

**City Council
Regular Meeting
June 15, 2026 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, June 15, 2026, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/87985113939>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Police Promotional Ceremony (Caillier)
- B. Juneteenth
Mayor Backus to proclaim June 19, 2026, as "Juneteenth" in the City of Auburn

AGENDA MODIFICATIONS

PUBLIC HEARINGS

- A. Public Hearing for 2027-2032 Transportation Improvement Program (Gaub)
City Council to hold a Public Hearing in consideration of the 2027-2032 Transportation Improvement Program

PUBLIC COMMENT

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

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

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

Please mail written comments to:

City of Auburn

Attn: Shawn Campbell, City Clerk

25 W Main St

Auburn, WA 98001

Please fax written comments to:

Attn: Shawn Campbell, City Clerk

Fax number: 253-804-3116

Email written comments to: publiccomment@auburnwa.gov

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

CORRESPONDENCE

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 from the May 18 and June 1, 2026, City Council Meetings
- B. Minutes from the May 26 and June 8, 2026, Study Session Meetings
- C. Setting the date for a Public Hearing for Astound Broadband, LLC Franchise Agreement (Gaub)
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539836 through 539842 in the amount of \$86,716.41, electronic deposit transmissions in the amount of \$3,309,486.34, for a grand total of \$3,396,202.75 for the period covering May 28, 2026, to June 15, 2026

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 7018 (Gaub)
An Ordinance granting to Lake Meridian Water District, a Washington Municipal Corporation, a Franchise for Water Facilities

(RECOMMENDED ACTION: Move to approve Ordinance No. 7018.)

RESOLUTIONS

- A. Resolution No. 5894 (Davison)
A Resolution adopting the 2026 Community Development Block Grant Annual Action Plan for the Consolidated Plan Years 2025-2029

(RECOMMENDED ACTION: Move to adopt Resolution No. 5894.)

- B. Resolution No. 5909 (Gaub)
A Resolution approving and adopting the 2027-2032 Transportation Improvement Program of the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5909.)

- C. Resolution No. 5912 (Whalen)
A Resolution authorizing the Mayor to execute on behalf of the City, a first amendment to the lease dated October 7, 2024, with Rainier Flight Services, LLC

(RECOMMENDED ACTION: Move to adopt Resolution No. 5912.)

- D. Resolution No. 5913 (Martinson)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for Public Defense Services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5913.)

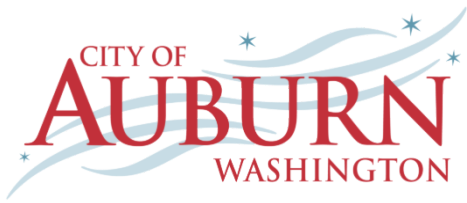
MAYOR AND COUNCILMEMBER REPORTS

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

ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office and on the City website (<http://www.auburnwa.gov>).



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Hearing for 2027-2032 Transportation Improvement Program (Gaub) June 15, 2026
City Council to hold a Public Hearing in consideration of the 2027-2032
Transportation Improvement Program

Meeting Date:**Department:**

Public Works

Attachments:

Resolution No. 5909

Budget Impact:**Administrative Recommendation:**

City Council to hold a Public Hearing in consideration of the 2027-2032 Transportation Improvement Program. See Resolution No. 5909 for further action on this item.

Background for Motion:**Background Summary:**

The Transportation Improvement Program (TIP) is a multiyear planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also use the TIP to coordinate future transportation projects with needed utility improvements. Resolution No. 5680, adopted in 2022, established that Transportation Benefit District (TBD) funded projects will be identified in the TIP and that the TIP will serve as the City's financial plan for TBD funded projects.

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

The date of the Public Hearing was set by consent on June 1, 2026.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE 2027-2032 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN

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

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

WHEREAS, pursuant to the requirements of State law, a Public Hearing to review the 2027-2032 Transportation Improvement Program for the City of Auburn was held on June 15, 2026, at 7:00 p.m. at the Auburn City Council meeting held both in the Auburn City Hall Council Chambers and virtually, pursuant to notice published in the legal newspaper of the City of Auburn on June 4, 2026.

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

Section 1. The 2027-2032 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 2027-2032 Transportation Improvement Program with the Washington State Department of Transportation.

Section 3. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 4. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

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

Dated and Signed: _____

CITY OF AUBURN

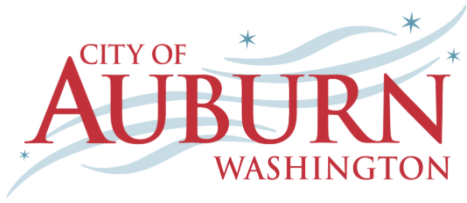
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the May 18 and June 1, 2026, City Council Meetings

Meeting Date:

June 15, 2026

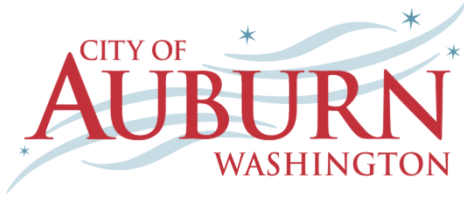
Department:

City Council

Attachments:

05-18-2026 Minutes, 06-01-2026
Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Regular Meeting
May 18, 2026 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

Deputy Mayor Taylor acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Deputy Mayor Taylor led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Kate Baldwin, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor.

The following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Julie Krueger, and Deputy City Clerk Rebecca Wood-Pollock.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. National Public Works Week

Deputy Mayor Taylor proclaimed May 17 through May 23, 2026, as "National Public Works Week" in the City of Auburn.

Director Gaub accepted the proclamation and thanked Deputy Mayor and Council for their support and recognition.

AGENDA MODIFICATIONS

Resolution No. 5908 was moved to Item D and Mayor's Report was removed from the agenda.

PUBLIC COMMENT

Written Comments:

The City Clerk's Office received one written comment from Tina Simmons which was forwarded to Mayor and Council prior to the meeting.

In-Person Comments:

Dylan Gedert, Melissa Gedert, and Virginia Haugen provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the April 27, 2026, Study Session Meeting
- B. Minutes from the May 4, 2026, City Council Meeting
- C. Setting the date for a Public Hearing for Lake Meridian Water District Franchise
- D. Claims Voucher (Thomas)
Claims voucher dated April 23, 2026, which includes voucher number 483525 in the amount of \$511,931.95
- E. Claims Vouchers (Thomas)
Claims voucher list dated May 6, 2026, which includes voucher numbers 483526 through voucher 483665, in the amount of \$5,380,938.04, twenty-three electronic fund transfers in the amount of \$5,608.09, and five wire transfers in the amount of \$1,141,862.68
- F. Payroll Vouchers (Thomas)
Payroll check numbers 539821 through 539828 in the amount of \$87,967.59, electronic deposit transmissions in the amount of \$3,079,051.26, a special payroll for a time card correction, electronic deposit transmission in the amount of \$2,427.36, for a grand total of \$3,169,446.21 for the period covering April 30, 2026, to May 13, 2026

Councilmember Amer moved and Councilmember Baldwin seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember Lott moved and Councilmember Amer seconded to request that the

Mayor work with staff to coordinate a future Study Session date for consideration of contracting with a qualified, independent third-party firm to conduct a comprehensive and periodic audit of the City's utilization of the Flock ALPR system to ensure compliance with applicable law.

Council discussed public comments received, State legislation, transparency, cost, expectations, ALPR camera functions, and other municipalities.

A Point of Order was raised by Councilmember Amer regarding personal attacks. Deputy Mayor Taylor ruled that the point of order stands.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

A. Resolution No. 5897 (Whalen/Krueger)

A Resolution authorizing the Mayor to execute an updated Interlocal Agreement with King County to accept funds in the amount of \$2,121,000 to purchase the Soos Creek Botanical Garden Property

Councilmember Baldwin moved and Councilmember Rakes seconded to adopt Resolution No. 5897.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5900 (Whalen/Krueger)

A Resolution authorizing the Mayor to execute on behalf of the City, a Purchase and Sale Agreement with Maurice Skagen for real property commonly known as the Soos Creek Botanical Garden and Heritage Center

Councilmember C. Taylor moved and Councilmember Lott seconded to adopt Resolution No. 5900.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5901 (Whalen/Krueger)

A Resolution authorizing the Mayor to execute on behalf of the City, an Operating Agreement for Services with the Soos Creek Botanical Garden Foundation for continued operations, improvement and maintenance of the Soos Creek Botanical Garden and Heritage Center

Councilmember Stirgus moved and Councilmember Baldwin seconded to adopt Resolution No. 5901.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5908 (Whalen/Krueger)

A Resolution authorizing the Mayor to execute on behalf of the City, a Purchase and Sale Agreement with the Soos Creek Botanical Garden

Foundation for the acquisition of real property used for the Soos Creek Botanical Garden and Heritage Center

Councilmember C. Taylor moved and Councilmember Baldwin seconded to adopt Resolution No. 5908.

MOTION CARRIED UNANIMOUSLY. 7-0

Deputy Mayor Taylor called for a recess for 10 minutes at 7:36 p.m. The meeting was reconvened at 7:46 p.m.

E. Resolution No. 5907 (Whalen)

A Resolution authorizing the Mayor to execute on behalf of the City, a Lease Termination and Surrender Agreement with Classic Helicopter Corp

Councilmember Amer moved and Councilmember C. Taylor seconded to adopt Resolution No. 5907.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

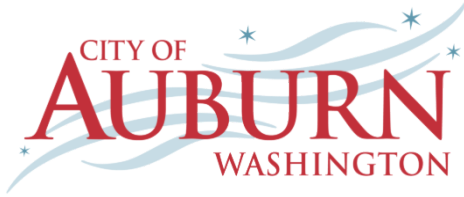
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:55 p.m.

APPROVED this 15th day of June, 2026.

TRACY TAYLOR, DEPUTY MAYOR

Rebecca Wood-Pollock, Deputy City Clerk



**City Council
Regular Meeting
June 1, 2026 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

Mayor Backus acknowledged the Federally Recognized Muckleshoot Indian Tribe as the ancestral keepers of the land we are gathered on today.

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Brooklyn Prock and Zoe Thomlin with Girl Scout Troop No. 46808 led those in attendance in the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor. Councilmember Kate Baldwin attended the meeting virtually via Zoom.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, Director of Parks, Arts, and Recreation Julie Krueger, and City Clerk Shawn Campbell.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. LGBTQIA+ Pride Month

Mayor Backus proclaimed June 2026 as "LGBTQIA+" Pride Month" in the City of Auburn.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC HEARINGS

- A. Public Hearing for Lake Meridian Water District Franchise Agreement No. FRN25-0003 (Gaub)
City Council to hold a Public Hearing in consideration of Franchise Agreement No. FRN25-0003 for Lake Meridian Water District for a Water Franchise

Mayor Backus opened the Public Hearing at 7:07 p.m.

Virginia Haugen provided comment.

Mayor Backus closed the Public Hearing at 7:07 p.m.

PUBLIC COMMENT

Written Comments:

The City Clerk's Office received a written comment from Angela Patterson, which was forwarded to Mayor and Council prior to the meeting.

In-Person Comments:

Stewart Anderson, Virginia Haugen, and Rocky Salvador provided comments at the meeting.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Setting the date for a Public Hearing for the 2027-2032 Transportation Improvement Program (Gaub)
- B. Claims Vouchers (Thomas)
Claims voucher list dated May 20, 2026, which includes voucher numbers 483666 through voucher 483719 and voucher numbers 483721 through voucher 483860, in the amount of \$6,126,917.11, twenty-one electronic fund transfers in the amount of \$34,883.45, and three wire transfers in the amount of \$808,413.95
- C. Claims Vouchers (Thomas)
Claims voucher list dated May 20, 2026, which includes voucher number 483720 in the amount of \$7,392.49
- D. Payroll Vouchers (Thomas)

Payroll check numbers 539829 through 539834 in the amount of \$830,553.57, electronic deposit transmissions in the amount of \$2,962,080.51, for a grand total of \$3,792,634.08 for the period covering May 14, 2026, to May 27, 2026

Deputy Mayor Taylor moved and Councilmember Amer seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember Lott moved and Councilmember Rakes seconded to request that Mayor Backus work with staff to coordinate a future Study Session date for consideration of a parental accountability Ordinance and related Code amendments addressing the illegal operation of non-street-legal motorized vehicles by minors on public streets, sidewalks, parks, and trails within the City of Auburn.

Mayor Backus noted the Auburn Junior City Council will be working on this item in the Fall.

Council discussed the need for accountability, destruction of park property, information from Target Zero, safety concerns, procedural concerns, bringing the item forward to a Study Session, ensuring the rules are effective, timing moving forward, opportunity to ride the vehicles somewhere within the City, working with home-owner associations, inviting the Traffic Safety Commission and Target Zero to a Study Session, including the Auburn School District in the conversation, and Washington State Laws regarding E-Bikes.

MOTION CARRIED UNANIMOUSLY. 7-0

ORDINANCES

A. Ordinance No. 7015 (Krum)

An Ordinance relating to Downtown Urban Center Design Standards and Zoning Regulations amending Sections 18.02.070, 18.29.010, 18.29.020, 18.29.040, 18.29.050, 18.29.053, 18.29.055, 18.29.060, and 18.29.070, amending Section 18.29.057 and recodifying as 18.29.045, and creating new Sections 18.29.054 and 18.29.080 of the Auburn City Code

Councilmember Rakes moved and Councilmember Taylor seconded to approve Ordinance No. 7015.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 7016 (Krum)
An Ordinance relating to updates to the Citywide Design Standards, and amending Sections 18.31.200, 18.07.030 and 18.23.040 of the Auburn City Code

Councilmember Stirgus moved and Deputy Mayor Taylor seconded to approve Ordinance No. 7016.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Ordinance No. 7021 (Krum)
An Ordinance relating to Planning, expanding the Density Bonus Allowance to the RC, R-1, and R-2 Residential Zones, and amending Section 18.02.067 "Units Allowed Per Lot", of the Auburn City Code

Councilmember Rakes moved and Councilmember Taylor seconded to approve Ordinance No. 7021.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

- A. Resolution No. 5903 (Krum)
A Resolution approving the South King Housing and Homelessness Partners 2027 Work Plan and 2027 Operating Budget

Councilmember Taylor moved and Councilmember Amer seconded to adopt Resolution No. 5903.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5911 (Krueger)
A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the 4Culture relating to Project No. CP2414, Downtown Auburn Theater

Deputy Mayor Taylor moved and Councilmember Stirgus seconded to adopt Resolution No. 5911.

Council expressed appreciation for staff in procuring grant funds.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

- A. From the Council

Councilmembers provided reports on the events that they attended.

- B. From the Mayor

Mayor Backus provided a report on the events she attended.

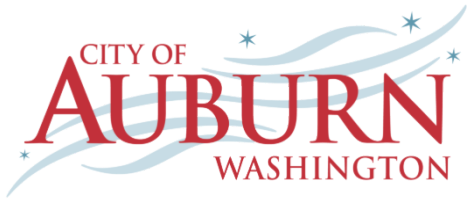
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:57 p.m.

