	2,500,000	-	-	-	3,350,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**850,000**	**2,500,000**	**-**	**-**	**-**	**3,350,000**
Capital Expenditures:										
Design	-	-	-	-	250,000	-	-	-	-	250,000
Right of Way	-	-	-	-	600,000	-	-	-	-	600,000
Construction	-	-	-	-	-	2,500,000	-	-	-	2,500,000
Total Expenditures:	**-**	**-**	**-**	**-**	**850,000**	**2,500,000**	**-**	**-**	**-**	**3,350,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-9

Project Title: **46th Place S Realignment** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
The project will realign 46th Place S to the south of S 321st Street. The realignment will move the 46th Place S intersection with S 321st Street approximately 350 feet to the east of the current location. This will create two T-intersections (44th Avenue S and 46th Place S) in place of the existing four-leg intersection. The existing 46th Place S will be dead-ended to the south of S 321st Street. The project will improve safety and traffic operations at the intersections.

Progress Summary:
A portion of the right-of-way for the realigned roadway was dedicated as part of an adjacent development project.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	300,000	540,000	840,000
Traffic Impact Fees	-	-	-	-	-	-	-	75,000	135,000	210,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**375,000**	**675,000**	**1,050,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	125,000	-	125,000
Right of Way	-	-	-	-	-	-	-	250,000	-	250,000
Construction	-	-	-	-	-	-	-	-	675,000	675,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**375,000**	**675,000**	**1,050,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-10

Project Title: **Auburn Way N/S (4th St NE to 4th St SE)** **STIP# AUB-N/A**
Project No: **c409a0**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 2, 3**

Description:
This project is based on a pre-design study to improve pedestrian accessibility, appearance, and link the downtown area along Auburn Way S between 4th Street NE and 4th Street SE. The project is approximately 0.5 miles long. The project would construct curb-bulbs at intersections adjacent to on-street parking, a new northbound left-turn at 3rd Street NE, and improvements to the signal and channelization at E Main Street.

Progress Summary:

Future Impact on Operating Budget:
This project will have no impact on the operating budget for street maintenance.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	78,251	-	-	-	-	50,000	300,000	100,000	1,500,000	2,028,251
Unsecured Grant	-	-	-	-	-	-	-	-	1,500,000	1,500,000
REET	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	300,000	100,000	500,000	900,000
Other Sources	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**78,251**	**-**	**-**	**-**	**-**	**50,000**	**600,000**	**200,000**	**3,500,000**	**4,428,251**
Capital Expenditures:										
Design	78,251	-	-	-	-	50,000	600,000	-	-	728,251
Right of Way	-	-	-	-	-	-	-	200,000	-	200,000
Construction	-	-	-	-	-	-	-	-	3,500,000	3,500,000
Total Expenditures:	**78,251**	**-**	**-**	**-**	**-**	**50,000**	**600,000**	**200,000**	**3,500,000**	**4,428,251**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-11

Project Title: **124th Ave SE Corridor Improvements (SE 312th St to SE 318th St)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 23**

Description:
This project will fund the design, right-of-way acquisition, and construction of a four-lane section with bicycle and pedestrian facilities on 124th Ave SE between SE 318th St and SE 312th St, and improvements to the signalized intersection of SE 312th St and 124th Ave SE (including adding bike lanes, dual westbound left-turn lanes, dual southbound through-lanes, a northbound right-turn pocket, ITS improvements, and pedestrian safety improvements).

Progress Summary:
Phase 1 improvements between SE 318th and SE 316th were completed by Green River College in 2012.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	300,000	880,000	2,000,000	-	3,180,000
Traffic Impact Fees	-	-	-	-	-	100,000	220,000	500,000	-	820,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**400,000**	**1,100,000**	**2,500,000**	**-**	**4,000,000**
Capital Expenditures:										
Pre-Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	400,000	-	-	-	400,000
Right of Way	-	-	-	-	-	-	1,100,000	-	-	1,100,000
Construction	-	-	-	-	-	-	-	2,500,000	-	2,500,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**400,000**	**1,100,000**	**2,500,000**	**-**	**4,000,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-12

Project Title: **R Street Bypass (M Street SE to SR-18)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This project will complete the design and construction of the Bypass Rd, an arterial connection between M Street SE and Auburn Black Diamond Road, paralleling the Stampede Pass rail line. The project will provide an arterial connection from the newly constructed M Street Underpass to the Auburn Black Diamond Road interchange with SR-18 to keep both vehicular and freight traffic out of residential neighborhoods along R Street SE north of the Stampede Pass line. The arterial connection may also provide opportunities for partnering with the Muckleshoot Indian Tribe as they redevelop the Miles Pit area and as more definitive plans are developed for a potential new WSDOT interchange on SR-18 in the vicinity of the project.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $7,500.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	150,000	-	150,000
Other (Development)	-	-	-	-	-	-	-	500,000	5,700,000	6,200,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**650,000**	**5,700,000**	**6,350,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	650,000	-	650,000
Right of Way	-	-	-	-	-	-	-	-	1,800,000	1,800,000
Construction	-	-	-	-	-	-	-	-	3,900,000	3,900,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**650,000**	**5,700,000**	**6,350,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-13

Project Title: **SE 320th Street Corridor Improvements (116th Ave SE to 122nd Ave SE)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# 25**

Description:
SE 320th St is a primary route serving Green River College and adjacent neighborhoods. There are very high volumes of pedestrians, bicyclists, and transit utilizing the corridor. This project will fund the design, right-of-way acquisition, and construction of non-motorized roadway and safety improvements including bicycle lanes, sidewalks, and streetlighting between 122nd Ave SE and 116th Ave SE. Project length is approximately .45 miles.

Progress Summary:
GRC completed the design and construction of the segment between 124th Ave SE and 122nd Ave SE in 2013. The schedule for this project is dependent on the availability of grant funding.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	340,000	556,000	2,000,000	-	-	2,896,000
Traffic Impact Fees	-	-	-	-	85,000	139,000	500,000	-	-	724,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**425,000**	**695,000**	**2,500,000**	**-**	**-**	**3,620,000**
Capital Expenditures:										
Pre-Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	425,000		-	-	-	425,000
Right of Way	-	-	-	-	-	695,000	-	-	-	695,000
Construction	-	-	-	-	-	-	2,500,000	-	-	2,500,000
Total Expenditures:	**-**	**-**	**-**	**-**	**425,000**	**695,000**	**2,500,000**	**-**	**-**	**3,620,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-14

Project Title: **W Valley Highway Improvements (15th Street NW to W Main Street)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 35**

Description:
This project scope includes pavement rehabilitation and re-channelization, roadway widening, bicycle lanes, pedestrian facilities, roadway lighting, ITS, and required storm system improvements.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $5,000.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	2,400,000	-	-	2,400,000
Traffic Impact Fees	-	-	-	-	-	250,000	600,000	-	-	850,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**250,000**	**3,000,000**	**-**	**-**	**3,250,000**
Capital Expenditures:										
Design	-	-	-	-	-	250,000	-	-	-	250,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	3,000,000	-	-	3,000,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**250,000**	**3,000,000**	**-**	**-**	**3,250,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-15

Project Title: **Auburn Way S (SR-164) Poplar Curve Safety Improvements** **STIP# AUB-N/A**
Project No: **CP1901**
Project Type: **Safety, Non-Capacity**
Project Manager: **Jeff Bender** **LOS Corridor ID# 4**

Description:
This project will complete design and construct safety improvements at the curve along Auburn Way S in the vicinity of the intersection with Poplar Street. The improvements would include, illumination, electronic curve ahead warning signage, a high-friction surface treatment for the pavement, guardrail and driveway improvements.

Progress Summary:
Grant funding was awarded in 2018. If secured the design phase will be started in 2019 and construction completed during 2020.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	5,500	-	-	-	-	-	-	-	5,500
Secured State Grant	-	49,500	213,200	-	-	-	-	-	-	262,700
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**55,000**	**213,200**	**-**	**-**	**-**	**-**	**-**	**-**	**268,200**
Capital Expenditures:										
Design	-	55,000	-	-	-	-	-	-	-	55,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	213,200	-	-	-	-	-	-	213,200
Total Expenditures:	**-**	**55,000**	**213,200**	**-**	**-**	**-**	**-**	**-**	**-**	**268,200**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-16

Project Title: **Regional Growth Center Access Improvements** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
The project would improve the 3rd Street NE/4th Street NE intersections with Auburn Avenue and Auburn Way N. The goals of the project are to improve traffic operations, safey, and circulation for both vehicles and non-motorized users. The project will add a northbound left-turn movement and a northbound/southbound crosswalk at the 3rd Street NE intersection with Auburn Avenue, and realign the intersection of 4th St NE with Auburn Way N to eliminate the split phase operation signal improving circulation and access.

Progress Summary:
Grant funding for the design phase was applied for from Sound Transit in 2019.

Future Impact on Operating Budget:
There is no impact to the street maintenance budget.

Activity:		2019 YE	Budget			Forecast Project Costs				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	325,000	-	1,300,000	-	-	-	1,625,000
Traffic Impact Fees	-	-	-	85,000	100,000	200,000	-	-	-	385,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**410,000**	**100,000**	**1,500,000**	**-**	**-**	**-**	**2,010,000**
Capital Expenditures:										
Design	-	-	-	410,000	-	-	-	-	-	410,000
Right of Way	-	-	-	-	100,000	-	-	-	-	100,000
Construction	-	-	-	-	-	1,500,000	-	-	-	1,500,000
Total Expenditures:	**-**	**-**	**-**	**410,000**	**100,000**	**1,500,000**	**-**	**-**	**-**	**2,010,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-17

Project Title: **M Street SE Improvements (8th St SE to Auburn Way S)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 6**

Description:
Widen M Street SE into a multi-lane arterial between 8th St SE and Auburn Way S, including the construction of a new traffic signal at the intersection with 12th Street SE. This project will improve mobility and is tied to corridor development. It is consistent with the Comprehensive Plan and contributes to the completion of a north/south arterial corridor.

Progress Summary:

Future Impact on Operating Budget:
This annual maintenance cost for this project is estimated to be $15,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	975,000	4,200,000	-	5,175,000
Traffic Impact Fees	-	-	-	-	-	-	750,000	750,000	-	1,500,000
Other (Development)	-	-	-	-	-	-	325,000	300,000	-	625,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**2,050,000**	**5,250,000**	**-**	**7,300,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	725,000	-	-	725,000
Right of Way	-	-	-	-	-	-	1,325,000	-	-	1,325,000
Construction	-	-	-	-	-	-	-	5,250,000	-	5,250,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**2,050,000**	**5,250,000**	**-**	**7,300,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-18

Project Title: **SR-18 to Auburn Way S (SR-164) Bypass** **STIP# AUB-N/A**
Project No: **N/A**
Project Type: **Capacity**
Project Manager: **N/A** **LOS Corridor ID# N/A**

Description:
This project is anticipated to permit and construct a new interchange on SR-18 and could also include a new roadway connection to Auburn Way S (SR-164). This will create a bypass of Auburns' urban center for vehicles destined to/from the Muckleshoot Reservation and regional traffic to the Enumclaw area.

Progress Summary:
This project was originally analyzed by WSDOT's Auburn Way S (SR-164) Route Development Plan. The State Leglature allocated $15 Million through Connecting Washington for the new eastbound SR-18 off-ramp serving this bypass road in 2017-2019. The route of the new roadway will be determined after completion of a feasibility study.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $37,500.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other (WSDOT)	1,500,000	3,500,000	-	-	5,000,000	5,000,000	-	-	-	15,000,000
Other (Development)	3,500,000	6,500,000	-	-	7,500,000	7,500,000	-	-	-	25,000,000
Total Funding Sources:	**5,000,000**	**10,000,000**	**-**	**-**	**12,500,000**	**12,500,000**	**-**	**-**	**-**	**40,000,000**
Capital Expenditures:										
Design	5,000,000	-	-	-	-	-	-	-	-	5,000,000
Right of Way	-	10,000,000	-	-	-	-	-	-	-	10,000,000
Construction	-	-	-	-	12,500,000	12,500,000	-	-	-	25,000,000
Total Expenditures:	**5,000,000**	**10,000,000**	**-**	**-**	**12,500,000**	**12,500,000**	**-**	**-**	**-**	**40,000,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-19

Project Title: **Auburn Way S Streetscape Improvements (SR-18 to M St SE)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Miscellaneous**
Project Manager: **TBD** **LOS Corridor ID# 3**

Description:
This project will revitalize and beautify Auburn Way S from the SR-18 interchange to the intersection with M Street SE. Proposed improvements include: improved pedestrian linkages; new and repaired sidewalks; curb and gutter; new landscaped medians; undergounding existing aerial utilities, new street lighting; trash receptacles; recycling containers and other appropriate amenities.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $2,500.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	200,000	200,000	-	400,000
Unsecured Grant	-	-	-	-	-	-	1,650,000	2,450,000	-	4,100,000
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**1,850,000**	**2,650,000**	**-**	**4,500,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	400,000	-	-	400,000
Right of Way	-	-	-	-	-	-	1,450,000	-	-	1,450,000
Construction	-	-	-	-	-	-	-	2,650,000	-	2,650,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**1,850,000**	**2,650,000**	**-**	**4,500,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-20

Project Title: **Lea Hill Rd Segment 1 (Harvey Rd/M St NE to 105th Pl SE)** **STIP# AUB-N/A**
Project No: **CP1806**
Project Type: **Capacity**
Project Manager: **Kim Truong** **LOS Corridor ID# 19**

Description:
Widen the existing roadway to provide a four/five-lane cross section with intersection improvements and pedestrian and bicycle facilities.

Progress Summary:
Two parcels along the future roadway alignment were purchased by the City in 2014, and a third in 2016. Corridor pre-design study started in 2018.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $18,300.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-		-	-	-	-	-
Unsecured Grant	-	-	-	-	-	2,310,000	4,400,000	4,400,000	-	11,110,000
Traffic Impact Fees	730,000	100,000	-	-	-	590,000	1,100,000	1,100,000	-	3,620,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**730,000**	**100,000**	**-**	**-**	**-**	**2,900,000**	**5,500,000**	**5,500,000**	**-**	**14,730,000**
Capital Expenditures:										
Design	300,000	100,000	-	-	-	2,150,000	-	-	-	2,550,000
Right of Way	430,000	-	-	-	-	750,000	-	-	-	1,180,000
Construction	-	-	-	-	-	-	5,500,000	5,500,000	-	11,000,000
Total Expenditures:	**730,000**	**100,000**	**-**	**-**	**-**	**2,900,000**	**5,500,000**	**5,500,000**	**-**	**14,730,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-21

Project Title: **Lea Hill Rd Segment 2 (105th Pl SE to 112th Ave SE)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 19**

Description:
Project includes widening the existing roadway to provide a four-lane cross-section including pedestrian and bicycle facilities.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $24,100.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	2,900,000	7,100,000	10,000,000
Traffic Impact Fees	-	-	-	-	-	-	-	600,000	1,400,000	2,000,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,500,000**	**8,500,000**	**12,000,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	2,000,000	-	2,000,000
Right of Way	-	-	-	-	-	-	-	1,500,000	-	1,500,000
Construction	-	-	-	-	-	-	-	-	8,500,000	8,500,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,500,000**	**8,500,000**	**12,000,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-22

Project Title: **Lea Hill Rd Segment 3 (112th Ave SE to 124th Ave SE)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 19**

Description:
Project includes widening the existing roadway to provide a four-lane cross-section including pedestrian and bicycle facilities.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $20,300.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	750,000	2,500,000	3,250,000
Traffic Impact Fees	-	-	-	-	-	-	-	250,000	500,000	750,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,000,000**	**3,000,000**	**4,000,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	500,000	-	500,000
Right of Way	-	-	-	-	-	-	-	500,000	-	500,000
Construction	-	-	-	-	-	-	-	-	3,000,000	3,000,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,000,000**	**3,000,000**	**4,000,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-23

Project Title: **W Valley Highway Improvements (SR-18 to 15th St SW)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 35**

Description:
This project scope includes pedestrian and bicycle facility improvements, improved roadway lighting, required storm system improvements, intersection signal replacement at 15th St SW, and Intelligent Transportation System Improvements.

Progress Summary:

Future Impact on Operating Budget:
This annual maintenance cost for this project is estimated to be $2,500.

Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	320,000	1,600,000	-	-	-	1,920,000
Traffic Impact Fees	-	-	-	-	80,000	400,000	-	-	-	480,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**-**	**400,000**	**2,000,000**	**-**	**-**	**-**	**2,400,000**
Capital Expenditures:										
Design	-	-	-	-	400,000	-	-	-	-	400,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	2,000,000	-	-	-	2,000,000
Total Expenditures:	**-**	**-**	**-**	**-**	**400,000**	**2,000,000**	**-**	**-**	**-**	**2,400,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-24

Project Title: **Stewart Road (Lake Tapps Parkway Corridor)** **STIP# AUB-N/A**
Project No: **N/A**
Project Type: **Capacity**
Project Manager: **City of Pacific** **LOS Corridor ID# N/A**

Description:
This is a City of Pacific project to widen the Stewart Road (Lake Tapps Parkway) Corridor. This is the final segment of widening in the City of Pacific which will tie in with the City of Sumner's planned final widening segment and new bridge over the White River. Completion of this corridor widening is expected to significantly relieve traffic congestion in Auburn along the A St SE and C St SE corridors.