APPROVED this 15th day of June 2026.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the May 26 and June 8, 2026, Study Session Meetings

Meeting Date:

June 15, 2026

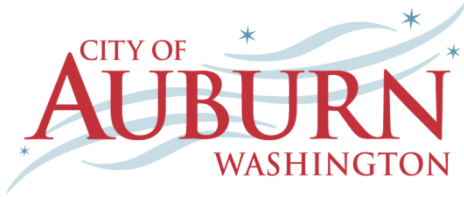
Department:

City Council

Attachments:

05-26-2026 Minutes, 06-08-2026
Minutes

Budget Impact:**Administrative Recommendation:****Background for Motion:****Background Summary:****Councilmember:****Staff:**



**City Council
Study Session
PW & CD Special Focus Area
May 26, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Lisa Stirgus, Brian Lott, Cheryl Rakes, and Clinton Taylor. Councilmember Kate Baldwin appeared virtually via Zoom at 7:00 p.m.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Right of Way Specialist Amber Olds, Planning Services Manager Alexandria Teague, Transportation Planner Veronica Bean, Senior Traffic Engineer James Webb, Transportation System Bryce Beason, Senior Planner Alyssa Tatro, Acting SKHHP Executive Director Dorsol Plants, and Deputy City Clerk Rebecca Wood-Pollock.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no Announcements, Reports, or Presentations.

PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

A. Comprehensive Safety Action Plan Update (Gaub) (20 Minutes)

Planner Bean provided Council with a presentation on the Comprehensive Safety Action Plan Update, including the Safety Plan history, proposed updates, a Killed or Seriously Injured ("KSI") Crash Data overview, maps of prioritized locations, performance monitoring and long term goals, 2024 safety report card, progress towards goal and vision, and a plan of action.

Council discussed e-bicycles, speed and school zone cameras, tracking statistics and averages, dataset timespan, and effective interventions.

B. 2027-2032 Transportation Improvement Program (Gaub) (20 Minutes)

Engineer Webb provided Council with a presentation on the 2027-2032 Transportation Improvement Program, including an overview of the program, the process for updating the program, projects to be removed and added, new projects, funding by project type and source, Transportation Benefit District overview and status, and the next steps in the process.

Council discussed community concerns and the Public Hearing scheduled for June 15, 2026.

C. 2025 State of Our Streets Report (SOS) (Gaub) (20 Minutes)

Engineer Beason provided Council with a presentation on the 2025 SOS Report, including an overview of the and the SOS Program, pavement condition index, treatment and timing, summary of 2025 street conditions, funding for the Local Street Program and Arterial/Collector Program, projects completed, future projects, and next steps.

Council discussed recent flooding impacts on streets and lifespan for grind and overlay.

D. Draft Ordinance No. 7018 for Lake Meridian Water District Franchise Agreement No. FRN25-0003 (Gaub) (5 Minutes)

An Ordinance granting to Lake Meridian Water District, a Washington Municipal Corporation, a franchise for Water Facilities

Specialist Olds provided Council with a presentation on Draft Ordinance 7018, including the Lake Meridian Franchise Agreement, and shared that a Public Hearing for the Ordinance is scheduled for June 1, 2026.

E. Ordinance No. 7015 (Krum) (25 Minutes)

An Ordinance relating to Downtown Urban Center Standards and Zoning Regulations Amending Sections 18.29.010, 18.29.020, 18.29.040, 18.29.050, 18.29.053, 18.29.054, 18.29.055, 18.29.057, 18.29.060, 18.29.070, 18.29.080, and 18.02.070 of the Auburn City Code

Planner Tatro provided Council with a presentation on Ordinance No. 7015, including an overview of the 2024 Auburn Downtown Subarea Plan update, goals for the update, procedural steps, public outreach, an overview of the changes, the Downtown Design Standards update, block-frontage standards for storefronts, applicability, departures, the text amendment, the Downtown Urban Center land use districts and zones, impact of changes, and the Auburn Planning Commission's recommendation.

F. Ordinance No. 7016 (Krum) (25 Minutes)

An Ordinance relating to updates to the Citywide Design Standards, and amending Sections 18.31.200, 18.07.030 and 18.23.040 of the Auburn City Code

Manager Teague provided Council with a presentation on Ordinance No. 7016, including an overview of the Citywide Design Standards update, procedural steps, purpose, a map of the RapidRide I Line bus stops, storefronts and block-frontages, transparency standards, other prominent design standards, parking, the Auburn City Code updates, and the Auburn Planning Commission's recommendation.

Council discussed builders' experience working with Auburn.

- G. Ordinance No. 7021 (Krum) (15 Minutes)
An Ordinance relating to Planning, expanding the Density Bonus Allowance to the RC, R-1, and R-2 Residential Zones, and amending Section 18.02.067 "Units Allowed Per Lot", of the Auburn City Code

Manager Teague provided Council with a presentation on Ordinance No. 7021, including an overview of the Residential Density Bonus Code Text Amendment, its purpose, effects, reasons, and the Auburn Planning Commission's recommendation.

- H. Resolution No. 5903 (Krum) (10 Minutes)
A Resolution approving the South King Housing and Homelessness Partners 2027 Work Plan and 2027 Operating Budget

Acting Director Plants provided Council with a presentation on Resolution No. 5903, including an overview of South King Housing and Homelessness Partners ("SKHHP"), the 2027 Work Plan and Budget Development process and timeline, goals, population numbers, operating budget, and operating contributions.

COUNCIL REPORTS

Deputy Mayor T. Taylor and Councilmember Stirgus provided reports.

EXECUTIVE SESSION

Deputy Mayor T. Taylor adjourned into an Executive Session per RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is or likely to become a party, when public knowledge regarding the discussion is likely to result in adverse legal or financial consequence to the agency for 20 minutes at 7:02 p.m. Councilmembers, Mayor Backus, City Attorney Whalen, and Director Gaub were required to attend. There was no action following the Executive Session.

Deputy Mayor T. Taylor extended the Executive Session for 15 minutes at 7:16 p.m.

Deputy Mayor T. Taylor reconvened the meeting at 7:31 p.m.

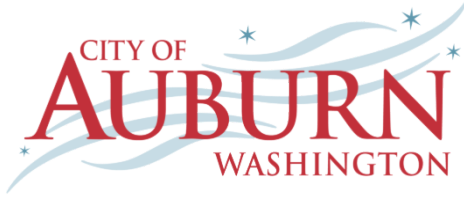
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:31 p.m.

APPROVED this 15th day of June, 2026.

TRACY TAYLOR, DEPUTY MAYOR

Rebecca Wood-Pollock, Deputy City Clerk



**City Council
Study Session
Municipal Services SFA
June 8, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Lisa Stirgus, Brian Lott, Cheryl Rakes, and Clinton Taylor. Councilmember Kate Baldwin was excused.

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Police Wellness Program Designer Angel Ogando, Emergency Manager Matthew Colpitts, Human Services Manager Jody Davison, and City Clerk Shawn Campbell.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

- A. Port of Seattle – Sustainable Sea Tac Airport Master Plan Near Term Projects (Gaub) (20 Minutes)

Dave Capland with the Port of Seattle provided Council with an overview of the Sustainable Sea Tac Airport Master Plan (SAMP) including a background of the growth of the airport facility, regional growth and forecasted growth at SEA Airport, an overview of the SAMP, project milestones, environmental review, SEPA process and overview, public comment period, outreach and engagement, and next steps in the project.

Council discussed the in-person public meetings, locations of public meetings, and roadway improvements.

MUNICIPAL SERVICES DISCUSSION ITEMS

A. Police Department Wellness Program Update (Caillier) (20 Minutes)

Councilmember Stirgus, Chair of the Municipal Services Special Focus Area, chaired this portion of the meeting.

Police Wellness Program Designer Ogando and Chief Caillier provided Council with an update on the Police Department Wellness Program, including average traumatic events in the average lifetime of a Law Enforcement (LE) Officer, average lifespan of an LE officer, the current Wellness Program, wellness grant awards, overview of the Peer Team, Fitness Coaches, Chaplains, Mental Health Professionals, Equity Engagement Liaison, Employee and Families services, the impact of the Wellness Program for officers, and the nonprofit that supports the Auburn LE community.

Council discussed officers volunteering, family support, proposed additions to the program, neighboring jurisdiction wellness programs, and officer engagement.

B. December 2025 Flooding After Action Review (Colpitts) (30 Minutes)

Manager Colpitts provided Council with the December 2025 Flooding After Action Review, including an overview of the 2025 Flooding event, the response from the City staff and partners, debriefing from the event, the Presidential Declaration for the event, disaster recovery assistance, key strengths from the event, learning opportunities from the event, staff recommendations, and what went well and did not go well overall. He also discussed the additional resources and support needed before another event.

Council discussed public perception of the event, current readiness, FEMA reimbursement, insurance coverage, flood mapping, collaboration amongst neighboring jurisdictions, and the recovery process with City Departments and the business community.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5894 (Davison) (20 Minutes)

A Resolution adopting the 2026 Community Development Block Grant Annual Action Plan for the Consolidated Plan Years 2025-2029

Acting Director Davison provided Council with an overview of Resolution No. 5894, including what the Annual Action Plan is, the difference between General Fund funding and CDBG Funds, the 2026 funding allotment, stakeholder

engagements, public input for the 2025-2029 Consolidated Plan, eligible projects, and proposed projects for 2026.

Council discussed increased numbers of elderly homeless in the shelter, grant funding, mental health concerns, long-term solutions, and the ability for continuing care.

COUNCIL REPORTS

Deputy Mayor Tracy Taylor, Councilmember Amer, and Councilmember Stirgus provided reports.

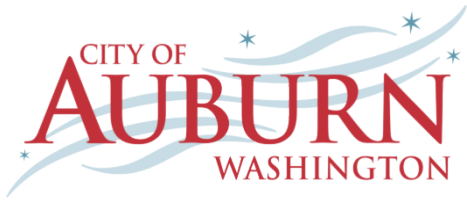
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:29 p.m.

APPROVED this 15th day of June, 2026.

TRACY TAYLOR, DEPUTY MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Setting the date for a Public Hearing for Astound Broadband, LLC Franchise June 15, 2026 Agreement (Gaub)

Meeting Date:**Department:**

Public Works

Attachments:

None

Budget Impact:**Administrative Recommendation:**

City Council set the date of the Public Hearing for Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC for a Wireline Telecommunications Franchise as July 6, 2026, at 7:00 pm.

Background for Motion:**Background Summary:**

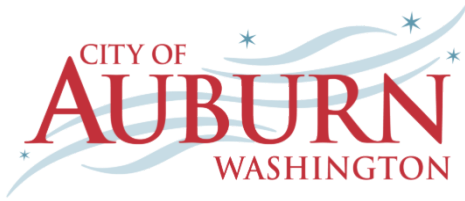
Section 20.04.040 of the Auburn City Code requires the City to hold a Public Hearing before granting or denying a Franchise Agreement. Staff requests that the City Council set the date of the Public Hearing for Franchise Agreement No. FRN24-0004 for Astound Broadband, LLC for a Wireline Telecommunications Franchise for July 6, 2026, at 7:00 pm.

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

Astound Broadband, LLC has applied for a new Franchise Agreement to continue to operate their existing fiber optic telecommunications facilities located in the public ways within the City limits as their current Franchise Agreement is in a month-to-month status. Astound provides telecommunications services that include telecommunications capacity and dark fiber, transmission of voice, data, or other electronic information, non-switched, dedicated and private line services, and high capacity fiber optic transmission services to firms, businesses and institutions. The proposed agreement is consistent with the City's standard Franchise Agreement language.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)
Payroll check numbers 539836 through 539842 in the amount of \$86,716.41, electronic deposit transmissions in the amount of \$3,309,486.34, for a grand total of \$3,396,202.75 for the period covering May 28, 2026, to June 15, 2026

Meeting Date:

June 15, 2026

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

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

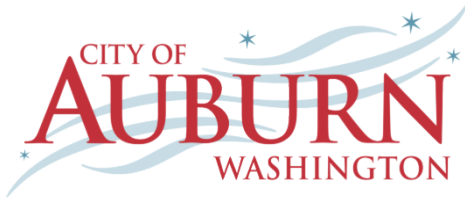
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539836 through 539842 in the amount of \$86,716.41, electronic deposit transmissions in the amount of \$3,309,486.34, for a grand total of \$3,396,202.75 for the period covering May 28, 2026, to June 15, 2026.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7018 (Gaub)
An Ordinance granting to Lake Meridian Water District, a Washington
Municipal Corporation, a Franchise for Water Facilities

Meeting Date:

June 15, 2026

(RECOMMENDED ACTION: Move to approve Ordinance No. 7018.)

Department:

Public Works

Attachments:

Ordinance No. 7018, Water
Service Area Map

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 7018.

Background for Motion:

This Ordinance would allow Lake Meridian Water District to continue to operate existing water facilities in the public ways within the Auburn City limits. Lake Meridian currently provides potable water service for human consumption or other domestic use, including residential, commercial and wholesale use and fire suppression purposes within the portion of Lake Meridian's water service boundary area that is within the Auburn City limits.

Background Summary:

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

Lake Meridian Water District has applied for a new Franchise Agreement to continue to operate their existing water facilities in the public ways within the Auburn City limits. The facilities currently provide potable water service for human consumption or other domestic use, including residential, commercial and wholesale use and fire suppression purposes within the portion of Lake Meridian's water service boundary area that is within the Auburn City limits.

The proposed agreement is consistent with the City's standard Franchise Agreement language. Any construction, maintenance, improvements, repairs, upgrades or expansion to Lake Meridian's facilities are managed through the City's permitting processes that are a requirement of the Franchise Agreement. The proposed agreement would be valid for a term of 20 years.

A staff presentation was given at the May 26, 2026, Study Session discussing draft Ordinance No. 7018. A Public Hearing to consider this application and hear public comment was held before the City

Council on June 1, 2026, in accordance with Auburn City Code 20.04.040.

Ordinance No. 7018 authorizes Franchise Agreement No. FRN25-0003 with Lake Meridian Water District subject to terms and conditions outlined in the Ordinance.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 7018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO LAKE MERIDIAN WATER DISTRICT, A WASHINGTON MUNICIPAL CORPORATION, A FRANCHISE FOR WATER FACILITIES

WHEREAS, The Lake Meridian Water District ("Franchisee") has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn ("City"), also referred to individually as "Party" or collectively as "Parties," expressly to install, construct, operate, maintain, repair, relocate, and remove its facilities in, on, over, under along, and/or across those public ways; and

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

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

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

Section 1. Definitions

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

- A. "ACC" means the Auburn City Code.
- B. "Fire Flow" means the measure of sustained flow of available water required for firefighting of a specific building or structure within a specific area at 20 pounds per square inch residual pressure and shall be corrected to the lowest gallonage available based on peak-period demands and seasonal demands.
- C. "Fire Hydrant" means a public fire hydrant situated and maintained to provide water for firefighting purposes. Public fire hydrants are without restriction

as to use for that purpose. The location of a fire hydrant is such that it is accessible for immediate use of the fire authority at all times.

D. "Force Majeure Event" means and shall include without limitation, war, civil disturbance; flood, earthquake or other Act of God; storm or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service; laws, regulations, rules, or orders of any governmental agency; a public health emergency as declared by the State of Washington or local County governing the Franchise Area; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors, or a third party; or any failure or delay in the performance by the other Party, or third party who is not an employee, agent, or contractor of the Party claiming a Force Majeure Event, in connection with this Franchise.

E. "Franchise" means this agreement approved by Ordinance No. 7018 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

F. "Franchise Area" means all public ways within the current city limits and within any future adjusted boundaries of the city limits and which are also within the Franchisee's service area boundary, where the Franchisee is otherwise permitted to provide Franchisee services, or as otherwise permitted pursuant to law. The effective date of any such changes in the City limits will be the effective date(s) of any future annexations.

G. "Franchisee Facilities" means water supply transmission and distribution mains, interties, pipes, Fire Hydrants, valves, water services and meters, water system communication and monitoring equipment, and all other appurtenances necessary or convenient for the purpose of providing water service, including any part thereof used or usable for the delivery of water for Fire Flow and fire suppression purposes, that are constructed, operated, owned, and maintained within the public ways that are located in the Franchise Area.

H. "Franchisee Services" means providing potable water service for human consumption or other domestic use, including residential, commercial, and wholesale use, and Fire Flow and fire suppression purposes. A water service extends from the public water main to and including the water meter and is owned and maintained by the Franchisee.

I. "Public Improvement" means any capital improvement, maintenance, or repair that is undertaken by or on behalf of the City and is funded by the City (either directly or indirectly with its own funds or with other public monies obtained by the City), including any capital improvement within the City's adopted Transportation Improvement Plan or Capital Facilities Plan.

Section 2. Grant of Right to Use Franchise Area

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

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

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

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

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

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

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

Section 3. Notice

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

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

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

Franchisee: Lake Meridian Water District
Attn: Brent Lewis
27224 144th Avenue SE
Kent , WA 98042
Telephone: 253 631-3770
Email Address: brent@lakemeridianwater.com

with a copy to: Lake Meridian Water District
Attn: Tyler Howard
27224 144th Avenue SE
Kent, WA 98042
Telephone: 253 631-3770
Email Address: tyler@lakemeridianwater.com

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

C. Any changes to the above-stated City information shall be sent to the Franchisee's General Manager at customerservice@lakemeridianwater.com, referencing the title of this Franchise.

D. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: 253-859-6870

Section 4. Term of Franchise

A. This Franchise shall run for a period of twenty (20) years, from the date of Franchise Acceptance as described in Section 5 of this Franchise.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either Party gives written notice at least one hundred and eighty (180) calendar days in advance of intent to cancel this Franchise. Franchisee shall be responsible for paying applicable fees for month-to-month Franchise status per the City Fee Schedule in effect at the time the Agreement goes into month-to-month status.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 15, and (3) payment of any outstanding application fees required in the City Fee Schedule. These three items will collectively be the "Franchise Acceptance." The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) calendar days after the effective date of the ordinance approving the Franchise as described in Section 26 of this Franchise, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

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

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

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

D. Franchisee's Facilities shall be constructed, installed, maintained, and repaired within the Franchise Area so as to provide safety of persons and property, and not interfere with the free passage of traffic, all in accordance with the laws of the State of Washington, and the ordinances, resolutions, rules, and regulations of the City.

E. If work performed under this Franchise by the Franchisee makes it necessary to turn off or diminish water pressure or potential Fire Flow to any Fire Hydrant, the Franchisee shall notify Valley Regional Fire Authority (VRFA) by telephone and by written notice, that water pressure or Fire Flow conditions have been affected. Except in the case of an emergency, the notice shall be provided at least forty-eight (48) hours prior to the water pressure or potential Fire Flow being suspended or diminished. If more than one Fire Hydrant will be affected, the Franchisee shall provide a map of the affected area to VRFA. Out-of-service Fire Hydrants must be identified as not operational by covering with a properly secured burlap or plastic bag. Fire Hydrants should be returned to full service as soon as reasonably possible or no longer than two (2) calendar days from the date service was suspended or diminished. The Franchisee shall notify VRFA when the Fire Hydrant(s) is/are returned to full service.

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

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

H. Franchisee shall request in writing to the City, a minimum of fifteen (15) calendar days in advance for permission to discharge Franchisee water supply to and into the City's storm water system while performing water system flushing and other Franchisee activities in the Franchise Area. The City will review the request to ensure the ability of the City storm system to handle the additional

water from the system flushing. The City may deny any request based on the needs of the City but will work with the Franchisee to coordinate a mutually agreed upon time to discharge water to the City storm system. Any approval by the City for the Franchisee to discharge water into the City storm system must be in writing. Any Franchisee water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system.

Section 7. Repair and Restorations

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

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

Section 8. Emergency Repair Work

A. In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity.

B. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee, in writing, as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

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

Section 10. Location Preference

A. Any structure, equipment, appurtenance, or tangible property of a utility or other franchisee, other than the Franchisee's, which was installed, constructed, completed or in place prior in time to Franchisee's application for a permit to construct or repair Franchisee's Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee's Facilities. However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11.

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

Section 11. Relocation of Franchisee Facilities

A. Whenever the City causes a Public Improvement to be constructed within the Franchise Area, and such Public Improvement requires the relocation of Franchisee Facilities within the Franchise Area (for purposes other than those described in Section 11.B below):

1. The City shall provide Franchisee with written notice requesting such relocation, along with review plans and/or other detailed document(s) for the Public Improvement that are sufficiently complete as determined by the City Engineer to allow for Franchisee's initial evaluation and coordination of the relocation. The City shall provide the Franchisee with the City's anticipated construction schedule and the date, either before or during the construction of the Public Improvement, the City requires the Franchisee to complete the relocation. If the Franchisee desires clarification, alternatives to relocation, or a relocation schedule that varies from that provided by the City, the Franchisee will provide written request to the City within fourteen (14) calendar days of receiving the relocation notice from the City and then Section 11.A.2 shall apply to the relocation, otherwise, the Franchisee agrees to conduct the relocation as required by the City and Section 11.A.2 shall not apply to the relocation.

2. Subject to the notice requirement of Section 11.A.1, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the project requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties will document the mutual agreement of these terms in writing. Except as approved otherwise in writing by the City, in no case shall the Franchisee's relocation be completed more than 180 calendar days after initial notification by the City.

3. Franchisee shall relocate such Franchisee Facilities within the Franchise Area, at no charge to the City and in accordance with the relocation schedule required by the City or otherwise mutually agreed upon by the Parties per Section 11.A.2.

B. Whenever (1) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of Franchisee Facilities within the Franchise Area to accommodate such development; or (2) the City requires the relocation of Franchisee Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any conditions or requirement imposed by the City on such person or entity pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, Franchisee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in connection with such relocation of Franchisee Facilities.

C. Subject to the terms of this Section 11 and consistent with Section 14 and to the maximum extent provided by applicable law, Franchisee shall reimburse the City for any costs, expenses, and/or damages incurred as a result

of (1) The Franchisee not providing the City accurate or sufficient location or other information regarding Franchise Facilities during design or construction of the Public Improvement, or (2) Franchisee's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by Franchisee's breach of its obligations under this Section 11 with respect to the relocation of Franchisee Facilities in accordance with the mutually established schedule for the relocation work.

D. Nothing in this Section 11 shall require Franchisee to bear any cost or expense in connection with the location or relocation of any Franchisee Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

E. In the event that a conflict with Franchise Facilities is discovered during construction of a Public Improvement, Section 11.A.2 shall apply except that in no case shall the Franchisee's relocation be completed more than 7 calendar days after the conflict discovery and notification by the City, except as agreed upon otherwise by the City. Additionally, any and all costs associated with the conflict shall be subject to Section 11.C.

Section 12. Abandonment and/or Removal of Franchisee Facilities

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

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

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

Section 13. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information requested by the City that the City determines is necessary to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned Franchisee Facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's database system, including the City's Geographic Information

System (GIS) database. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. Franchisee and the City will meet upon request from either Party, generally at 1-year intervals for the purpose of sharing known plans each Party may have that could affect the other Party's use and management of the Franchise Area.

C. The Parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City or Franchisee.

Section 14. Indemnification and Hold Harmless

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

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

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

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety, or similar duties within the City has the capability to provide trench, close trench,

or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14.A., the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable law. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the City or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such job site within the public way. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable law and the Franchise.

E. Indemnification for Relocation. Franchisee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs, or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Franchisee's negligence or willful misconduct contributing to Franchisee's failure to remove, adjust, or relocate any of its Franchisee Facilities in the public way in accordance with any relocation required by the City pursuant to this Franchise, provided that Franchisee will not be liable under this Section if Franchisee's failure to remove, adjust, or relocate any of its facilities is the result of a Force Majeure Event.

Section 15. Insurance

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

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

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

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, pollution liability, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within five (5) calendar days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) calendar days' written notice to the Franchisee to correct the breach, terminate the Franchise.

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

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (1) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure; (2) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (3) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (4) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

Pursuant to the authority in ACC 20.02.280.A, the City's Public Works Director has determined that the Franchisee shall not be required to provide the City with financial security for this Franchise.

Section 17. Successors and Assignees

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

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

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

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

Section 18. Dispute Resolution

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

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

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) calendar days of notification. If the City determines the breach cannot be cured within thirty (30) calendar days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work

within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured. The Parties agree that the actual damages to the City from Franchisee failing to cure are not easily calculated and agree that the liquidated damages amount are a reasonable forecast of just compensation.

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

C. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, Franchisee agrees to be responsible for any damages the City suffers as a result of Franchisee's failure (including, but not limited to: City staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Franchisee Facilities).

Section 20. Compliance with Laws and Regulations

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

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

of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

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

Section 21. License, Tax and Other Charges

A. The City reserves the right to impose, to the extent authorized by law, a utility tax on the Franchisee and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise.

B. The Franchisee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this Franchise.

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect, unless doing so will deny a party valuable consideration.

Section 24. Titles

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

Section 25. Implementation

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

Section 26. Effective Date

This Ordinance will take effect and be in force five (5) calendar days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

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

Franchisee Name: Lake Meridian Water District

Address: _____

City, State, Zip: _____

By: _____
Signature

Date: _____

Name: _____
Print

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

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

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

Signature

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

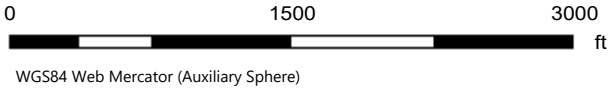
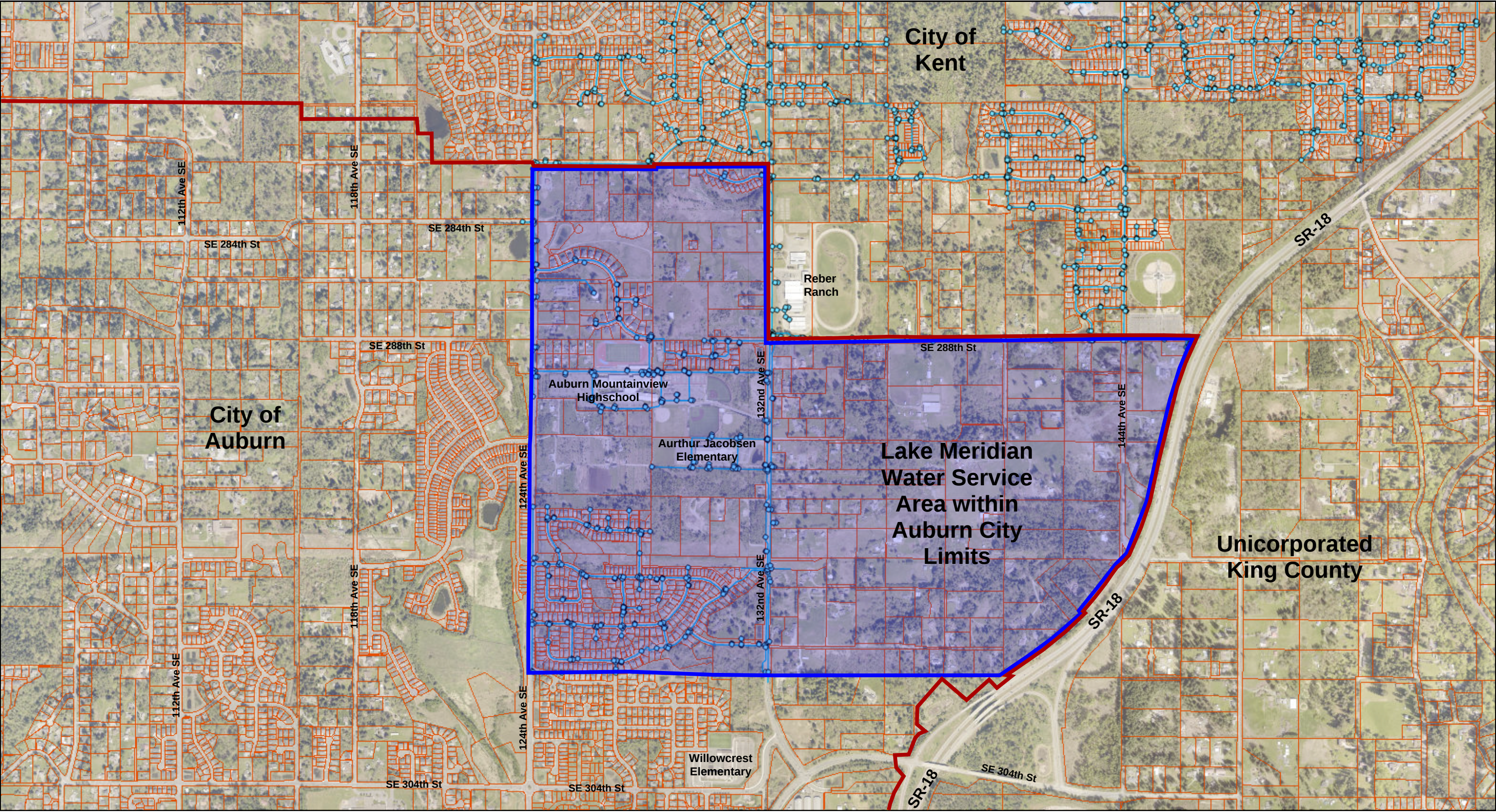
MY COMMISSION EXPIRES: _____

Lake Meridian Water District - Water Service Area

Auburn City Limits

Lake Meridian Water Service Area
Lake Meridian Water District Facilities

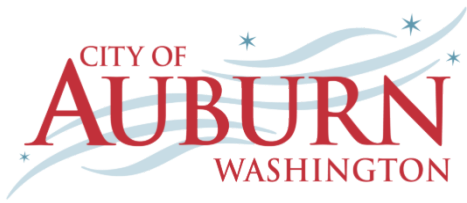
Printed On: 4/6/2026
Map created by City of Auburn eGIS



1: 18056



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. 5894 (Davison)
A Resolution adopting the 2026 Community Development Block Grant
Annual Action Plan for the Consolidated Plan Years 2025-2029

Meeting Date:

June 15, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5894.)

Department:

Human Services

Attachments:

Resolution No. 5894, Resolution
No. 5894 Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5894.

Background for Motion:

Resolution No. 5894 would authorize the Mayor, or designee, to submit the plan to the U.S. Department of Housing and Urban Development (HUD), and execute all administrative procedures and agreements to carry out directions of the legislation.

Background Summary:

Every year, the City of Auburn is required to submit an Annual Action Plan to the Department of Housing and Urban Development (HUD) to guide the investment of Community Development Block Grant (CDBG) funds for the following program year.

The 2026 Annual Action Plan is guided by the priorities and goals established in the 2025 – 2029 Consolidated Plan adopted by City Council. The Action Plan outlines the specific programs and activities to be undertaken for the program year and the amount of funds that will be awarded to those projects. The program year for the City of Auburn begins January 1 and ends December 31 with the funding portion commencing on or about September 1, 2026.

A 30-day public comment period began on February 9, 2026, with publication in The Seattle Times. A Public Hearing to consider this Plan and hear public comment was held before the Human Services Committee on February 23, 2026, in accordance with Auburn's Citizen Participation Plan.

Resolution No. 5894, if adopted by City Council, adopts the 2026 Annual Action Plan, and authorizes the Mayor to implement such administrative procedures as may be necessary to carry out directions of the legislation.

Councilmember: Clinton Taylor

Staff: Jody Davison

RESOLUTION NO. 5894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING THE 2026 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE CONSOLIDATED PLAN YEARS 2025-2029

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

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

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

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

WHEREAS, the City Council of the City of Auburn heard and considered public comment about its proposed 2026 Action Plan.

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

Section 1. Pursuant to the provisions of 24 CFR 91, the City hereby adopts the 2026 Action Plan for the Consolidated Plan for Years 2025-2029, attached as Exhibit A.