Progress Summary:
City of Pacific has initiated preliminary road design and is applying for grant funding to complete the project.

Future Impact on Operating Budget:
There is no future impact to Auburn's operating budgets.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Unrestricted Street Revenue	-	-	-	-	66,000	-	-	-	-	66,000
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Traffic Mitigation Fees	-	-	-	-	34,000	-	-	-	-	34,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**100,000**	**-**	**-**	**-**	**-**	**100,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	100,000	-	-	-	-	100,000
Total Expenditures:	**-**	**-**	**-**	**-**	**100,000**	**-**	**-**	**-**	**-**	**100,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-25

Project Title: **R St SE Corridor Extension** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# N/A**

Description:
This project will construct a new segment of R St SE approximately 0.7 miles long between 17th St SE and the future bypass road connecting M St SE and Auburn-Black Diamond Road.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $25,000.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	-	-	-	-	-	-	-	-
Other (Development)	-	-	-	-	-	-	2,000,000	8,000,000	-	10,000,000
Total Funding Sources:	**-**	**-**	**-**	**-**	**-**	**-**	**2,000,000**	**8,000,000**	**-**	**10,000,000**
Capital Expenditures:										
Design	-	-	-	-	-	-	2,000,000	-	-	2,000,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	8,000,000	-	8,000,000
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**	**2,000,000**	**8,000,000**	**-**	**10,000,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-26

Project Title: **E Valley Highway Widening** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity**
Project Manager: **TBD** **LOS Corridor ID# 10**

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 improvement, illumination and ITS.

Progress Summary:

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $25,000.

Activity:		2019 YE	Budget			Forecast Project Cost				Total Project
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Grant	-	-	-	-	200,000	960,000	-	-	-	1,160,000
Traffic Impact Fees	-	-	-	300,000	50,000	240,000	-	-	-	590,000
Other (Development)	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**-**	**300,000**	**250,000**	**1,200,000**	**-**	**-**	**-**	**1,750,000**
Capital Expenditures:										
Design	-	-	-	300,000	-	-	-	-	-	300,000
Right of Way	-	-	-	-	250,000	-	-	-	-	250,000
Construction	-	-	-	-	-	1,200,000	-	-	-	1,200,000
Total Expenditures:	**-**	**-**	**-**	**300,000**	**250,000**	**1,200,000**	**-**	**-**	**-**	**1,750,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# R-27

Project Title: **Lea Hill Rd Segment 1A (Garden Avenue)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Safety, Capacity**
Project Manager: **TBD** **LOS Corridor ID# 19**

Description:
Phase 1A of the Lea Hill Road corridor project will create a new east/west connection between Garden Avenue and 104th Avenue SE, and will cul-de-sac Garden Avenue to the north of 8th Street NE.

Progress Summary:
Two parcels along the future roadway alignment were purchased by the City in 2014, and a third in 2016. Corridor pre-design study started in 2018.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $1,000.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-		-	-	-	-	-
Unsecured Grant	-	-	-		-	-	-	-	-	-
Traffic Impact Fees	-	-	150,000	350,000	-	-	-	-	-	500,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**-**	**-**	**150,000**	**350,000**	**-**	**-**	**-**	**-**	**-**	**500,000**
Capital Expenditures:										
Design	-	-	75,000	-	-	-	-	-	-	75,000
Right of Way	-	-	75,000	-	-	-	-	-	-	75,000
Construction	-	-	-	350,000	-	-	-	-	-	350,000
Total Expenditures:	**-**	**-**	**150,000**	**350,000**	**-**	**-**	**-**	**-**	**-**	**500,000**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# S-1

Project Title: **A Street NW - Phase 1 (3rd St NW to 14th St NW)** **STIP# AUB-N/A**
Project No: **c207a0**
Project Type: **Environmental Monitoring**
Project Manager: **Tim Carlaw** **LOS Corridor ID# 18**

Description:
Constructed a new multi-lane arterial from 3rd Street NW to 14th Street NW completing a missing link along the corridor. This project improves mobility and was tied to corridor development. The project length was approximately three-quarters of a mile. The City purchased ROW from the northern property owner. If the property develops any access to A St NW, some or a portion of those funds may be reimbursed to the City (total cost was $251,000).

Progress Summary:
Pre-design was completed prior to 2007. Final design and environmental permitting were completed in 2011. Construction was completed in 2012. The project is now in the wetland maintenance monitoring period required until 2023.

Future Impact on Operating Budget:
The annual maintenance cost for this project is estimated to be $25,830.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	123,276	-	-	-	-	-	-	-	-	123,276
Secured Grants (Fed,State)	6,562,702	-	-	-	-	-	-	-	-	6,562,702
Traffic Impact Fees	1,271,660	25,000	25,000	25,000	25,000	-	-	-	-	1,371,660
Other (Developer)	383,381	-	-	-	-	-	-	-	-	383,381
Total Funding Sources:	**8,341,019**	**25,000**	**25,000**	**25,000**	**25,000**	**-**	**-**	**-**	**-**	**8,441,019**
Capital Expenditures:										
Design	2,247,331	-	-	-	-	-	-	-	-	2,247,331
Right of Way	821,341	-	-	-	-	-	-	-	-	821,341
Construction	5,000,640	-	-	-	-	-	-	-	-	5,000,640
Monitoring	271,707	25,000	25,000	25,000	25,000	-	-	-	-	371,707
Total Expenditures:	**8,341,019**	**25,000**	**25,000**	**25,000**	**25,000**	**-**	**-**	**-**	**-**	**8,441,019**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# S-2

Project Title: **S 277th St Corridor Capacity and Non-Motorized Trail Improvements** **STIP# N/A**
Project No: **CP1821**
Project Type: **Environmental Monitoring**
Project Manager: **Tim Carlaw** **LOS Corridor ID# 15**

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

Progress Summary:
10 year monitoring period is expected to begin in 2018 after final completion and continue through 2028.

Future Impact on Operating Budget:
There is no impact on future operating budgets.

Activity:		**2019 YE**	**Budget**			**Forecast Project Cost**				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	-	-	-	-	-	-	-	-	-	-
Unsecured Fed/State Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	7,641	20,000	20,000	20,000	20,000	20,000	20,000	20,000	40,000	187,641
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**7,641**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**40,000**	**187,641**
Capital Expenditures:										
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-
Monitoring	7,641	20,000	20,000	20,000	20,000	20,000	20,000	20,000	40,000	187,641
Total Expenditures:	**7,641**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**40,000**	**187,641**

Six Year Transportation Improvement Plan

ARTERIAL STREET FUND (102)

TIP# S-3

Project Title: **A Street SE Corridor Study** **STIP# AUB-N/A**
Project No: **CP1110**
Project Type: **Safety and Capacity**
Project Manager: **James Webb** **LOS Corridor ID# 10, 33**

Description:
Study the A Street SE corridor between 6th Street SE and Lakeland Hills Way SE including 41st St SE from D St SE to C St SE. The study will review the safety and access needs of the traveling public and the adjacent properties.

Progress Summary:
In-house pre-design was completed to refine project scope, alignment, and identify design issues. 2019 design will complete conceptual corridor plan for future improvements.

Future Impact on Operating Budget:
This study will have no impact on the operating budget for street maintenance.