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

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

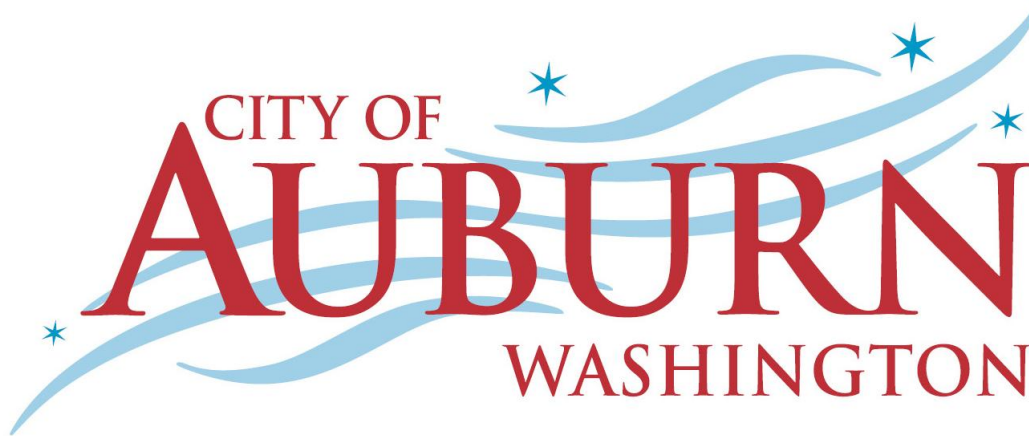
ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Resolution No. 5894 - EXHIBIT A



City of Auburn Program Year 2026 Annual Action Plan

**Prepared for:
U.S. Department of Housing and Urban
Development (HUD)**

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

Introduction

The City of Auburn is a Community Development Block Grant (CDBG) entitlement city and receives funding each year from the U.S. Department of Housing and Urban Development (HUD), managing and staffing its own programs. Each year the City executes specific actions to implement the goals and strategies of the 2025-2029 Consolidated Plan. Actions that will be undertaken in 2026 are outlined in this Annual Action Plan. The City of Auburn anticipates the receipt of approximately **\$554,950** in Community Development Block Grant (CDBG) funds. In addition to CDBG funds, the City is planning to allocate approximately **\$4M** of City's General Funds toward addressing homelessness, affordable housing and economic development activities.

The City's Human Services program oversees and is responsible for providing and managing financial resources to approximately 20 non-profit agencies that serve the Auburn community, overseeing the City's Community Resource Center, working with the Auburn Food Bank, Ray of Hope Shelter and the City's street outreach team. Through these efforts the Department develops and maintains collaborative relationships with community partners to strengthen the response to residents in need.

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

Summarize the objectives and outcomes identified in the Plan

This action plan allocates approximately **\$554,950** dollars in anticipated 2026 funds, to support the Community Development Block Grant program, with the overall goal of reducing the number of people living in poverty within the City of Auburn, the following objectives and outcomes will be employed:

- a) Preserving Affordable Housing:** The City of Auburn will engage in housing activities, collaborations, and partnerships to enhance opportunities for (1) the creation and preservation of affordable housing, or (2) programs that help low-income households to achieve homeownership, or (3) prevents currently housed individuals from entering homelessness, or (4) transitions individuals experiencing homeless into stable housing. The City will plan for, and support housing strategies and initiatives designed to increase access to housing and housing programs.
- b) Addressing Homelessness:** The City of Auburn will support activities that work toward the following outcomes: (1) reduce the number of households becoming homeless; (2) reduce the length of time that households are homeless; (3) increase the rate of exits to permanent housing; and (4) reduce the number of households that re-enter the homeless system after exit to permanent housing.

- c) **Establish and maintain suitable living environments** – create a healthy, integrated, and vibrant community by improving the well-being and mobility of low- and moderate-income residents.

In addition, the 2026 Annual Action Plan provides for planning and administration of the CDBG program in order to meet community needs and HUD requirements.

Summary of Citizen Participation Process and consultation process

Citizen participation plays a crucial role in the development of the Annual Action Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact.

As part of the Plan development, the City of Auburn solicited input on community needs, priorities, and potential strategies. Public input was gathered using a variety of public engagement strategies, including public meetings, written comments, online surveys, and information sharing on webpages.

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

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

Summary

Nothing Additional

Evaluation of past performance

In 2025, the City utilized its CDBG funds to support program and services that advanced the objectives of the program. A full and comprehensive report can be found in the 2025 CAPER that is available on the City website at www.auburnwa.gov or at www.Speakupauburn.org.

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

Agency/entity responsible for preparing/administering the Consolidated Plan

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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

Agency Role	Name	Department/Agency
Lead Agency	Auburn	Human Services Department
CDBG Administrator	Auburn	Human Services Department
HOME Administrator	King County	Department of Community and Human Services
ESG Administrator	King County	Department of Community and Human Services

Table 1 – Responsible Agencies

Narrative

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

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

Annual Action Plan Public Contact Information

Human Services Manager
Jody Davison
25 West Main Street
Auburn, WA 98001
jdavison@auburnwa.gov

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

Introduction

This section describes the community consultation process followed by the City of Auburn in developing the 2026 Annual Action Plan and the coordination with other local governments, the Continuum of Care, service agencies, and community stakeholders. The City of Auburn consulted with multiple public and private agencies as well as community members during the development of the 2026 Annual Action Plan.

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

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

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

The City of Auburn participates in a variety of regional efforts designed to collaborate and address housing and homelessness in King County. This includes participating in the King and Pierce County Opioid Abatement Councils, South King Housing and Homelessness Partners (SKHHP), the King County Affordable Housing Committee (AHC), the Human Service Joint Planners Forum, South King County Mobility Management, the Auburn Roundtable, and South King County Regional Homelessness Committee. Additionally, the City of Auburn elected officials (Mayor and City Council) hold board positions on SKHHP as well as the King County Regional Homelessness Authority and the Affordable Housing Committee. These regular commitments result in numerous monthly convenings of policy makers and technical experts who are continuously working together to solve problems, share examples of success and pool resources.

The City also regularly participates in meetings with staff from King County Department of Community and Human Services, Public Health King County, the Housing Development Consortium, Valley Cities, the Multi-Service Center, and the King County Housing Authority to review program progress and delivery of services funded through regional efforts. This regional collaboration work is supported by the South King Housing and Homelessness Partnership, which Auburn and other South King County Cities contribute to build additional capacity to address issues related to housing and homelessness in the South King County region.

The above-described ongoing commitments to regional participation ensures that the City of Auburn is aware of emerging issues, priorities, strategies, legislation, and funding opportunities as they evolve in real time. These commitments to participation occur within the period of time that the Plan is developed as well as the intervening years of implementation of the strategic plan.

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

In 2019 the City of Auburn entered an interlocal agreement with 9 other South King County cities as well as King County itself called South King County Housing and Homelessness Partners (SKHHP). SKHHP's main purpose is to pool resources to address housing and homelessness issues in South King County. Each member pays into SKHHP which provides an operating budget that fund SKHHP staff and their program needs. Additionally, most members, including Auburn, have made a commitment to direct a portion of annual sales tax revenues to SKHHP to help build a capital fund that can be directed into acquisition and preservation of affordable housing. The Mayor of Auburn serves as the Chair of the Executive Board, the City of Auburn serves as SKHHP administering agency (SKHHP staff are Auburn employees), and Auburn staff serve on the SKHHP technical advisory group.

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

In 2023, this work continued, and Auburn remained a partner in the work of the KCRHA. Auburn's mayor currently sits on the Governance Board of the Regional Homelessness Authority, and staff participate in bi-weekly meetings with KCRHA to collaborate and inform the work they are overseeing, particularly regarding subregional planning.

In 2025 the City of Auburn acquired property and a building on Auburn Way North, for the purposes of providing a day shelter, overnight shelter, food bank, community court and human service hub. Operations of the Auburn Consolidated Resource Center is fully funded by the City of Auburn using 100% local funds.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

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

The City of Auburn partners with King County who agreed via an ILA that it is mutually desirable and beneficial to enter a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, for purposes of the ESG and to cooperate in undertaking ESG activities. The County and the City are committed to targeting ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries.

As part of the ILA, staff attend (and in alternating years maintain a voting seat) on the Joint Recommendations Committee. The JRC has the responsibility to review and recommend to the King County Executive all policy matters concerning the ESG program. McKinney-Vento funding for the ESG is allocated through a competitive process and administered by King County. They also review and recommend to the King County Executive the projects and programs to be undertaken with ESG funds. They monitor and ensure that all geographic areas and participating jurisdictions benefit from ESG programs funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives, and strategies of the Consolidated Plan. Additionally, they monitor to ensure that equity in distribution of funds is pursuant to proportion of the region's low to moderate-income population and that equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC.

The Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) revised the Emergency Shelter Grants Program and renamed it the Emergency Solutions Grants (ESG) Program. The new name reflects the change in the program's focus from addressing the needs of homeless people in emergency shelters to assisting people to quickly regain stability in permanent housing after experiencing homelessness and/or a housing crisis.

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

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	King County
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment / Homelessness Strategy / Homeless Needs - Chronically homeless / Homeless Needs - Families with children Homelessness Needs – Veterans / Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs / Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a member of the King County Housing Consortium for the purpose of HOME funds, Auburn works closely with King County in the development of the City's and the County's Consolidated Plan, Because the two entities have a cardinal role in each other's program delivery there is active participation from both parties in the development of the plan, Staff from King County and Auburn met regularly prior to and during the development of the plan, and Auburn rotates as a regular voting member of the County's Joint Recommendations Committee.

2	Agency/Group/Organization	Seattle-King County Coalition on Homelessness
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment / Lead-based Pain Strategy Homelessness Needs - Chronically homeless /Homelessness Needs - Families with children Homelessness Needs – Veterans / Homelessness Needs - Unaccompanied youth Homelessness Strategy / Non-Homeless Special Needs Market Analysis / Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As members of the Urban County Consortium, Auburn and Kent staff worked closely together during the development of the Consolidated Plan. Staff from both cities attend monthly meetings to discuss human services and housing trends, needs, and progress on ongoing initiatives.

3	Agency/Group/Organization	City of Kent
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment / Lead-based Paint Strategy / Homelessness Strategy / Homeless Needs - Chronically homeless / Homeless Needs - Families with children / Homelessness Needs – Veterans / Homelessness Needs - Unaccompanied youth / Non-Homeless Special Needs / Market Analysis / Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As members of the Urban County Consortium, Auburn and Kent staff worked closely together during the development of the Consolidated Plan. Staff from both cities attend monthly meetings to discuss human services and housing trends, needs, and progress on ongoing initiatives.

4	Agency/Group/Organization	South King Housing and Homelessness Partners
	Agency/Group/Organization Type	Other government – Local / Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment / Public Housing Needs Homelessness Needs - Chronically homeless / Homelessness Needs - Families with children / Homelessness Needs – Veterans / Homelessness Needs - Unaccompanied youth / Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	South King Housing and Homelessness Partners (SKHHP) is a coalition formed by an interlocal agreement between the jurisdictions of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, Tukwila, and King County. The agreement allows South King County jurisdictions to work together and share resources to effectively address affordable housing and homelessness. This collaborative model is based on similar approaches used in Snohomish County, East King County, and other areas of the country. The purpose of the coalition is to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock.

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

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

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

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

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

Table 3 - Other local / regional / federal planning efforts

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

Summary of citizen participation process/Efforts made to broaden citizen participation and how it impacts goal setting

Citizen participation plays a crucial role in development of the City's Consolidated Plan. The goals are to hear the community's feedback and recommendations on how CDBG funds should be invested and how services can coordinate to achieve the greatest impact.

As part of the Annual Action Plan development, the City of Auburn solicited input on community needs, priorities, and potential strategies. Public input was gathered utilizing a variety of public engagement strategies, including public meetings, written comments, online surveys and information sharing on several webpages as well as engagement at community events.

The City's effort to reduce barriers to input included the creation and access to an online survey on a website that allowed the user to click a drop-down menu and self-select translation into more than 200 languages and by making interpretation services available during the public meeting and stakeholder interviews and focus groups and provided the opportunity for citizens to provide feedback through written surveys, public comment and through surveys.

Citizen Participation Outreach

Sort Order	Reach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted	URL (If applicable)
1	Online Survey	General Public, Stakeholders, Elected leaders and residents of the City of Auburn	From February 9th, 2026 to March 11th, 2026 City conducted an online survey to seek input into spending priorities from the residents of Auburn	None Received	N/A	2026 Annual Action Plan Survey Speak Up Auburn
2	Public Notice / Newspaper Ad	Non-targeted (30 Day Comment Period)	Seattle Times Publication February 9 th , 2026 to March 10, 2026, (30-day comment period)	None Received	N/A	
3	Online Content	Non-targeted	Speak up Auburn Content has been posted since February 9, 2026	None Received		Community Development Block Grant (CDBG) Speak Up Auburn

Sort Order	Reach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted	URL (If applicable)
4	Public Meeting (Human Services Committee)	Human Services Committee and General Public.	On February 23, 2026 , the Auburn Human Services Committee held a public hearing for the purpose of introducing the process and schedule for updating the Annual Action Plan and to receive comments from the public regarding goals and objectives.	No public comments received	N/A	N/A
5	Public Meeting City Council	City Council and General Public	On June 8th, 2026 the City Council will review the proposal for the 2026 projects On June 15th, 2026 the City Council will hold a public council meeting to review and/or ratify the opposed plan			

Table 4 – Citizen Participation Outreach

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

Introduction and Anticipated Resources

The City of Auburn anticipates funding for the duration of the Consolidated Plan from CDBG and City of Auburn General Fund Allocation for Human Services.

Anticipated Resources¹

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Remainder of Con Plan	Narrative Description
			Annual Allocation: \$	Program Income:	Prior Year Resources:	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Facility Improvements Public Services	Approximately \$554,950/yr.	0	Approximately\$ 625,070.38	Approximately \$1,180,020	Approximately \$2,219,800	Funds to be directed into programs, initiatives, services, partnerships and other efforts that support the Auburn Resource Center, provide needed services to those experiencing homelessness, to provide needed services to those who are at risk of experiencing homelessness through the Auburn Resource Center public facility improvements, and/or to provide service and support to those who are exiting homelessness including homeless encampment cleanups. Estimated Number of individuals who will benefit from these proposed activities: 8,900

¹ Based on expenditures from 2024

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
General Fund	Public-local	Public Services	Approximately \$600,000	0	0	Approximately \$600,000	Approximately \$2,400,000	The City provides general fund grants annually to agencies and organizations that deliver services in support of low- and moderate-income persons and households, those with special needs and persons experiencing homelessness.
General fund	Public-local & Federal	Public Services City Funded Programs & Initiatives	Approximately \$150,000	0	0	Approximately \$150,000	Approximately \$300,000	Anticipated use of existing ARPA & Opioid Settlement funds

Table 5 - Expected Resources – Priority Table

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

The City of Auburn relies on CDBG funds to support activities in efforts to support low- to moderate-income populations in the community primarily in the areas of affordable housing and homelessness. However, CDBG funds are not the only source of funds the City uses to support public services and community projects and activities. The City's general funds, opioid funds and ARPA funds to support public services in addition to CDBG funds. CDBG funds do not require matching funds.

Historically, federal funds have been used to create and maintain a Housing Home Repair program that has typically served between 60 and 70 low-income households per year. This program provides needed repairs to restore such basic needs as hot and/or running water and heat as well as fixing leaky roofs, installing ADA ramps and bathroom fixtures, and replacing broken windows and doors. It is important to emphasize that this program would likely have never been launched had it not been for federal funding support. This highly successful program has expanded over the years and has led to additional local funding support to ensure that the City is able to support more repairs and serve more vulnerable households. The City is now ready to embark upon an effort to make this program fully funded by local dollars and to now use federal funds to help support other community needs. The City is hopeful to use federal funds to seed another successful program that will serve low-income households or those who are experiencing homelessness.

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

CDBG funds do not require matching funds.

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

N/A

Discussion

The City engaged in investing \$6 million dollars and bought a commercial property that it has been leasing for the last 5 years. This property houses the City operated day and night shelter, food bank, community court, resource hub, and non-profit tenants that provide various types of services. The City intends to further build out this property to provide additional community services that target low-income populations.

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

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2025	2029	Non-Housing community development	City of Auburn	Affordable Housing Reducing Homelessness	CDBG: \$0.00 General Funds: \$600,000	Public Service Activities for low/moderate income clientele (it is anticipated that 21,526 low to moderate income persons will benefit from investment in public service activities). Apx. 7,000 households

2	Addressing Homelessness	2025	2029	Homelessness	City of Auburn	Addressing Homelessness	CDBG: Approximately \$293,960 City Funding: Approximately \$3,000,000 Public Facility or Infrastructure improvements for Low/Moderate income individuals: Interruptions resulting in a loss of housing that would lead to homelessness, migrate a person from shelter into stable housing through access to the Auburn Resource Center (200 persons/yr or 1000 for consolidated plan length), Facility update to the ARC (312/yr - 1,560 persons for con plan length – 312/yr families) Homeless Person Overnight Shelter: shelter services through city funded programs (300 persons/yr or 3600 for consolidated plan length) Homeless Encampment Cleanup and Outreach Response: Encampment response activities are intended to mitigate immediate threats to public health and safety while ensuring that displaced individuals are offered service connections prior to site remediation. Cleanup activities will comply with all applicable environmental review requirements under 24 CFR Part 58. (60 individuals)
3	Community & Economic Development	2025	2029	Non-Homeless Special Needs Non-Housing Community Development	City of Auburn	Community & Economic Development	CDBG: Approximately \$150,000 ADA Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons
4	Planning and Administration	2025	2029	Administration	N/A		CDBG: Approximately \$110,989 Program Administration Costs

AP-35 Projects - 91.420, 91.220(d)

Introduction

Auburn's Annual Action Plan provides descriptions of proposals of how funds will be prioritized to achieve goals identified in the Consolidated Plan. Projects funded by the City will address the priority needs of aiding to prevent homelessness, ensure affordable housing and a suitable living environment.

#	Project Name
1	Addressing Homelessness (Public Facility Improvements / Shelter Expansion / Encampment Cleanup
2	Planning and Administration

Table 6 – Project Information

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

The allocations proposed are based on the assessment of Auburn's needs, the resources available in the region, the availability of other funds also focusing on needs, and the purpose of Consolidated Plan funds.

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

- Fill gaps in human services primarily, homeless prevention, intervention and affordable housing accessibility and stabilization.
- Increase funding for community development projects and activities including housing, community facilities and economic development.
- Funding for rehabilitation for the Auburn Resource Center
- In the event a public service provider or sub-recipient organization withdraws from the CDBG program, or the City determines the organization cannot meet federal compliance obligations, the City will allocate funds to one or more of the other public service activities. City of Auburn public service activities may address the following needs: services for the unhoused, healthcare, rent and utility assistance, legal services, food assistance, and counseling services. This list is not exhaustive and may expand to meet community needs.

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

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

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

AP-38 Projects - 91.420, 91.220(d)

Introduction

1		Addressing Homelessness
	Project Name	Addressing Homelessness
	Target Area	City of Auburn
	Goal Supported	Addressing Homelessness, Affordable Housing
	Needs Addressed	Homelessness
	Funding (CDBG)	\$293,960
	Description	The City of Auburn will support activities that work toward the following outcomes: 1} reduce the number of households becoming homeless; 2} reduce the length of time that households are homeless; 3} increase the rate of exits to permanent housing; and 4} reduce the number of households that re-enter the homeless system after exit to permanent housing; and 5} The City of Auburn will utilize Community Development Block Grant (CDBG) funds to support coordinated response efforts addressing homeless encampments located on public property within the city limits. Activities will include removal of debris, hazardous materials, biohazards, and refuse; restoration of impacted public areas; and coordination with outreach providers to connect unsheltered individuals with shelter, housing navigation, behavioral health services, and other supportive services as well as Encampment response activities are intended to mitigate immediate threats to public health and safety while ensuring that displaced individuals are offered service connections prior to site remediation. Cleanup activities will comply with all applicable environmental review requirements under 24 CFR Part 58.
	Target Date	12/31/2027
	Estimated number/type of families that will benefit	8,900 low-income individuals from various demographics
	Location Detail	Auburn Resource Center 2806-2814 Auburn Way North, Auburn WA and City-Wide Encampment Cleanup
	Planned Activities	(1) Night Shelter Expansion (2) Public Infrastructure Improvements to the Auburn Resource Center (3) Encampment Cleanup (City Wide)

2		Community & Economic Development
	Project:	Affordable Housing Support
	Target Area	City of Auburn
	Goal Supported	Community & Economic Development
	Needs Addressed	Ensure a Suitable Living Environment
	Funding (CDBG)	\$150,000
	Description	Provide ADA improvements in low- to moderate-income areas of the city improving accessibility, safety and community connectedness
	Target Date:	4/1/2028
	Estimated Number and type of families that will benefit from the proposed activities	500 low to moderate income Auburn residents will benefit from the ADA improvements
	Location	Locations in the City are: 910 9 th Street, Auburn, WA / 1020 Deal's Way, Auburn WA / 405 E. St. NE, Auburn, WA
	Planned Activities	Installation of ADA compliant doors in qualifying public buildings.

3		Program Administration
	Project:	Administration
	Target Area	City of Auburn
	Goal Supported	All
	Needs Addressed	Planning and Administration
	Funding (CDBG)	\$110,989
	Description	General Planning and Administration
	Target Date:	4/1/2028
	Estimated Number and type of families that will benefit from the proposed activities	N/A

	Location	N/A
	Planned Activities	General planning and administration of the CDBG programs include management of the other activities, management of finances and reporting. Monitoring and guidance with program implementation.

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

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

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

Geographic Distribution

Target Area	Percentage of Funds
City of Auburn	100%

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

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

Discussion

None

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

Introduction

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

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

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

Auburn's Housing Action Plan focuses on encouraging construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a

greater variety of incomes, including strategies aimed at the for-profit single-family home market.

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

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

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

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

In 2022, the City of Auburn funded Public Services utilizing CDBG funds, consistent with the findings and goals of the City's adopted Analysis of Impediments. The City also continues to support proactive landlord and tenant education through outreach and web-based resource supports.

The City of Auburn has already enacted the following regulations:

- 1. Low-income multifamily tax exemption program
- 2. Fee reductions and waivers for low-income housing
- 3. Construction sales tax rebate for low-income housing
- 4. Adopted the national healthy housing standards
- 5. Adopted a just cause eviction ordinance
- 6. Implemented a rental housing licensing program to identify all Auburn rental units and obtain a certain life safety inspection

Discussion

NA

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

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

Actions planned to foster and maintain affordable housing

The City will continue to maintain the affordability of decent housing for low-income Auburn residents by fully funding the City's Housing Repair Program with local funds. The program provides emergency repairs necessary to maintain safe housing for at least 60 Auburn homeowners per year, many of whom are senior citizens and/or are experiencing barriers to safely accessing their homes due to physical disabilities.

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

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

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

Actions planned to reduce lead-based paint hazards

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

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

Actions planned to reduce the number of poverty-level families

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

- Participate and partner with coalitions, committees and agencies that provide antipoverty services to develop and enhance strategies and efforts to reduce poverty level families
- Supporting the development and sustainability of affordable multi-family housing in Auburn
- In addition, the city will continue to support and fund programs serving families living in poverty through a competitive human services funding process.

Actions planned to develop institutional structure

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

- Maintaining partnerships with and participating in the South King County Housing and Homelessness Partnership, All Home of King County and other regional human service providers, coalitions and committees who address homeless issues. The City will also continue to work collaboratively with partnering organizations and groups to integrate and enhance services to provide optimal services to individuals and families currently experiencing or at risk of homelessness. In addition, the City plans to allocate \$250,000 to emergency shelters and homelessness intervention services, and more than \$60,000 to emergency services such as food, financial assistance, clothing and healthcare.
- Take a comprehensive approach to consolidated and comprehensive planning to include all internal City departments, commissions, committees and task forces.

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

The City of Auburn has heavily contributed and intends to continue cultivating relationships between public and private housing and social service agencies. In addition, the City will continue

to participate in collaborations with the South King County Forum on Homelessness, the South King County Council of Human Services, Seattle-King County Housing Development Consortium and the King County Joint Planners Meeting.

In 2016 the City of Auburn started participating in Affordable Housing Week through the Housing Development Consortium along with other public and private housing agencies in King County to continue our partnerships in providing affordable housing in the region. The City will continue its participation in this annual event and look for other similar opportunities to build partnerships to support the preservation and enhanced affordability of housing in our community.

Discussion

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

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

Introduction

The City of Auburn does not anticipate receiving any program income during the 2025 Annual Action Plan year.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

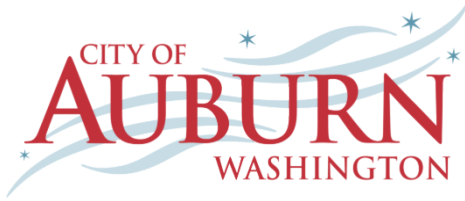
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3	The amount of surplus funds from urban renewal settlements	\$0
4	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5	The amount of income from float-funded activities	\$0
6	Total Program Income	\$0

Discussion

N/A

Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5909 (Gaub)
A Resolution approving and adopting the 2027-2032 Transportation Improvement Program of the City of Auburn

Meeting Date:

June 15, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5909.)

Department:

Public Works

Attachments:

Resolution No. 5909, 2027-2032
TIP

Budget Impact:**Administrative Recommendation:**

City Council adopt Resolution No. 5909.

Background for Motion:

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

Background Summary:

The Transportation Improvement Program (TIP) is a multi-year planning tool and document for the development of transportation facilities within the City and does not represent a financial commitment by the City. Once the TIP is approved, projects are budgeted and funded through the City's biennial budget. The TIP sets priorities for the allocation of secured and unsecured funding and is a prerequisite of most grant programs. Staff also use the TIP to coordinate future transportation projects with needed utility improvements. Resolution No. 5680, adopted in 2022, established that Transportation Benefit District (TBD) funded projects will be identified in the TIP and that the TIP will serve as the City's financial plan for TBD funded projects.

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

A summary of the proposed changes was presented at City Council Study Session on May 26, 2026. Resolution No. 5909 authorizes the adoption of the 2027-2032 Transportation Improvement Program.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5909

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND ADOPTING THE 2027-2032 TRANSPORTATION IMPROVEMENT PROGRAM OF THE CITY OF AUBURN

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

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

WHEREAS, pursuant to the requirements of State law, a Public Hearing to review the 2027-2032 Transportation Improvement Program for the City of Auburn was held on June 15, 2026, at 7:00 p.m. at the Auburn City Council meeting held both in the Auburn City Hall Council Chambers and virtually, pursuant to notice published in the legal newspaper of the City of Auburn on June 4, 2026.

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

Section 1. The 2027-2032 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 2027-2032 Transportation Improvement Program with the Washington State Department of Transportation.

Section 3. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 4. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

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

Dated and Signed: _____

CITY OF AUBURN

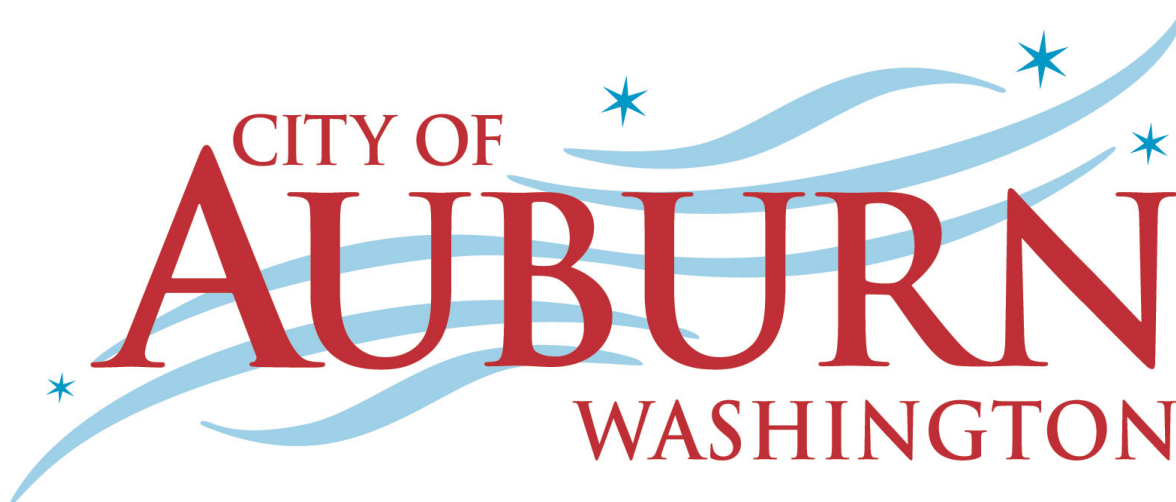
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney



Transportation Improvement Program

2027-2032

**Proposed for Adoption by Auburn City Council
June 15, 2026**

**City of Auburn
25 West Main Street
Auburn, WA 98001
(253)-931-3010
www.auburnwa.gov**

Placeholder for Resolution

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Introduction

Purpose

The TIP is a 6-year planning tool for the development of transportation facilities within the City and sets priorities for the allocation of funds. State law requires the City to prepare and adopt the TIP and it is a prerequisite of most grant programs. The City also uses the TIP to coordinate future transportation projects with needed City utility improvements.

Statutory Requirements

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

Projects of Regional Significance - RCW 35.77.010 also requires each city to specifically identify those projects and programs of regional significance for inclusion in the transportation improvement program for that region. The 2027-2032 TIP includes two projects of regional significance:

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

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

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

Methodology

Transportation needs are identified by examining current levels of service, safety and crash history, growth trends, traffic studies and the City's adopted CTP. The likelihood of receiving federal or state grants for various improvements, community interests and values are also considered. All these factors yield a prioritized list of transportation improvements.