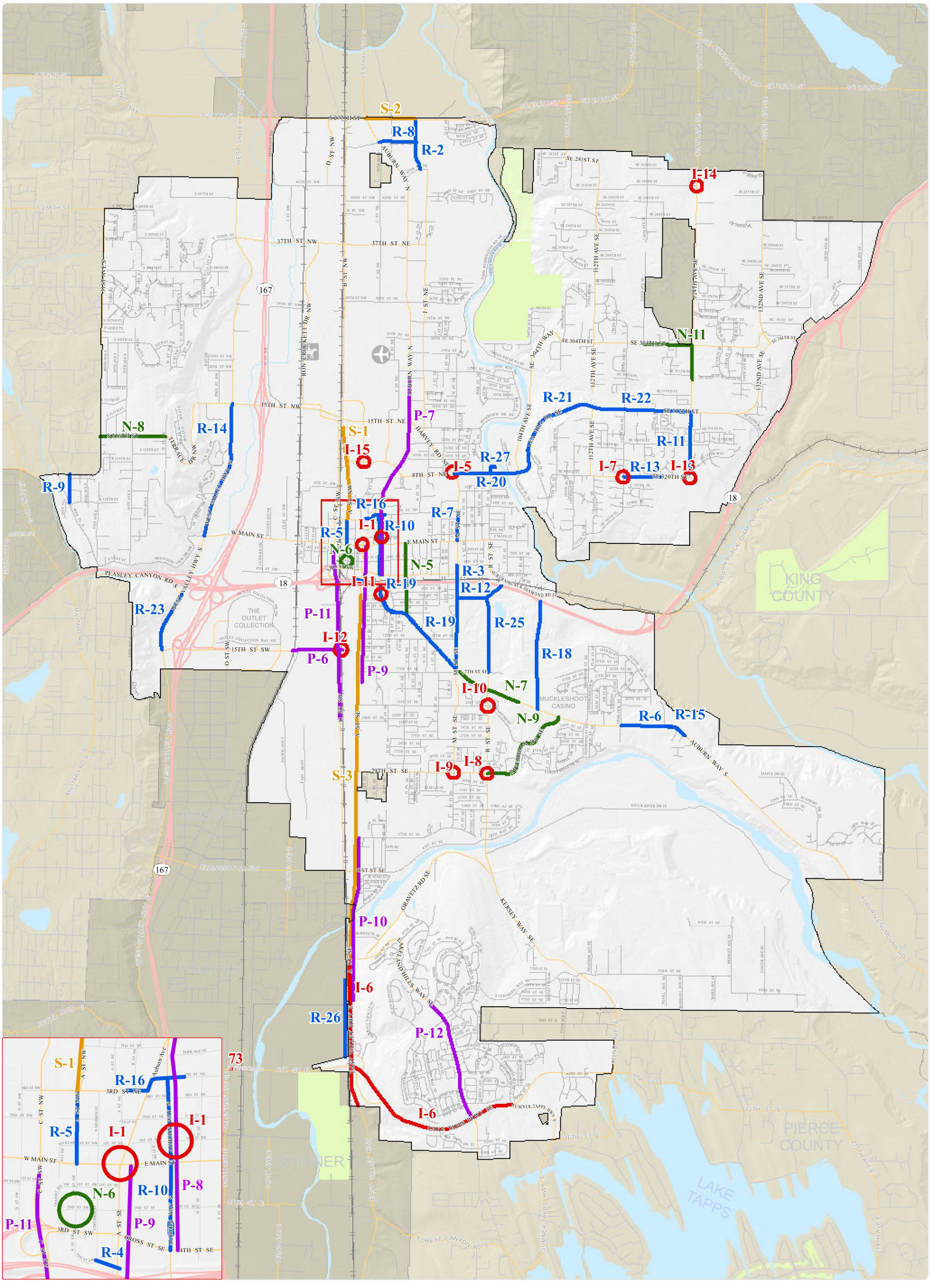
Activity:		2019 YE	Budget			Forecast Project Cost				
Funding Sources:	**Prior to 2019**	**Estimate**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Beyond 2025**	**Total Project Cost**
Unrestricted Street Revenue	1,230	-	55,000	-	-	-	-	-	-	56,230
Unsecured Grant	-	-	-	-	-	-	-	-	-	-
Traffic Impact Fees	-	-	50,000	-	-	-	-	-	-	50,000
Other	-	-	-	-	-	-	-	-	-	-
Total Funding Sources:	**1,230**	**-**	**105,000**	**-**	**-**	**-**	**-**	**-**	**-**	**106,230**
Capital Expenditures:										
Design	1,230	-	105,000	-	-	-	-	-	-	106,230
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-			-	-	-
Total Expenditures:	**1,230**	**-**	**105,000**	**-**	**-**	**-**	**-**	**-**	**-**	**106,230**

CITY OF
AUBURN
WASHINGTON

City of Auburn
2020-2025
Transportation Improvement Program Summary

Project Number	TIP #	Project Title	Grant Status	Prior to 2020	2020	2021	2022	2023	2024	2025	Beyond 2025	Total Project Cost
cpxxxx	I-1	Signal Replacement Program	N/A	150,000	50,000	525,000	-	-	200,000	525,000	-	1,450,000
Various	I-2	Traffic Signal Improvements	N/A	175,000	200,000	200,000	200,000	200,000	200,000	200,000	-	1,375,000
cpxxxx	I-3	ITS Dynamic Message Signs	N/A	321,820	125,000	-	20,000	125,000	-	20,000	125,000	736,820
Various	I-4	Street Lighting Improvement Program	N/A	50,000	50,000	100,000	100,000	100,000	100,000	100,000	-	600,000
cp0611	I-5	Harvey Rd NE/8th St NE Intersection Improvements	N/A	1,065,678	84,000	83,598	83,196	82,794	82,392	81,990	243,561	1,807,209
cpxxxx	I-6	Lake Tapps Parkway ITS Expansion	Secured	108,572	900,000	-	-	-	-	-	-	1,008,572
cpxxxx	I-7	SE 320th St/116th Ave SE Roundabout	Unsecured	-	-	-	-	325,000	30,000	1,370,000	-	1,725,000
cpxxxx	I-8	29th St SE/R St SE Intersection Improvements	Unsecured	-	-	-	450,000	1,000,000	-	-	-	1,450,000
cpxxxx	I-9	M St SE/29th St SE Intersection Improvements	Unsecured	-	-	-	-	200,000	800,000	-	-	1,000,000
cpxxxx	I-10	R St SE/21st St SE Intersection Improvements	N/A	-	-	150,000	800,000	-	-	-	-	950,000
cpxxxx	I-11	Auburn Way S/6th St SE Intersection Improvements	Unsecured	-	-	-	-	130,000	25,000	630,000	-	785,000
cp0820	I-12	C St SW/15th St SW Intersection Improvements	Unsecured	-	-	-	-	200,000	1,000,000	-	-	1,200,000
cpxxxx	I-13	124th Ave SE/SE 320th St Intersection Improvements	Unsecured	-	-	-	-	350,000	1,600,000	-	-	1,950,000
cpxxxx	I-14	124th Ave SE/SE 284th St Intersection Safety Improvements	Unsecured	-	-	-	-	-	100,000	600,000	-	700,000
cpxxxx	I-15	10th St NW/A St NW Intersection Improvements	N/A	-	-	-	175,000	475,000	-	-	-	650,000
Various	N-1	Pedestrian Accessibility and Safety Program	N/A	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-	700,000
Various	N-2	ADA and Sidewalk Improvement Program	N/A	200,000	200,000	200,000	200,000	200,000	200,000	200,000	-	1,400,000
Various	N-3	Arterial Bicycle & Safety Improvement Program	N/A	90,000	-	100,000	-	100,000	-	100,000	100,000	490,000
NA	N-4	Transit Partnership Routes	N/A	400,000	400,000	400,000	400,000	400,000	400,000	400,000	-	2,800,000
cp1416	N-5	F St SE Non-Motorized Improvements	Secured	690,000	3,300,000	-	-	-	-	-	-	3,990,000
cpxxxx	N-6	Auburn Station Access Improvements	Unsecured	-	-	-	125,000	-	-	-	-	125,000
cpxxxx	N-7	Auburn Way S - Southside Sidewalk Improvements	Unsecured	-	-	95,000	750,000	-	-	-	-	845,000
cpxxxx	N-8	Evergreen Heights Safe Routes to Schools	Unsecured	247,000	-	-	-	-	-	410,000	2,270,000	2,927,000
cpxxxx	N-9	Riverwalk Drive Non-Motorized Improvements	Unsecured	-	-	-	-	250,000	1,100,000	-	-	1,350,000
cpxxxx	N-11	Lea Hill Safe Routes to Schools	Unsecured	-	-	-	-	1,420,000	387,000	-	-	1,807,000
Various	P-1	Arterial Street Preservation Program	N/A	1,000,000	1,100,000	400,000	1,200,000	1,675,000	1,300,000	1,750,000	-	8,425,000
Various	P-2	Local Streets Improvement Program	N/A	2,550,000	1,900,000	1,650,000	1,650,000	1,650,000	1,650,000	1,650,000	-	12,700,000
cpxxxx	P-4	Bridge Deck Preservation Program	N/A	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-	700,000
cp1008	P-5	Annual Bridge Structure Preservation Program	N/A	-	50,000	-	50,000	-	50,000	-	50,000	200,000
cpxxxx	P-6	15th St SW Reconstruction	Unsecured	-	375,000	3,000,000	-	-	-	-	-	3,375,000
cpxxxx	P-7	Auburn Way N Preservation Ph 2 (8th St NE to 22nd St NE)	Secured	120,000	1,508,000	-	-	-	-	-	-	1,628,000
cpxxxx	P-8	Auburn Way N Preservation Ph 3 (4th St SE to 8th St NE)	Secured	222,440	1,727,840	-	-	-	-	-	-	1,950,280
cpxxxx	P-10	A St SE Preservation (37th St SE to King/Pierce County Line)	Unsecured	-	-	-	-	135,000	1,576,000	-	-	1,711,000
cpxxxx	P-11	C Street SW Preservation (W Main St to GSA Signal)	Unsecured	-	-	-	-	182,000	2,125,500	-	-	2,307,500
cpxxxx	P-12	Lakeland Hills Way Preservation (57th Dr SE to Lake Tapps Pkwy)	Secured	-	100,000	1,100,000	-	-	-	-	-	1,200,000
c409a0	R-1	Traffic Calming	N/A	50,000	50,000	150,000	150,000	150,000	150,000	150,000	-	850,000
c415a0	R-2	I Street NE Corridor (45th St NE to S 277th St)	N/A	3,892	-	-	6,760,000	-	-	-	-	6,763,892
c201a0	R-3	M Street Underpass	N/A	19,699,628	123,428	123,135	122,843	122,550	122,258	121,965	1,911,668	22,347,475
cpxxxx	R-4	A Street Loop	Unsecured	-	350,000	-	1,350,000	-	-	-	-	1,700,000
cpxxxx	R-5	A St NW, Phase 2 (W Main St to 3rd St NW)	Unsecured	150,000	-	-	-	350,000	2,650,000	-	-	3,150,000
cpxxxx	R-6	Auburn Way S Widening (Hemlock St SE to Poplar St SE)	Unsecured	750,000	1,500,000	750,000	7,250,000	7,250,000	-	-	-	17,500,000
cpxxxx	R-7	M St NE (E Main St to 4th St NE)	N/A	-	-	-	350,000	100,000	1,150,000	-	-	1,600,000
cpxxxx	R-8	49th St NE (Auburn Way N to I St NE)	N/A	-	-	-	850,000	2,500,000	-	-	-	3,350,000
cpxxxx	R-9	46th Place S Realignment	Unsecured	-	-	-	-	-	-	375,000	675,000	1,050,000
cpxxxx	R-10	Auburn Way Corridor (4th St NE to 4th St SE)	Unsecured	78,251	-	-	-	50,000	600,000	200,000	3,500,000	4,428,251
cpxxxx	R-11	124th Ave SE Corridor Improvements (SE 312th St to SE 318th St)	Unsecured	-	-	-	-	400,000	1,100,000	2,500,000	-	4,000,000
cpxxxx	R-12	R Street Bypass (M St SE to SR-18)	N/A	-	-	-	-	-	-	650,000	5,700,000	6,350,000
cpxxxx	R-13	SE 320th St Corridor Improvements (116th Ave SE to 122nd Ave SE)	Unsecured	-	-	-	425,000	695,000	2,500,000	-	-	3,620,000
cpxxxx	R-14	W Valley Hwy Improvements (15th St NW to W Main St)	Unsecured	-	-	-	-	250,000	3,000,000	-	-	3,250,000
cpxxxx	R-15	Auburn Way S - Poplar Curve Safety Improvements	Secured	55,000	213,200	-	-	-	-	-	-	268,200
cpxxxx	R-16	Regional Growth Center Access Improvements	Unsecured	-	-	410,000	100,000	1,500,000	-	-	-	2,010,000
cpxxxx	R-17	M St SE Corridor (8th St SE to Auburn Way S)	Unsecured	-	-	-	-	-	2,050,000	5,250,000	-	7,300,000
cpxxxx	R-18	SR-18 to Auburn Way S Bypass	N/A	15,000,000	-	-	12,500,000	12,500,000	-	-	-	40,000,000
cpxxxx	R-19	Auburn Way S Streetscape Improvements (SR-18 to M St SE)	Unsecured	-	-	-	-	-	1,850,000	2,650,000	-	4,500,000
cp1806	R-20	Lea Hill Rd Segment 1 (Harvey Rd/M St NE to 105th Pl SE)	Unsecured	830,000	-	-	-	2,900,000	5,500,000	5,500,000	-	14,730,000
cpxxxx	R-21	Lea Hill Rd Segment 2 (105th Pl SE to 112th Ave SE)	Unsecured	-	-	-	-	-	-	3,500,000	8,500,000	12,000,000
cpxxxx	R-22	Lea Hill Rd Segment 3 (112th Ave SE to 124th Ave SE)	Unsecured	-	-	-	-	-	-	1,000,000	3,000,000	4,000,000
cpxxxx	R-23	W Valley Hwy Improvements (SR-18 to 15th Street SW)	Unsecured	-	-	-	400,000	2,000,000	-	-	-	2,400,000
cpxxxx	R-24	Stewart Road	N/A	-	-	-	100,000	-	-	-	-	100,000
cpxxxx	R-25	R St SE Corridor Extension	N/A	-	-	-	-	-	2,000,000	8,000,000	-	10,000,000
cpxxxx	R-26	E Valley Hwy Widening	Unsecured	-	-	300,000	250,000	1,200,000	-	-	-	1,750,000
cpxxxx	R-27	Lea Hill Road Segment 1A (Garden Avenue)	Unsecured	-	150,000	350,000	-	-	-	-	-	500,000
c207a0	S-1	A St NW, Phase 1 (3rd St NW to 14th St NW)	N/A	8,366,019	25,000	25,000	25,000	-	-	-	-	8,441,019
cpxxxx	S-2	S 277th St Monitoring	N/A	27,641	20,000	20,000	20,000	20,000	20,000	20,000	40,000	187,641
cp1110	S-3	A St SE Corridor Study	N/A	1,230	105,000	-	-	-	-	-	-	106,230
			Total	52,602,171	14,806,468	10,331,733	37,056,039	41,387,344	35,818,150	38,153,955	26,115,229	256,271,089