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

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

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

An interactive map of the projects included in the TIP is available on the City's website:

<https://tinyurl.com/TIP-Map>

Projects & Financing Plan Summary

General Revenues Forecast		
Fund Balance	\$5,642,189	
1.0% Utility Tax	\$12,591,000	
1.5% City Utility Tax	\$14,941,000	
School Zone Photo Enforcement	\$4,230,000	
Utility Fund Transfer In	\$900,000	
Investment and Interest Income	\$1,265,100	
Motor Vehicle Fuel Tax (MVFT)	\$3,858,000	
Subtotal General Transportation Funds	\$43,427,289	
TIP Expenditures	\$36,292,447	
General Revenues (Revenues - Expenditures)	\$7,134,842	

Traffic Mitigation		
Traffic Mitigation Fees Collected	\$0	
TIP Expenditures	\$0	
Traffic Mitigation (Revenues - Expenditures)	\$0	

Transportation Benefit District (TBD)		
Fund Balance	\$3,982,579	
0.1% Sales Tax	\$13,393,500	
\$20 Car Tabs	\$0	
Other Revenue Option 1	\$0	
Interest Earnings	\$772,900	
Subtotal Transportation Benefit District Funds	\$18,148,979	
TIP Expenditures	\$16,162,323	
TBD (Revenues - Expenditures)	\$1,986,656	

Other Revenues		
Development	\$1,807,500	
Agency Partnerships	\$0	
Sidewalk Repair Fees	\$600,000	
Fee-In-Lieu	\$0	
Public Works Trust Fund Loan	\$0	
Subtotal Other Funds	\$2,407,500	
TIP Expenditures	\$2,407,500	
Other Revenues (Revenues - Expenditures)	\$0	

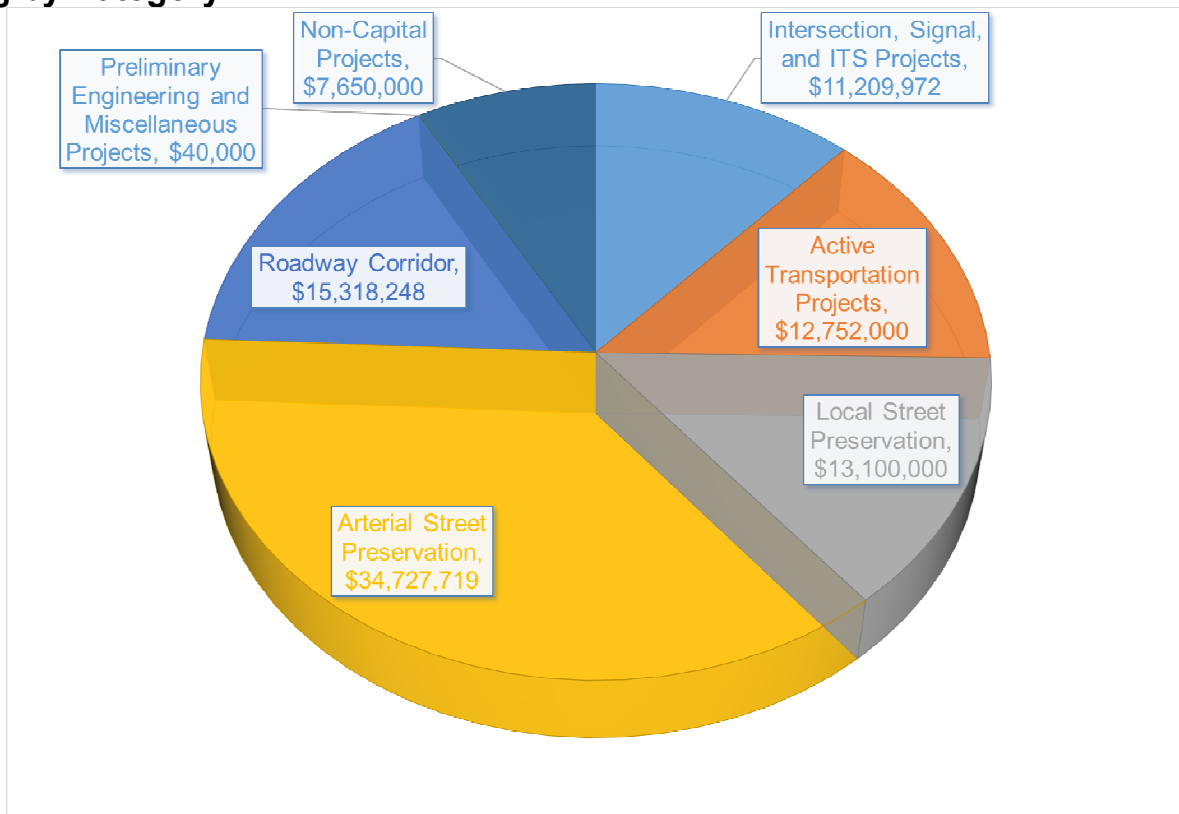
REET 2		
REET2 Transfer In	\$4,945,000	
TIP Expenditures	\$4,945,000	
REET2 (Revenues - Expenditures)	\$0	

Traffic Impact Fees		
Fund Balance	\$494,198	
Collection 2027-20312	\$3,846,000	
Traffic Impact Fees Collected	\$4,340,198	
TIP Expenditures	\$3,754,738	
TIF (Revenues - Expenditures)	\$585,460	

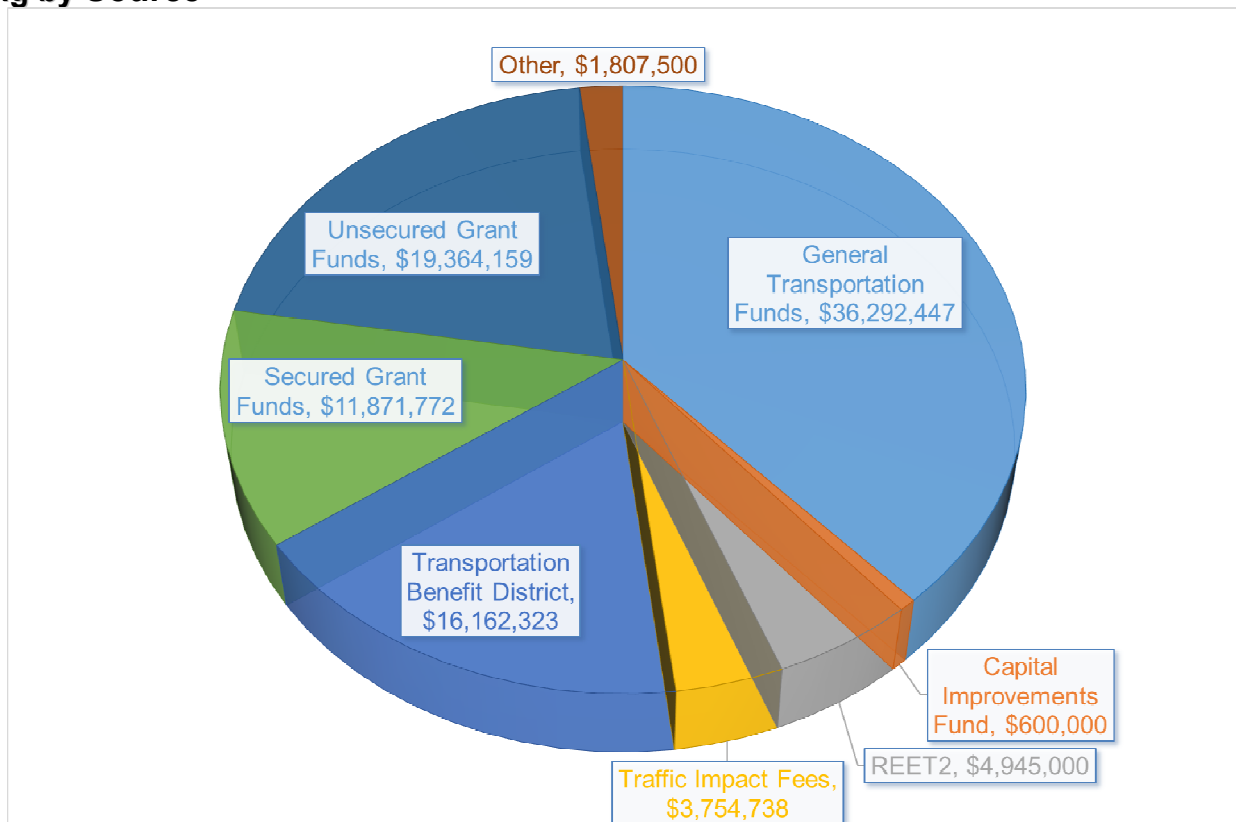
Non-City Funds (Grants)		
Secured Non-City Funds	\$11,871,772	
Unsecured Non-City Funds	\$19,364,159	
Non-City Funds	\$31,235,931	

Summary		
Total Revenues	\$104,504,897	
TIP Expenditures	\$94,797,939	
TIP (Revenues - Expenditures)	\$9,706,958	

Summary Charts Funding by Category



Funding by Source



City of Auburn Transportation Improvement Program

Traffic Signal Replacement Program

TIP I-1

Transportation Improvement Program, 2027 - 2032

Project Number: asbd47
Project Type: Non-Capacity

Description

This program funds the replacement of an existing traffic signal every 4 to 5 years either as stand alone project or with other projects. Funding for this project originates from the City's School Zone Photo Enforcement Program.

Project Need

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

Progress Summary

The 2029/2030 signal replacement is identified as a separate project: C St NW/3rd St NW Signal Replacement (I-8)

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	500,000	-	500,000	500,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	-	-	-	-	-	500,000	-	500,000	500,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	500,000	-	500,000	500,000
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	-	-	-	-	-	500,000	-	500,000	500,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Annual Traffic Signal Improvement Program

TIP I-2

Transportation Improvement Program, 2027 - 2032

Project Number: gcbd07
Project Type: Non-Capacity

Description

The program will replace end of life capital facilities 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. The program also includes minor safety improvements, operations improvements, and Accessible Pedestrian Signal Improvements based on the requirements of the Americans with Disabilities Act (ADA). The project is needed to maintain and replace existing signal equipment.

Project Need

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

Progress Summary

Program is on-going

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	195,000	205,000	205,000	210,000	210,000	215,000	-	1,240,000	1,240,000
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	195,000	205,000	205,000	210,000	210,000	215,000	-	1,240,000	1,240,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	195,000	205,000	205,000	210,000	210,000	215,000	-	1,240,000	1,240,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	195,000	205,000	205,000	210,000	210,000	215,000	-	1,240,000	1,240,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Dynamic Message Sign Program

TIP I-3

Transportation Improvement Program, 2027 - 2032

Project Number: asbd16
Project Type: Non-Capacity

Description

This program funds the construction of one new dynamic message sign in 5 to 6 year intervals depending on funding availability and costs. Locations are as specified in the Comprehensive Transportation Plan - Map 8, Intelligent Transportation Systems. Funding for this project originates from the City's School Zone Photo Enforcement Program.

Project Need

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

Progress Summary

New dynamic message sign is included with the East Valley Highway Widening Project (R-26)

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	75,000	-	75,000	75,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	-	-	-	-	-	75,000	-	75,000	75,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	75,000	-	75,000	75,000
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	-	-	-	-	-	75,000	-	75,000	75,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Street Lighting Improvement Program

TIP I-4

Transportation Improvement Program, 2027 - 2032

Project Number: gcbd09
Project Type: Non-Capacity

Description

This annual program provides for street lighting projects throughout the City, including converting existing lights to LED and installing additional new street lighting at strategic locations to address specific transportation safety needs. Converting existing standard street lights to LED supports the reduction of greenhouse gas emissions and can provide more uniform lighting. Adding new street lights can help support transportation safety.

Project Need

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

Progress Summary

Program is on-going

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	50,000	55,000	55,000	60,000	60,000	65,000	-	345,000	345,000
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	50,000	55,000	55,000	60,000	60,000	65,000	-	345,000	345,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	50,000	55,000	55,000	60,000	60,000	65,000	-	345,000	345,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	50,000	55,000	55,000	60,000	60,000	65,000	-	345,000	345,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Harvey Rd NE/8th St NE Intersection Improvements

TIP I-5

Transportation Improvement Program, 2027 - 2032

Project Number: cp0611
Project Type: Capacity

Description

The project constructed one eastbound through/right lane on 8th St NE to the west of Harvey Rd and modified traffic signals and traffic channelization to accommodate the new lane. The project also re-constructed M St NE from 4th St NE to 8th St NE with a four-lane cross section.

Project Need

This project addressed roadway capacity needs.

Progress Summary

Construction was complete in 2010. On-going budget is for Public Trust Fund Loan (PWTFLL) payments through 2028.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	3,172,527	81,187	80,785	-	-	-	-	-	161,972	3,334,499
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	3,172,527	81,187	80,785	-	-	-	-	-	161,972	3,334,499
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	-	-	-	-
<i>Other (Loan Repayment)</i>	3,172,527	81,187	80,785	-	-	-	-	-	161,972	3,334,499
Total Project Capital Expenditures:	3,172,527	81,187	80,785	-	-	-	-	-	161,972	3,334,499

City of Auburn Transportation Improvement Program

AWS/17th Street SE Intersection Improvements

TIP I-6

Transportation Improvement Program, 2027 - 2032

Project Number: TBD
Project Type: Capacity

Description

The project will complete a pre-design study to identify the scope of a future construction project to improve traffic operations and active transportation through the intersection. The pre-design study will include coordination with WSDOT and public outreach.

Project Need

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

Progress Summary

TIP funding is for preliminary design starting on 2029.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	-	-	-	-	-	-	-	-	-
Fund Balance Capital Improvements (328)	-	-	-	-	-	-	-	-	-	-
Transfer in REET 2 (331)	-	-	-	-	-	-	-	-	-	-
Transfer In Impact Fees - Traffic	-	-	-	100,000	-	-	-	-	100,000	100,000
Transfer In Transportation Benefit District (105)	-	-	-	-	-	-	-	-	-	-
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	-	-	100,000	-	-	-	-	100,000	100,000
Capital Expenditures:										
Pre Design	-	-	-	100,000	-	-	-	-	100,000	100,000
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-
Other (Loan Repayment)	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	-	-	100,000	-	-	-	-	100,000	100,000

City of Auburn Transportation Improvement Program

C St NW/3rd St NW Intersection Improvements

TIP I-8

Transportation Improvement Program, 2027 - 2032

Project Number: cp2610
Project Type: Capacity, Non-Capacity

Description

This project will replace the traffic signal at the intersection as part of the Traffic Signal Replacement Program and will also improve the intersection to increase capacity and reduce delays.

Project Need

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

Progress Summary

Project design funds from 2026 will be carried forward to start design in 2028 or 2029.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	270,000	-	-	150,000	1,900,000	-	-	-	2,050,000	2,320,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	100,000	-	-	-	100,000	100,000
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	270,000	-	-	150,000	2,000,000	-	-	-	2,150,000	2,420,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	270,000	-	-	50,000	-	-	-	-	50,000	320,000
<i>Right of Way</i>	-	-	-	100,000	-	-	-	-	100,000	100,000
<i>Construction</i>	-	-	-	-	2,000,000	-	-	-	2,000,000	2,000,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	270,000	-	-	150,000	2,000,000	-	-	-	2,150,000	2,420,000

City of Auburn Transportation Improvement Program

Lea Hill Rd & 104th Ave SE Roundabout

Transportation Improvement Program, 2027 - 2032

**TIP I-12
STIP AUB-79**

Project Number: cp2319
Project Type: Capacity, Non-Capacity, Preservation

Description

This project will replace the existing traffic signal with a single lane roundabout and also includes pedestrian and bike facilities, street lighting, utility replacements, and stormwater management.

Project Need

Progress Summary

Design, environmental permitting, and ROW acquisition underway.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	89,537	-	-	-	-	-	-	-	-	89,537
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	995,654	500,000	-	-	-	-	-	-	500,000	1,495,654
<i>Transfer In Transportation Benefit District (105)</i>	-	1,792,000	-	-	-	-	-	-	1,792,000	1,792,000
<i>Grants (Secured)</i>	476,000	2,138,000	-	-	-	-	-	-	2,138,000	2,614,000
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	1,561,191	4,430,000	-	-	-	-	-	-	4,430,000	5,991,191
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	1,370,060	-	-	-	-	-	-	-	-	1,370,060
<i>Right of Way</i>	191,131	-	-	-	-	-	-	-	-	191,131
<i>Construction</i>	-	4,430,000	-	-	-	-	-	-	4,430,000	4,430,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	1,561,191	4,430,000	-	-	-	-	-	-	4,430,000	5,991,191

City of Auburn Transportation Improvement Program

S 321st St/46th PI S Intersection Improvements

TIP I-13

Transportation Improvement Program, 2027 - 2032

Project Number: as9004
Project Type: Capacity

Description

This project will construct a single lane roundabout at the intersection and is anticipated to be designed and constructed by King County with funding provided by the City of Auburn under an Interlocal Agreement.