City of Auburn 2020 - 2025 Transportation Improvement Program (TIP)



Intersection and ITS Improvements

Non-Motorized/Transit Improvements

Prelim Eng and Misc Improvements

Preservation

Roadway Improvements

City of Auburn

Parks

Water Features

0 1,100 2,200 3,300 4,400 5,500
FEET

Appendix B

Printed On: 06/08/2018
Map ID: 6126

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5433 (Gaub)

Date:
June 10, 2019

Department:
Public Works

Attachments:
Resolution No. 5433
Local Agency Agreement Form (Exhibit A)
Vicinity Map

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

Administrative Recommendation:

City Council adopt Resolution No. 5433.

Background Summary:

Resolution No. 5433 authorizes the Mayor to accept and expend federal grant funds to be administered through a Local Agency Agreement with the Washington State Department of Transportation in the amount of $1,297,500 to finance the design phase of the Auburn Way S Improvements Hemlock Street SE to Poplar Street SE. This grant requires $202,500 as local funding match.

Puget Sound Regional Council is in the process of approving a supplemental funding action for 2019. If approved, the grant funds for this project will be awarded to the City and must be obligated by July 15, 2019 therefore this action is necessary now to allow staff to complete the process to meet the obligation deadline.

This project will widen the roadway between Hemlock Street SE and Poplar Street SE to create a five-lane cross section with two general purpose travel lanes in each direction, and a two-way center left-turn lane. A new traffic signal with intelligent transportation system connectivity is proposed at, or near, the Noble Court intersection to support access to Chinook Elementary School. Additionally, curb and gutter, 10 foot sidewalks, illumination, transit stop improvements, storm water improvements, and access management (where feasible) with accommodation for U-turns are proposed. This project is an extension of the recently completed improvements currently terminating at the Hemlock Street Intersection.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: RES.C

RESOLUTION NO. 5433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT AND EXPEND FEDERAL GRANT FUNDS AND EXECUTE AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE AUBURN WAY SOUTH IMPROVEMENTS – HEMLOCK STREET SE TO POPLAR STREET SE

WHEREAS, the City desires to improve safety, capacity, and efficiency of the City's street network throughout Auburn; and

WHEREAS, the need for the Auburn Way South Improvements – Hemlock Street SE to Poplar Street SE Project is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, the City applied for and was awarded the following federal grant to be administered by the Washington State Department of Transportation (WSDOT) with required local funding match percentage as indicated:

- $1,297,500 to finance the design phase of the Auburn Way S Improvements – Hemlock Street SE and Poplar Street SE ("the Project"); and

WHEREAS, funding has been made available in the approved City budget to provide the local funding match requirements for the grant; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the City's transportation system.

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

Section 1. The Mayor is authorized to accept the federal grant for $1,297,500 for the Auburn Way S Improvements – Hemlock Street SE to Poplar Street SE. The Mayor

is further authorized to negotiate, finalize, and execute an Agreement between the City and the Washington State Department of Transportation (WSDOT), in conformity with the WSDOT grant and in substantial conformity with the grant agreement template attached, marked as Exhibit A. The Mayor is also authorized to negotiate, finalize, and execute any further supplemental agreements consistent with project and grant requirements as may be necessary for the future phases of the Project.

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

Section 3. This Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

Washington State Department of Transportation

Local Agency Agreement

Agency

Address

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate
☐ Yes ☐ No

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid Participation Ratio for PE	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid Participation Ratio for RW	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid Participation Ratio for CN	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00

Agency Official

By

Title

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

$ at $ per month for months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

, , Resolution/Ordinance No.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.