Project Need

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

Progress Summary

Interlocal agreement negotiations underway in 2025 and 2026.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	50,000	-	50,000	50,000
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other (Developer Contribution)</i>	-	-	-	-	-	-	250,000	-	250,000	250,000
Total Project Funding Sources:	-	-	-	-	-	-	300,000	-	300,000	300,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	300,000	-	300,000	300,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	-	-	-	-	-	300,000	-	300,000	300,000

City of Auburn Transportation Improvement Program

SE 304th Street/116th Avenue Roundabout

TIP I-16

Transportation Improvement Program, 2027 - 2032

Project Number: cp2506
Project Type: Capacity, Non-Capacity

Description

The project will construct a single lane roundabout to replace the current two-way stop control.

Project Need

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

Progress Summary

Design underway in 2025 and 2026.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	1,025,500	-	-	-	-	-	-	1,025,500	1,025,500
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	1,525,000	412,000	-	-	-	-	-	-	412,000	1,937,000
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other (Developer Contribution)</i>	-	1,262,500	-	-	-	-	-	-	1,262,500	1,262,500
Total Project Funding Sources:	1,525,000	2,700,000	-	-	-	-	-	-	2,700,000	4,225,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	1,200,000	-	-	-	-	-	-	-	-	1,200,000
<i>Right of Way</i>	325,000	-	-	-	-	-	-	-	-	325,000
<i>Construction</i>	-	2,700,000	-	-	-	-	-	-	2,700,000	2,700,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	1,525,000	2,700,000	-	-	-	-	-	-	2,700,000	4,225,000

City of Auburn Transportation Improvement Program

Active Mode Shift Program

TIP N-1

Transportation Improvement Program, 2027 - 2032

Project Number: asbd08
Project Type: Capacity

Description

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

Project Need

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

Progress Summary

Program funds in 2027 and 2028 are allocated to other projects.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	500,000	500,000	500,000	500,000	-	2,000,000	2,000,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	250,000	250,000	250,000	250,000	-	1,000,000	1,000,000
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	-	-	750,000	750,000	750,000	750,000	-	3,000,000	3,000,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	750,000	750,000	750,000	750,000	-	3,000,000	3,000,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	-	-	750,000	750,000	750,000	750,000	-	3,000,000	3,000,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Active Transportation - Safety, ADA, & Repair Program

TIP N-2

Transportation Improvement Program, 2027 - 2032

Project Number: gcbsd01
Project Type: Non-Capacity

Description

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

Project Need

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

Progress Summary

Program is on-going.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	100,000	100,000	100,000	100,000	100,000	100,000	-	600,000	600,000
Fund Balance Capital Improvements (328)	-	100,000	100,000	100,000	100,000	100,000	100,000	-	600,000	600,000
Transfer in REET 2 (331)	-	230,000	235,000	240,000	245,000	250,000	255,000	-	1,455,000	1,455,000
Transfer In Impact Fees - Traffic	-	-	-	-	-	-	-	-	-	-
Transfer In Transportation Benefit District (105)	-	-	-	-	-	-	-	-	-	-
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	430,000	435,000	440,000	445,000	450,000	455,000	-	2,655,000	2,655,000
Capital Expenditures:										
Pre Design	-	-	-	-	-	-	-	-	-	-
Design	-	125,000	125,000	125,000	125,000	125,000	125,000	-	750,000	750,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	305,000	310,000	315,000	320,000	325,000	330,000	-	1,905,000	1,905,000
Other	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	430,000	435,000	440,000	445,000	450,000	455,000	-	2,655,000	2,655,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

R St SE Mobility Improvements

TIP N-6

Transportation Improvement Program, 2027 - 2032

Project Number: cp2116
Project Type: Capacity, Non-Capacity, Preservation

Description

Project title was re-named from R St Widening to reflect updated project focus. This project will make improvements from 33rd St SE to 22nd St SE to improve multimodal mobility including a separated multi-use trail, replacement of the pedestrian traffic signal at 31st St SE with a full signal at the Game Farm Park driveway, an added southbound lane to the approach of the 29th St SE intersection, a center turn lane between 29th St SE and 22nd St SE, replaced sidewalks, streetlighting, and replaced signal at the 29th St SE intersection. The project also includes city utility replacements and improvements.

Project Need

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

Progress Summary

Design and property acquisition underway in 2025 and 2026. Construction is anticipated to start in 2027. Construction funding/expenditures shown prior to 2027 will be carried forward into 2027/2028.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	119,000	-	-	-	-	-	-	-	-	119,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	2,684,000	-	197,000	-	-	-	-	-	197,000	2,881,000
<i>Transfer In Transportation Benefit District (105)</i>	1,000,000	500,000	900,000	-	-	-	-	-	1,400,000	2,400,000
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	2,000,000	2,000,000	-	-	-	-	-	4,000,000	4,000,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	3,803,000	2,500,000	3,097,000	-	-	-	-	-	5,597,000	9,400,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	1,100,000	-	-	-	-	-	-	-	-	1,100,000
<i>Right of Way</i>	900,000	-	-	-	-	-	-	-	-	900,000
<i>Construction</i>	1,803,000	2,500,000	3,097,000	-	-	-	-	-	5,597,000	7,400,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	3,803,000	2,500,000	3,097,000	-	-	-	-	-	5,597,000	9,400,000

City of Auburn Transportation Improvement Program

Priority RRFB Enhanced Crossings

TIP N-8

Transportation Improvement Program, 2027 - 2032

Project Number: as9001
Project Type: Non-Capacity

Description

This project will construct up to 4 enhanced pedestrian crossings at 3 locations, depending on funding availability through the 2026 City Safety and/or other grant programs. The 3 locations are: a midblock crossing at SE 312th St Approx. 600 feet east of 124th Ave SE, a midblock crossings at SE 312th St Approx 1,100 feet east of 124th Ave SE, and two crossings at the intersection of 132nd Ave SE and SE 308th Street.

Project Need

The project will improve non-motorized safety and access along these roadways.

Progress Summary

Applied for City Safety Grant in 2026. Design start in 2027. Construction 2028 pending grant funding award.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	420,000	1,080,000	-	-	-	-	-	1,500,000	1,500,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	420,000	1,080,000	-	-	-	-	-	1,500,000	1,500,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	400,000	-	-	-	-	-	-	400,000	400,000
<i>Right of Way</i>	-	20,000	-	-	-	-	-	-	20,000	20,000
<i>Construction</i>	-	-	1,080,000	-	-	-	-	-	1,080,000	1,080,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	420,000	1,080,000	-	-	-	-	-	1,500,000	1,500,000

City of Auburn Transportation Improvement Program

Arterial and Collector Street Preservation and Replacement Program

TIP P-1

Transportation Improvement Program, 2027 - 2032

Project Number: spbd01
Project Type: Preservation

Description

This program funds the preservation and replacement of arterial and collector streets throughout the City as stand-alone projects and/or with other projects.

Project Need

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

Progress Summary

The program is funding various projects.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	950,000	950,000	950,000	950,000	950,000	950,000	-	5,700,000	5,700,000
Fund Balance Capital Improvements (328)	-	-	-	-	-	-	-	-	-	-
Transfer in REET 2 (331)	-	-	-	-	-	-	-	-	-	-
Transfer In Impact Fees - Traffic	-	-	-	-	-	-	-	-	-	-
Transfer In Transportation Benefit District (105)	-	30,000	985,000	1,700,000	1,825,000	1,825,000	2,200,000	-	8,565,000	8,565,000
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	850,000	1,850,000	-	-	1,850,000	-	4,550,000	4,550,000
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	980,000	2,785,000	4,500,000	2,775,000	2,775,000	5,000,000	-	18,815,000	18,815,000
Capital Expenditures:										
Pre Design	-	-	-	-	-	-	-	-	-	-
Design	-	200,000	750,000	1,250,000	750,000	750,000	1,250,000	-	4,950,000	4,950,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	780,000	2,035,000	3,250,000	2,025,000	2,025,000	3,750,000	-	13,865,000	13,865,000
Other	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	980,000	2,785,000	4,500,000	2,775,000	2,775,000	5,000,000	-	18,815,000	18,815,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Local Street Preservation and Replacement Program

TIP P-2

Transportation Improvement Program, 2027 - 2032

Project Number: sobd02
Project Type: Preservation, Non-Capacity

Description

This program funds the preservation and replacement of local streets throughout the City as stand-alone projects and/or with other projects.

Project Need

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

Progress Summary

The program is funding various projects.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	350,000	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000	-	10,100,000	10,100,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	350,000	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000	-	10,100,000	10,100,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	350,000	350,000	350,000	350,000	350,000	350,000	-	2,100,000	2,100,000
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	-	8,000,000	8,000,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	350,000	1,950,000	1,950,000	1,950,000	1,950,000	1,950,000	-	10,100,000	10,100,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

2027 Local Street Preservation

TIP P-5

Transportation Improvement Program, 2027 - 2032

Project Number: cp2511
Project Type: Preservation, Non-Capacity

Description

This project is part of the Local Streets Preservation Program and will complete the following: Grind and overlay 10th St NE (from Auburn Way N to Harvey Rd), 42nd St NE (from C St NE to Auburn Way N), SE 299th St (from 132nd Ave SE to 130th Way SE), SE 307th Pl (from 112th Ave SE to 124th Ave SE), Oravetz Pl SE (west of Oravetz Rd SE), S 297th Pl/55th Pl S (from 51st Ave S to S 300th Pl). Full depth pavement replacement SE 316th St (from 124th Ave SE to 126th Ave SE). Water, sewer, and storm upgrades and replacements.

Project Need

See Local Street Preservation program (P-2)

Progress Summary

Project design is underway in 2025 and 2026.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	450,000	3,000,000	-	-	-	-	-	-	3,000,000	3,450,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	450,000	3,000,000	-	-	-	-	-	-	3,000,000	3,450,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	450,000	-	-	-	-	-	-	-	-	450,000
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	3,000,000	-	-	-	-	-	-	3,000,000	3,000,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	450,000	3,000,000	-	-	-	-	-	-	3,000,000	3,450,000

City of Auburn Transportation Improvement Program

Lake Tapps Parkway Preservation (Sumner Tapps to 182nd)

Transportation Improvement Program, 2027 - 2032

**TIP P-6
STIP AUB-82**

Project Number: cp2607
Project Type: Preservation, Non-Capacity

Description

This project will grind and overlay the roadway from Sumner Tapps to 182nd and will re-channelize the roadway to include bike lanes.

Project Need

See Arterial Preservation Program.

Progress Summary

Project design underway in 2026.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	295,000	-	-	-	-	-	-	-	-	295,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	530,000	-	-	-	-	-	-	530,000	530,000
<i>Grants (Secured)</i>	-	792,406	-	-	-	-	-	-	792,406	792,406
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	295,000	1,322,406	-	-	-	-	-	-	1,322,406	1,617,406
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	295,000	-	-	-	-	-	-	-	-	295,000
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	1,332,406	-	-	-	-	-	-	1,332,406	1,332,406
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	295,000	1,332,406	-	-	-	-	-	-	1,332,406	1,627,406

City of Auburn Transportation Improvement Program

A St SE Preservation (17th St SE to 37th St SE)

Transportation Improvement Program, 2027 - 2032

**TIP P-8
STIP AUB-81**

Project Number: cp2606
Project Type: Preservation, Non-Capacity

Description

This project will grind and overlay the roadway between 17th St SE and 37th St SE.

Project Need

See Arterial Preservation Program.

Progress Summary

Design underway in 2026.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	470,000	-	-	-	-	-	-	-	-	470,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	670,000	-	-	-	-	-	-	670,000	670,000
<i>Grants (Secured)</i>	-	965,000	-	-	-	-	-	-	965,000	965,000
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other (Developer Contribution)</i>	-	295,000	-	-	-	-	-	-	295,000	295,000
Total Project Funding Sources:	470,000	1,930,000	-	-	-	-	-	-	1,930,000	2,400,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	470,000	-	-	-	-	-	-	-	-	470,000
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	1,930,000	-	-	-	-	-	-	1,930,000	1,930,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	470,000	1,930,000	-	-	-	-	-	-	1,930,000	2,400,000

City of Auburn Transportation Improvement Program

15th Street SW Preservation and Safety

TIP P-10

Transportation Improvement Program, 2027 - 2032

Project Number: as9003
Project Type: Preservation

Description

The project will reconstruct the pavement along 15th Street SW between Industry Drive and C Street SW, approximately 2,300 feet. The project will also construct a 12-foot wide separated trail along the south side of 15th Street SW between C Street SW and the Interurban Trail (located between Perimeter Road and Industry Drive). This completes a gap in the active transportation network between the Interurban Trail and the C Street Trail. This will provide separation between vehicles and active transportation users, improving safety and comfort.

Project Need

See Arterial Preservation Program.

Progress Summary

Applied for FMSIB PE funds in 2026. Design start in 2028. Construction 2030 pending grant funding award.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	250,000	500,000	375,000	375,000	-	-	1,500,000	1,500,000
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	1,000,000	-	2,500,000	2,500,000	-	-	6,000,000	6,000,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	-	1,250,000	500,000	2,875,000	2,875,000	-	-	7,500,000	7,500,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	1,250,000	-	-	-	-	-	1,250,000	1,250,000
<i>Right of Way</i>	-	-	-	500,000	-	-	-	-	500,000	500,000
<i>Construction</i>	-	-	-	-	2,875,000	2,875,000	-	-	5,750,000	5,750,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	-	1,250,000	500,000	2,875,000	2,875,000	-	-	7,500,000	7,500,000

City of Auburn Transportation Improvement Program

15th St NW Bridge Deck Preservation

TIP P-12

Transportation Improvement Program, 2027 - 2032

Project Number: cp2520
Project Type: Preservation

Description

This project will replace the surface of two bridges on 15th Street NW: the bridge over the BNSF Railway/B Street and the bridge over the UP Railroad tracks.

Project Need

Progress Summary

Design is underway in 2026.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	10,000	391,947	-	-	-	-	-	-	391,947	401,947
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	791,687	2,511,366	-	-	-	-	-	-	2,511,366	3,303,053
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	801,687	2,903,313	-	-	-	-	-	-	2,903,313	3,705,000
Capital Expenditures:										
<i>Pre Design</i>	10,000	-	-	-	-	-	-	-	-	10,000
<i>Design</i>	791,687	-	-	-	-	-	-	-	-	791,687
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	2,903,313	-	-	-	-	-	-	2,903,313	2,903,313
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	801,687	2,903,313	-	-	-	-	-	-	2,903,313	3,705,000

City of Auburn Transportation Improvement Program

Neighborhood Traffic Safety Program

TIP R-1

Transportation Improvement Program, 2027 - 2032

Project Number: gcbd06
Project Type: Non-Capacity

Description

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

Project Need

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

Progress Summary

Program is on-going

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	-	-	-	-	-	-	-	-	-
Fund Balance Capital Improvements (328)	-	-	-	-	-	-	-	-	-	-
Transfer in REET 2 (331)	-	305,000	310,000	315,000	320,000	325,000	330,000	-	1,905,000	1,905,000
Transfer In Impact Fees - Traffic	-	-	-	-	-	-	-	-	-	-
Transfer In Transportation Benefit District (105)	-	-	-	-	-	-	-	-	-	-
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	305,000	310,000	315,000	320,000	325,000	330,000	-	1,905,000	1,905,000
Capital Expenditures:										
Pre Design	-	-	-	-	-	-	-	-	-	-
Design	-	61,000	62,000	63,000	64,000	65,000	66,000	-	381,000	381,000
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	244,000	248,000	252,000	256,000	260,000	264,000	-	1,524,000	1,524,000
Other	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	-	305,000	310,000	315,000	320,000	325,000	330,000	-	1,905,000	1,905,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

M Street Underpass (3rd St SE to 8th St SE)

TIP R-3

Transportation Improvement Program, 2027 - 2032

Project Number: c201a0
Project Type: Capacity

Description

The project constructed a grade separated crossing of M Street SE and the BNSF Stampede Pass Railroad tracks.