(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Auburn Way S (SR-164) - Hemlock to Poplar

Printed Date: 6/5/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015

666.7 0 333.3 666.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 333 ft 1: 4,000

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

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5435 (Coleman)

Date:
June 11, 2019

Department:
Finance

Attachments:
Resolution No. 5435

Budget Impact:

Administrative Recommendation:

Approve Resolution No. 5435

Background Summary:

The King County Solid Waste Division released the 2019 Comprehensive Solid Waste Management Plan (2019 Plan) for City approval on May 20, 2019. The 2019 Plan outlines programs to prevent, recycle, and dispose of waste in King County. The King County Council approved the 2019 Plan on April 24, 2019. Now, cities representing at least 75 percent of the incorporated population need to approve the 2019 Plan.

The 2019 Plan in electronic format can be viewed at:

https://your.kingcounty.gov/dnrp/library/solid-waste/about/planning/2019-comp-plan.pdf

Reviewed by Council Committees:

Councilmember:

Staff: Coleman

Meeting Date: June 17, 2019

Item Number: RES.D

RESOLUTION NO. 5435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING THE 2019 COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR THE KING COUNTY SOLID WASTE SYSTEM

WHEREAS, the purpose of the 2019 Comprehensive Solid Waste Management Plan (2019 Plan) is to plan for solid waste and materials reduction, collection, and handling and management services and programs for the geographic area where King County has authority, by law or by agreement, to plan for solid waste management, and

WHEREAS, the 2019 Plan was prepared according to RCW 70.95.080, which requires that each county, in cooperation with the cities located within the county, prepare and periodically update a coordinated, comprehensive solid waste management plan, and

WHEREAS, under the 2013 Amended and Restated Interlocal Agreement ("the interlocal agreement"), which was executed by all cities except Seattle and Milton, King County serves as the planning authority for solid waste, and

WHEREAS, King County worked with the city representatives on the Metropolitan Solid Waste Management Advisory Committee to develop the 2019 Plan, and

WHEREAS, the 2019 Plan replaces the 2001 Comprehensive Solid Waste Management Plan, which was approved by Auburn on February 4, 2002, and

WHEREAS, on April 17, 2019 the King County Regional Policy Committee, acting as the Metropolitan King County Council Solid Waste Interlocal Forum, recommended adoption of the 2019 Plan; and

WHEREAS, on April 24, 2019 the Metropolitan King County Council approved the 2019 Plan, and

WHEREAS, the 2019 Plan cannot receive final approval until cities representing at least 75 percent of the incorporated population approve the plan and that must occur within 120-days from receipt of the King County-approved Plan by a city, and

WHEREAS, the 2019 Plan is further subject to final approval by the Washington State Department of Ecology;

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

Section 1. The 2019 Comprehensive Solid Waste Management Plan, Attachment A to this resolution, is hereby approved.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5436 (Gaub)

Date:
June 11, 2019

Department:
Public Works

Attachments:
Resolution No. 5436
Local Agency Agreement Supplement Form (Exhibit A)
Vicinity Map

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

Administrative Recommendation:

City Council adopt Resolution No. 5436.

Background Summary:

Resolution No. 5436 authorizes the Mayor to accept additional federal funding beyond what was originally awarded for CP1819 – A Street SE Preservation Project. Puget Sound Regional Council is in the process of approving a supplemental funding action for 2019. If approved, this project will receive additional grant funds that must be obligated by July 15, 2019 therefore this action is necessary now to allow staff to complete the process to meet the obligation deadline and assist the region in meeting the federal targets for 2019. If these federal targets are not met, the federal funding that is provided to the region in future years could be reduced.

The proposed supplemental funding action includes $450,000.00 of federal funds that will be re-allocated from City Project CP1904 – Auburn Way North Preservation Phase 3 Project which is budgeted in 2020 and allocate $310,610.00 of new federal funds to the project.

Since the CP1819 A Street SE Preservation project is fully funded, $760,610.00 of previously allocated arterial preservation funds for the project will be transferred out of the project, creating a net zero project budget change, as follows:

- $450,000.00 will be transferred to CP1904 Auburn Way North Preservation Phase 3 to replace the federal funds transferred to CP1819 – A Street SE Preservation; and
- $310,610.00 will be transferred back to the arterial preservation fund balance

The CP1819 A Street SE Preservation project will grind and overlay A Street SE from East Main Street to 17th Street SE, remove unused driveways, and upgrade curb ramps and pedestrian signals (as necessary) to meet ADA requirements.

Construction has been awarded and is expected to begin in July 2019 and be complete in

October 2019.

Reviewed by Council Committees:

Councilmember:		**Staff:**	Gaub
Meeting Date:	June 17, 2019	Item Number:	RES.E

RESOLUTION NO. 5436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT ADDITIONAL FEDERAL GRANT FUNDS TO BE ADMINISTERED THROUGH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR CP1819 A STREET SE PRESERVATION PROJECT

WHEREAS, Resolution No. 5369, adopted by City Council on May 21, 2018, accepted federal grant funds for CP1819 A Street SE Preservation project; and

WHEREAS, through emergency supplemental funding, the City was awarded additional federal grant funding from the Puget Sound Regional Council ("PSRC") in the amount of $310,610.00 to finance the construction phase of CP1819 A Street SE Preservation project; and

WHEREAS, the additional federal funding received by PSRC will be administered by the Washington State Department of Transportation ("WSDOT") and requires a 13.5% local funding match; and

WHEREAS, the City has budgeted to meet the local funding match requirements; and

WHEREAS, in conjunction with the additional federal grant funding received as part of the emergency supplement, $450,000.00 of federal funding previously allocated to CP1904 Auburn Way North Preservation Phase 3, will be transferred to CP1819 A Street SE Preservation project; and

WHEREAS, since the CP1819 A Street SE Preservation project is fully funded, a total of $760,610.00 in previously allocated arterial preservation funds for the project will be transferred out of the project as follows:

- $450,000.00 will be transferred to CP1904 Auburn Way North Preservation Phase 3; and

- $310,610.00 will be transferred back to the local arterial preservation fund balance; and

WHEREAS, it is in the best interest of the City to use the emergency supplemental grant funding to finance the CP1819 A Street SE Preservation project.

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

Section 1. The Mayor is authorized to accept the additional federal grant funding of $310,610.00 for the CP1819 A Street SE Preservation project. The Mayor is further authorized to negotiate, finalize, and execute an amendment to the Local Agency Agreement between the City and the Washington State Department of Transportation ("WSDOT"), in conformity with the WSDOT grant and in substantial conformity with the grant agreement supplement template attached as Exhibit A. The Mayor is also authorized to negotiate, finalize, and execute any further agreements consistent with project and grant requirements as may be necessary for any and all future phases of CP1819 A Street SE Preservation project, expending up to the total amount of the supplemental grant.

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

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

Washington State Department of Transportation

Supplement - Local Programs State Funding Agreement

Agency		Supplement Number
Project Number	Agreement Number	

This supplemental agreement is made and entered into
All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Description ☐ No Change

Name _____

Location _____

Description of Work ☐ No Change

Reason for Supplement

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE	a. Agency					
	b. Other					
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
	r. Total Project Cost Estimate (e+j+q)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

AGENCY

BY: _____

Title:

Date: _____

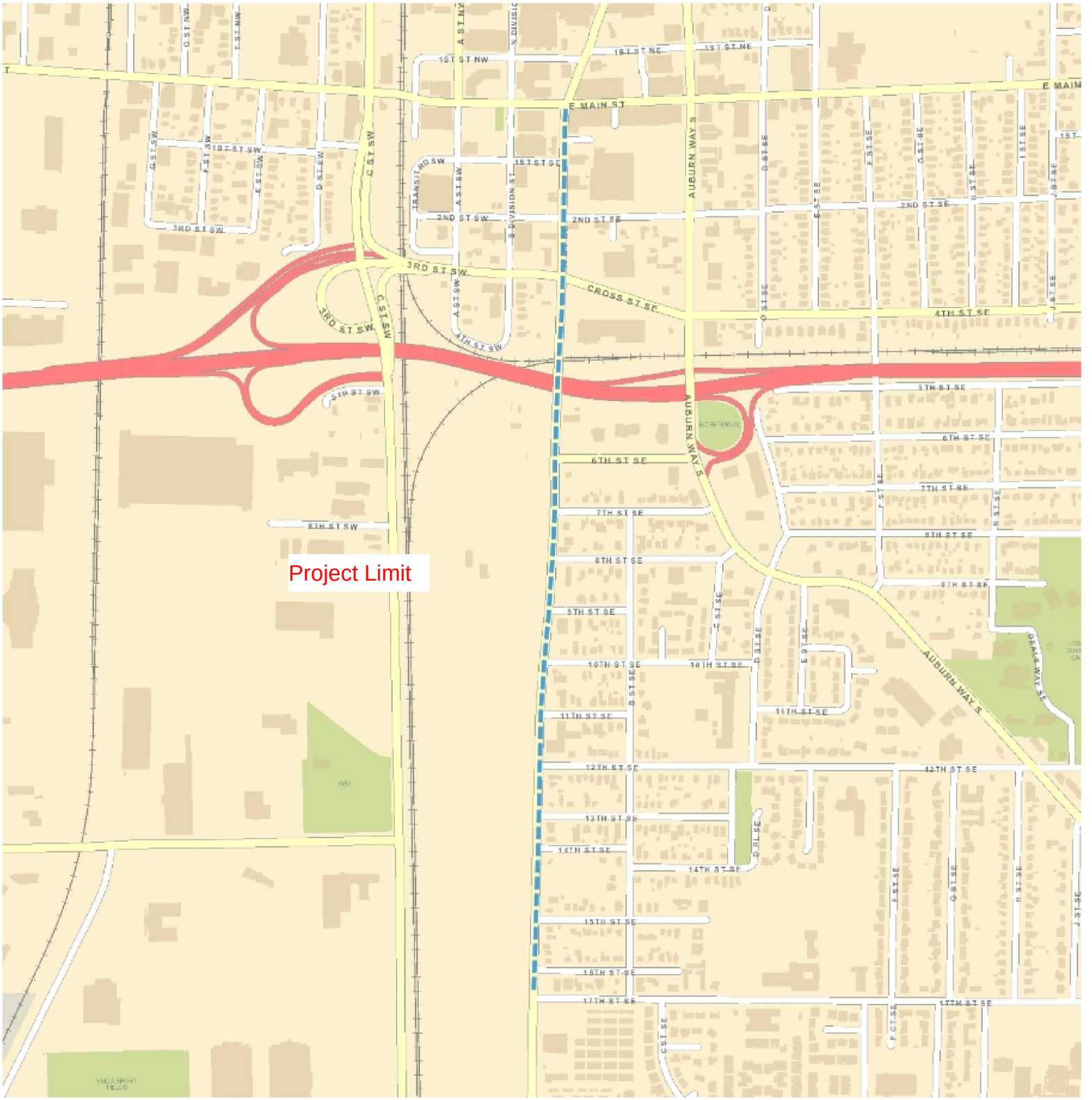
STATE

BY: _____
Director, Local Programs

Date: _____

DOT Form 140-087A
Revised 03/2016

A Street SE Preservation Project - Phase 3 (East Main St to 17th St SE)



Printed Date:5/4/2016

Map Created by City of Auburn eGIS

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5437 (Hinman)

Date:
June 10, 2019

Department:
Administration

Attachments:
RES 5437 - Auburn School District Reciprocal Facility Agreement

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

Administrative Recommendation:

Approve Resolution No. 5437

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: June 17, 2019

Item Number: RES.F

RESOLUTION NO. 5437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE AUBURN SCHOOL DISTRICT FOR MUTUAL AID DURING EMERGENCIES.

WHEREAS, the Parties agree that during an emergency it is important for each of them to have an alternate location from which to conduct emergency operations if either Party's facilities become inoperable; and

WHEREAS, the Parties are willing to provide each other with assistance during an emergency by making their facilities available; and

WHEREAS, the cities are authorized by RCW 39.34 and RCW 38.52.091to enter into this agreement; and

WHEREAS, it is in the public interest for the City of Auburn to enter into an agreement for the provision of alternate facilities for responding to a city emergency.

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

Section 1. That the Mayor is hereby authorized to execute an Agreement between the City and the Auburn School District for reciprocal use of each entities facilities, which agreement shall be in substantial conformity with the agreement attached as Exhibit A.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including but not limited to amending the specific facility requirements in Exhibit A.

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney

Reciprocal Emergency Facility Use Agreement

Exhibit A

EOC Space requirements

The City has a need for two critical functions during a disaster or other large scale event that prevents the City from using it's normal work areas. These are generally considered office type environments for essential personnel to coordinate the city's emergency response and recovery efforts and to perform essential functions to help operate and lead City departments. While many of the options in this exhibit use school facilities as examples, any room or area of similar size could be considered. It is preferred to have the EOC and COOP operations in the same building or campus, however the Safe Assembly area should not be at the same location.

Emergency Operation Center- Use of a room or rooms to be used by the city as an alternate location for operation of the City's EOC. The space needed for the EOC operations is approximately 1,200 square feet. A normal school classroom or the administration conference room or computer lab would be an example of a sufficient work area.

- Additional Support: - This should include the use of the facility's electrical power, internet, WIFI if available, access to restrooms, and water. Electrical support would come from the facility's normal outlets, typical electrical service for a classroom or office area would suffice. A small parking area for up to 30 EOC personnel is also needed.

Continuity of Operations Plan (COOP)- Essential personnel from each city department would require space to plan, coordinate, and lead each department's operations from an alternate location. It is expected that each department would need tables and chairs from which to perform office work on laptop computers using cell phone and paperwork brought by City staff. The space needed for the city's COOP efforts would be more significant due to the number of staff members involved. This space would be approximately 2,500 square feet. Ideally this could be accommodated with 2-3 normal school classrooms, or other rooms of similar size. One large room such as the Board Room in the administration building would also work.

- Additional Support – This should include the use of the facility's electrical power, internet, WIFI if available, access to restrooms, and water. Electrical support would come from the facility's normal outlets, typical electrical service for a classroom or office area would suffice. A parking area for up to 80 COOP personnel is also needed.

Safe Assembly Location Use of a parking area, restrooms and water as a safe assembly location for temporary use until evacuees can be directed to an emergency shelter. The intent is for a location that evacuees can gather in a safe location until directed to relocate to a

longer term shelter in another location. It is anticipated that vehicles will temporarily fill any available paved and marked parking areas. Depending on scale of evacuation and number of vehicles it's possible that overflow parking may also be needed on unpaved parking areas of the facility. Safe assembly locations are intended to be a short term usage, until Emergency Shelters are activated, at that time those residents at the safe assembly locations will be directed to move to the shelter. The city will have staff members on location to coordinate traffic and communicate with evacuees as soon as possible. Auburn Mountainview High School is designated as a potential Safe Assembly location.

Emergency Shelter Auburn School District facilities may be used as emergency shelter as agreed to with the American Red Cross.

Transportation The use of Auburn School District buses, if available, would include utilizing the agency's bus drivers. Buses and drivers will remain under the control of their agency. For most evacuations it is expected that the large 49 passenger buses would be preferable due to their ability to move the most evacuees.

Reciprocal Emergency Facility Use Agreement

Between the City of Auburn and the Auburn School District

1. The **Parties** to this Agreement are the City of Auburn ("City") and the Auburn School District ("District"), both of which is an entity authorized to enter into this agreement pursuant to Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

2. **Statement of need or goals.** All parties recognize the importance for each of them to have the use of functional facilities during major emergencies or events. Each party has a dedicated facilities, and trained staff to coordinate its efforts as described in each party's Comprehensive Emergency Plan. All parties also recognize that an event or emergency may render that party's facilities inoperable and the parties may need to perform emergency-related duties from an alternate location. The purpose of this Agreement is to allow one party to use the facilities of another party, if available for use.

3. **What is included in the Agreement.** Use of the responding party's facilities, communications equipment, audio visual equipment, and other equipment that is generally used for operations. The facilities may include office space, large space that can be used as a shelter, and parking lots that may be used as a safe assembly location.

4. **Radios/phones/computers/room size needed.** For each potential need, the parties have identified on Exhibit A their estimated space needs, as well as additional support included but not limited to electricity, water, internet, cable, restroom(s), telephone(s), computer(s), and radio(s).

5. **When Agreement will be used.** The Agreement may be used when a requesting party's facilities are determined to be unusable.

6. **How to activate.** Upon determination of need by the requesting party's emergency manager or designee, the requesting party will contact the responding party's emergency manager, or designee, to request use of the responding parties facilities. The request should estimate the level of activation and the estimated time the facility will be needed.

7. **Support by responding party.** The responding party will provide a liaison, when possible, to assist with operation of equipment, supplies, and other infrastructure needed to operate the facilities. Once the requesting party has occupied the facility, the parties will determine if the liaison is required full time, or simply available as needed.

8. **Requesting party responsibilities.** The requesting party will maintain all equipment in an operational condition and will not make any changes to computers, radios, hardware or software without the consent of the responding party. The requesting party is responsible for the cleanup of any debris and returning the facility to its normal condition.

9. **Recovery of any costs incurred.** The requesting party will be responsible for any damages, repairs, and personnel costs incurred by the responding party as a result of the requesting party's use.

10. **Timing.** The responding party will make the facilities available within one hour of approving a request if feasible.

11. **Practice/Exercise.** In order to effectively activate this Agreement and use another party's facilities, the parties recognize that training or exercises will be beneficial to all parties. The parties agree to responding one training session or exercise lasting up to 3 hours in their facilities each year. The timing and duration of the training session or exercise will be mutually agreed upon by the parties.

12. **Contact information.** Each party will provide contact information for three individuals authorized to allow a responding party to use its facility on short notice. Contact information will include name, title, email address, work phone and mobile phone number for each individual and should be updated or confirmed when a listed individual leaves their position or on an annual basis.

13. **Reciprocal nature.** The intent of this Agreement is to be reciprocal in nature. Each party acknowledges that it may either act as the responding party or the requesting party at any time and that the benefits are roughly equal in nature. No party is required to allow another party to use its facilities.

14. **Cancellation of agreement.** A party can withdraw from this agreement by providing 30 day's written notice to the other parties. If one party withdraws from the agreement, it will not affect the other parties' agreement.

15. **Insurance.** The requesting party will be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages, which include a severability of interest provision, as appropriate for the size of the facility and the responding party. Any party may self-insure or be a member of a risk pool.

16. **Indemnification.**
    Indemnification and Defense: Each party agrees to defend, indemnify and hold the other cities, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including but not limited to reasonable attorney fees and litigation costs (hereinafter' claims'), allegedly caused solely by the negligence or willful misconduct of such party, its agents, affiliated corporations, officers, officials, employees, volunteers, or lower tier subcontractors, (hereinafter tortfeasors), arising out of or in connection with the performance of this Agreement.

    If the negligence or willful misconduct of more than one party or its tortfeasors is a cause of such claims then the liability will be shared between those cities in proportion to the relative degree of negligence or willful misconduct between such cities and such proportion will apply to the rights of indemnity and defense.

    If a court of competent jurisdiction determines 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 concurrent negligence of the Cities and their tortfeasors, then each party's liability will be only to the extent of its negligence.

Solely for the purposes of this indemnification, it is further specifically and expressly understood that the indemnification provided for in this Agreement constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, for claims brought by any party or party's employee against another party. Furthermore, in the event of a property loss each party agrees to waive any rights of recovery against each other to the extent the property loss at issue is covered by insurance.

These waivers have been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this agreement.

17. **Dispute Resolution**

a. Meet and Confer Process

In the event that any party believes another party has breached a term of this Agreement, it may request in writing that the parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of the written request.

b. Notice of Disagreement

A party unsatisfied with the meet and confer process may file a Notice of Disagreement within fifteen (15) days of the meet and confer process by providing written notice to the other party. A party not electing to utilize the meet and confer process may file a Notice of Disagreement at any time by providing written notice to the other party. The Notice of Disagreement will identify and describe any alleged breach of the Agreement with particularity and will identify the action required to remedy the breach.

c. Response to Notice of Disagreement

i. Within fifteen (15) days of service of a Notice of Disagreement, the recipient will provide a written response, either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the breach.

ii. Failure to serve a timely response will entitle the complaining party to proceed immediately to arbitration, or other alternative dispute resolution mechanism mutually agreeable to the parties.

d. Enforcement

Any award in arbitration or mediation held pursuant to Section 18(c) may be enforced by bringing an action in the Superior Court for King County, Washington.

18. **Severability.** Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

19. **Amendment, Assignment & Waiver.**

    a. No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid unless it is made in writing, signed by the parties to be bound, and specifies, with particularity, the nature and extent of such amendment, modification, or waiver.

    b. No party to this Agreement will assign any right or obligation in this Agreement, in whole or in part, without the prior written consent of the other parties, and any such assignment will not be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

20. **Integration & Binding Effect.**

    a. This Agreement, together with any subsequent amendments or addendums, constitutes the entire agreement of the parties and no other understandings, oral or otherwise, regarding this Agreement will exist or bind any of the parties.

    b. This Agreement will be binding upon, and the benefits and obligations provided for herein will inure to and bind, the parties and their respective successors and assigns, provided that this Section will not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement.

    c. This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, or their sureties.

21. **Choice of Law.**

    a. This Agreement and the rights of the parties hereunder will be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder will be in of the county in King County, Washington.

    b. Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

22. **Notices, Reports & Correspondence.** All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for

mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

23. **Signature Authority.** This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

24.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

_____

Nancy Backus, Mayor

Attest:

_____

Shawn Campbell, City Clerk

Approved as to form:

_____

Steve Gross, City Attorney

AUBURN SCHOOL DISTRICT

_____

Dr. Alan Spicciati, Superintendent

Attest:

_____

Approved as to form:

_____

Curtis M. Leonard, District Counsel

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5439 (Gaub)

Date:
June 11, 2019

Department:
Public Works

Attachments:
Resolution No. 5439

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

Administrative Recommendation:

City Council adopt Resolution No. 5439.

Background Summary:

Resolution No. 5439 authorizes the City to submit an application for and, if awarded, to accept Federal Aviation Administration (FAA) grant funds for the construction of Project CP1516, Auburn Municipal Airport Runway 16-34 Extension.

The project will improve aircraft safety and the ability to accommodate the current and forecast fleet of multi-engineer piston aircraft for both takeoff and accelerated-stop distances by providing additional runway length. Grant funding from the FAA is available to support the construction of this project. However, before the FAA is able to award these funds, a resolution must be approved by the City including a specific statement of support.

The cost of the construction is estimated to total up to $3,000,000. Funding is anticipated to be as follows:

Source	Amount	Percentage
Federal Funds (FAA)	$2,700,000	90.0%
Local Funds (Airport Fund #465)	$150,000	5.0%
State Funds (WSDOT)	$150,000*	5.0%
Total	$3,000,000	100.0%

* The City has also applied for a $150,000.00 grant from the Washington State Department of Transportation (WSDOT), Aviation Division. WSDOT will notify the City soon whether these grant funds will be awarded. If WSDOT grant funding is not awarded, the City's share would increase to $300,000, or 10% of the total project cost.

Reviewed by Council Committees:

Councilmember:

Staff: Gaub

Meeting Date: June 17, 2019

Item Number: RES.G

RESOLUTION NO. 5439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE CITY TO APPLY FOR AND, IF AWARDED, TO ACCEPT AND EXPEND GRANT FUNDS IN THE AMOUNT OF UP TO $2,700,000.00 FROM THE FEDERAL AVIATION ADMINISTRATION RELATED TO THE AUBURN MUNICIPAL AIRPORT RUNWAY ENHANCEMENT PROJECT

WHEREAS, the completion of the construction of the Auburn Municipal Airport Runway Enhancement project (" Project") at the Auburn Municipal Airport is a necessary part of responsible airport facility management and maintenance, and ensures the continued usability and safety of the runway surfaces for aircraft use; and

WHEREAS, the Project is an integral part of the most recent Airport Master Plan, which was approved by the Federal Aviation Administration and the Washington State Department of Transportation, Aviation Division; and

WHEREAS, the City of Auburn has submitted to the Washington State Department of Transportation, Aviation Division a request for state grant funds in the amount of One Hundred and Fifty Thousand Dollars ($150,000.00) or 5% of the total cost of the Runway Enhancement Project to be used for the construction phase of the project; and

WHEREAS, the City of Auburn also has plans to apply to the Federal Aviation Administration for a matching grant of up to Two Million Seven Hundred

Thousand Dollars ($2,700,000.00) or 90.0% of the total cost of the Runway Enhancement Project to be used for the construction phase of the project; and

WHEREAS, the City of Auburn has available, and is willing to provide, up to One Hundred and Fifty Thousand Dollars ($150,000.00) which is 5% of the funds needed as the City's local match for the Runway Enhancement Project. Alternatively, the City of Auburn has available, and is willing to provide, up to Three Hundred Thousand Dollars ($300,000.00) which is 10% of the funds needed as the City's local match for the Runway Enhancement Project if the requested Washington State Department of Transportation, Aviation Division grant funds are not awarded; and

WHEREAS, the Federal Aviation Administration, requires a resolution from the City of Auburn expressing support of this project prior to award of the federal grant funding and authorizing a representative for the execution of any grant agreement; and

WHEREAS, by virtue of this Resolution the City Council finds that the Runway Enhancement Project will benefit the health, safety and welfare of the residents of the City of Auburn by improving and supports the Runway Enhancement Project.

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

Section 1. The Council expresses its support for construction of the Runway Enhancement Project and authorizes the City's expenditure of up to One Hundred and Fifty Thousand Dollars ($150,000.00) as its 5% match of the funds needed to complete this construction. Alternatively, the Auburn City Council authorizes the City's expenditure of up to Three Hundred Thousand Dollars ($300,000.00) if the requested Washington State Department of Transportation Aviation Division grant funds are not awarded.

Section 2. The Mayor is authorized to apply for the Federal Aviation Administration grant, to accept this grant if awarded, and to enter into contracts to expend the grant funds. The Mayor is authorized to implement administrative procedures necessary to carry out the directives of this legislation.

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

Dated and Signed this _____ day of _____, 2019.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Steven L. Gross, City Attorney