Project Need

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

Progress Summary

Construction was complete in 2014. The project is now in Public Works Trust Fund Loan (PWTFLL) debt repayment through 2041.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	-	-	-	-	-	-	-	-	-
Fund Balance Capital Improvements (328)	-	-	-	-	-	-	-	-	-	-
Transfer in REET 2 (331)	-	-	-	-	-	-	-	-	-	-
Transfer In Impact Fees - Traffic	1,625,413	121,380	121,088	120,795	120,503	120,000	120,000	1,066,096	723,766	3,415,275
Transfer In Transportation Benefit District (105)	-	-	-	-	-	-	-	-	-	-
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	1,625,413	121,380	121,088	120,795	120,503	120,000	120,000	1,066,096	723,766	3,415,275
Capital Expenditures:										
Pre Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-
Other (Loan Repayment)	1,625,413	121,380	121,088	120,795	120,503	120,000	120,000	1,066,096	723,766	3,415,275
Total Project Capital Expenditures:	1,625,413	121,380	121,088	120,795	120,503	120,000	120,000	1,066,096	723,766	3,415,275

City of Auburn Transportation Improvement Program

M St NE Widening

TIP R-7

Transportation Improvement Program, 2027 - 2032

Project Number: cp2210
Project Type: Non-Capacity, Preservation, Capacity

Description

This project will add a second northbound lane, a center turn lane, wider sidewalks, and street lighting from E Main St to 4th St NE. The project will also replace roadway pavement, city utilities, the traffic signal at E Main St, and the curb ramps at E Main St and 4th St NE.

Project Need

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

Progress Summary

Design is underway. A large portion of the funds/expenditures shown as "Prior to 2027" were carried forward into 2027. Planned construction shifted from 2025/26 to 2029/30 to allow for non-city utility relocations, property acquisition, and securing funding.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	400,000	-	-	-	-	-	-	-	-	400,000
<i>Transfer In Impact Fees - Traffic</i>	745,000	-	-	-	-	-	-	-	-	745,000
<i>Transfer In Transportation Benefit District (105)</i>	2,000,000	-	-	-	-	-	-	-	-	2,000,000
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	1,200,000	2,114,159	-	-	-	3,314,159	3,314,159
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	3,145,000	-	-	1,200,000	2,114,159	-	-	-	3,314,159	6,459,159
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	388,916	-	-	-	-	-	-	-	-	388,916
<i>Right of Way</i>	693,177	-	-	-	-	-	-	-	-	693,177
<i>Construction</i>	2,062,907	-	-	1,200,000	2,114,159	-	-	-	3,314,159	5,377,066
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	3,145,000	-	-	1,200,000	2,114,159	-	-	-	3,314,159	6,459,159

City of Auburn Transportation Improvement Program

East Valley Highway Widening

Transportation Improvement Program, 2027 - 2032

TIP R-26

STIP AUB-75

Project Number: cp2311
Project Type: Capacity, Preservation

Description

This project improves East Valley Highway from Oravetz Pl. SE to the south city limits to provide 2 vehicle lanes in each direction, center turn lane where needed, a separated multi-use trail, utility relocations, wetland and stream mitigation, storm improvements including replacement of a culvert to provide fish passage, street lighting, traffic signal replacements/improvements, replaced pavement surface, and ITS improvements including a dynamic message sign.

Project Need

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

Progress Summary

Design, environmental permitting, and preliminary right of way underway.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	2,000,000	1,200,000	-	-	-	-	3,200,000	3,200,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	1,535,677	-	-	470,000	-	-	-	-	470,000	2,005,677
<i>Transfer In Transportation Benefit District (105)</i>	-	240,323	965,000	500,000	-	-	-	-	1,705,323	1,705,323
<i>Grants (Secured)</i>	1,939,000	-	5,465,000	-	-	-	-	-	5,465,000	7,404,000
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	3,474,677	240,323	8,430,000	2,170,000	-	-	-	-	10,840,323	14,315,000
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	3,215,000	-	-	-	-	-	-	-	-	3,215,000
<i>Right of Way</i>	259,677	240,323	-	-	-	-	-	-	240,323	500,000
<i>Construction</i>	-	-	8,430,000	2,170,000	-	-	-	-	10,600,000	10,600,000
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	3,474,677	240,323	8,430,000	2,170,000	-	-	-	-	10,840,323	14,315,000

City of Auburn Transportation Improvement Program

S 272nd/277th St Corridor Capacity & Non-Motorized Trail Improvements

TIP S-2

Transportation Improvement Program, 2027 - 2032

Project Number: cp1821
Project Type: Capacity

Description

This project widened 277th from Auburn Way N to I St NE and added a non-motorized trail.

Project Need

Progress Summary

The project is complete except for the monitoring and occasional improvements to the stream/wetland mitigation site constructed with the project.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	-	-	-	-	-	-	-	-	-
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	361,634	20,000	20,000	-	-	-	-	-	40,000	401,634
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	361,634	20,000	20,000	-	-	-	-	-	40,000	401,634
Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	361,634	20,000	20,000	-	-	-	-	-	40,000	401,634
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Capital Expenditures:	361,634	20,000	20,000	-	-	-	-	-	40,000	401,634

City of Auburn Transportation Improvement Program

Transit Partnership Routes Program

TIP X-1

Transportation Improvement Program, 2027 - 2032

Project Number: N/A
Project Type: Non-Capital

Description

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

Project Need

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

Progress Summary

Current interlocal agreement extends through 2027.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	200,000	200,000	200,000	200,000	200,000	200,000	-	1,200,000	1,200,000
Fund Balance Capital Improvements (328)	-	-	-	-	-	-	-	-	-	-
Transfer in REET 2 (331)	-	-	-	-	-	-	-	-	-	-
Transfer In Impact Fees - Traffic	-	-	-	-	-	-	-	-	-	-
Transfer In Transportation Benefit District (105)	-	-	-	-	-	-	-	-	-	-
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	200,000	200,000	200,000	200,000	200,000	200,000	-	1,200,000	1,200,000
Non-Capital Expenditures:										
Pre Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-
Other	-	200,000	200,000	200,000	200,000	200,000	200,000	-	1,200,000	1,200,000
Total Project Capital Expenditures:	-	200,000	200,000	200,000	200,000	200,000	200,000	-	1,200,000	1,200,000

* Prior amounts not shown for on-going programs.

Non-Capital Projects

31

City of Auburn Transportation Improvement Program

Bridge Inspection Program

TIP X-2

Transportation Improvement Program, 2027 - 2032

Project Number: TBD
Project Type: Non-Capital

Description

This program performs annual bridge inspections and load ratings as needed.

Project Need

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

Progress Summary

Program is on-going.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	50,000	50,000	50,000	50,000	50,000	50,000	-	300,000	300,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	50,000	50,000	50,000	50,000	50,000	50,000	-	300,000	300,000
Non-Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	50,000	50,000	50,000	50,000	50,000	50,000	-	300,000	300,000
Total Project Capital Expenditures:	-	50,000	50,000	50,000	50,000	50,000	50,000	-	300,000	300,000

* Prior amounts not shown for on-going programs.

City of Auburn Transportation Improvement Program

Pavement Ratings Program

TIP X-3

Transportation Improvement Program, 2027 - 2032

Project Number: TBD
Project Type: Non-Capital

Description

This program funds the collection of pavement condition index (PCI) data for the City's street system.

Project Need

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

Progress Summary

Program is on-going.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
Fund Balance General Transportation (102)	-	50,000	-	-	50,000	-	-	-	100,000	100,000
Fund Balance Capital Improvements (328)	-	-	-	-	-	-	-	-	-	-
Transfer in REET 2 (331)	-	-	-	-	-	-	-	-	-	-
Transfer In Impact Fees - Traffic	-	-	-	-	-	-	-	-	-	-
Transfer In Transportation Benefit District (105)	-	-	-	-	-	-	-	-	-	-
Grants (Secured)	-	-	-	-	-	-	-	-	-	-
Grants (Unsecured)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	50,000	-	-	50,000	-	-	-	100,000	100,000
Non-Capital Expenditures:										
Pre Design	-	-	-	-	-	-	-	-	-	-
Design	-	-	-	-	-	-	-	-	-	-
Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-	-	-
Other	-	50,000	-	-	50,000	-	-	-	100,000	100,000
Total Project Capital Expenditures:	-	50,000	-	-	50,000	-	-	-	100,000	100,000

* Prior amounts not shown for on-going programs.

Non-Capital Projects

33

City of Auburn Transportation Improvement Program

Annual Channelization and Pavement Markings

TIP X-4

Transportation Improvement Program, 2027 - 2032

Project Number: TBD
Project Type: Non-Capital

Description

The program will refresh pavement markings, both painted and thermoplastic, and reflective pavement markers (RPMs). The program will also fund channelization revisions identified to increase safety, capacity, or to accommodate active transportation modes. The program includes work by King County, private contractors, and City forces.

Project Need

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

Progress Summary

Program is on-going. The TIP reflects the program improvement proposed in the 2027/28 budget.

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	800,000	750,000	750,000	750,000	750,000	750,000	-	4,550,000	4,550,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	800,000	750,000	750,000	750,000	750,000	750,000	-	4,550,000	4,550,000
Non-Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	750,000	750,000	750,000	750,000	750,000	750,000	-	4,500,000	4,500,000
Total Project Capital Expenditures:	-	750,000	750,000	750,000	750,000	750,000	750,000	-	4,500,000	4,500,000

* Prior amounts not shown for on-going programs.

Non-Capital Projects

34

City of Auburn Transportation Improvement Program

Capital Program Indirect Costs

TIP X-5

Transportation Improvement Program, 2027 - 2032

Project Number: N/A
Project Type: Non-Capital

Description

The program will partially cover indirect costs associated with the design and construction of transportation projects.

Project Need

The program will support the ongoing design and construction of transportation infrastructure.

Progress Summary

Project Activity:

	Prior to 2027	Budget 2027	Budget 2028	Forecast 2029	Forecast 2030	Forecast 2031	Forecast 2032	Beyond 2032	TIP Total	Project Total
Funding Sources:										
<i>Fund Balance General Transportation (102)</i>	-	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000
<i>Fund Balance Capital Improvements (328)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer in REET 2 (331)</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Impact Fees - Traffic</i>	-	-	-	-	-	-	-	-	-	-
<i>Transfer In Transportation Benefit District (105)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Secured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Grants (Unsecured)</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	-	-	-	-	-	-	-	-	-
Total Project Funding Sources:	-	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000
Non-Capital Expenditures:										
<i>Pre Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Design</i>	-	-	-	-	-	-	-	-	-	-
<i>Right of Way</i>	-	-	-	-	-	-	-	-	-	-
<i>Construction</i>	-	-	-	-	-	-	-	-	-	-
<i>Other</i>	-	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000
Total Project Capital Expenditures:	-	250,000	250,000	250,000	250,000	250,000	250,000	-	1,500,000	1,500,000

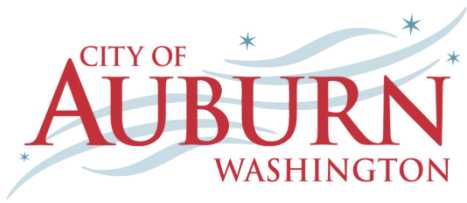
* Prior amounts not shown for on-going programs.

Non-Capital Projects

35

**City of Auburn
2027-2032
Transportation Improvement Program Summary**

TIP #	Project Number	Project Title	General Transportation Funds	Capital Improvements Fund	REET2	Traffic Impact Fees	Transportation Benefit District	Secured Non-City Funds	Unsecured Non-City Funds	Other	Total
Intersection, Signal, and ITS Projects											
I-1	asbd47	Traffic Signal Replacement Program	500,000	-	-	-	-	-	-	-	500,000
I-2	gcbd07	Annual Traffic Signal Improvement Program	-	-	1,240,000	-	-	-	-	-	1,240,000
I-3	asbd16	Dynamic Message Sign Program	75,000	-	-	-	-	-	-	-	75,000
I-4	gcbd09	Street Lighting Improvement Program	-	-	345,000	-	-	-	-	-	345,000
I-5	cp0611	Harvey Rd NE/8th St NE Intersection Improvements	-	-	-	161,972	-	-	-	-	161,972
I-6	TBD	AWS/17th Street SE Intersection Improvements	-	-	-	100,000	-	-	-	-	100,000
I-8	cp2610	C St NW/3rd St NW Intersection Improvements	2,050,000	-	-	100,000	-	-	-	-	2,150,000
I-12	cp2319	Lea Hill Rd & 104th Ave SE Roundabout	-	-	-	500,000	1,000,000	2,138,000	-	-	3,638,000
I-13	as9004	S 321st SW/46th Pl S Intersection Improvements	-	-	-	50,000	-	-	-	250,000	300,000
I-16	cp2506	SE 304th Street/116th Avenue Roundabout	1,025,500	-	-	412,000	-	-	-	1,262,500	2,700,000
Subtotal (Intersection, Signal, and ITS Projects)			3,650,500	-	1,585,000	1,323,972	1,000,000	2,138,000	-	1,512,500	11,209,972
Active Transportation Projects											
N-1	asbd08	Active Mode Shift Program	2,000,000	-	-	1,000,000	-	-	-	-	3,000,000
N-2	gcbd01	Active Transportation - Safety, ADA, & Repair Program	600,000	600,000	1,455,000	-	-	-	-	-	2,655,000
N-6	cp2116	R St SE Mobility Improvements	-	-	-	197,000	1,400,000	-	4,000,000	-	5,597,000
N-8	as9001	Priority RRFB Enhanced Crossings	-	-	-	-	-	-	1,500,000	-	1,500,000
Subtotal (Active Transportation Projects)			2,600,000	600,000	1,455,000	1,197,000	1,400,000	-	5,500,000	-	12,752,000
Preservation Projects											
P-1	spbd01	Arterial and Collector Street Preservation and Replacement Program	5,700,000	-	-	-	8,565,000	-	4,550,000	-	18,815,000
P-6	cp2607	Lake Tapps Parkway Preservation (Sunner Tapps to 182nd)	-	-	-	-	530,000	792,406	-	-	1,322,406
P-8	cp2606	A St SE Preservation (17th St SE to 37th St SE)	-	-	-	-	670,000	965,000	-	295,000	1,930,000
P-10	as9003	16th Street SW Preservation and Safety	-	-	-	-	1,500,000	-	6,000,000	-	7,500,000
P-12	cp2520	16th St NW Bridge Deck Preservation	391,947	-	-	-	-	2,511,366	-	-	2,903,313
Arterial Preservation Funds Used In Other Projects				-	-	-	2,257,000	-	-	-	2,257,000
Arterial Preservation Program Subtotal**			6,091,947	-	-	-	13,522,000	4,268,772	10,550,000	295,000	34,727,719
P-2	sobd02	Local Street Preservation and Replacement Program	10,100,000	-	-	-	-	-	-	-	10,100,000
P-5	cp2511	2027 Local Street Preservation	3,000,000	-	-	-	-	-	-	-	3,000,000
Local Streets Preservation Program Subtotal			13,100,000	-	-	-	-	-	-	-	13,100,000
Subtotal (Preservation Projects)			19,191,947	-	-	-	13,522,000	4,268,772	10,550,000	295,000	47,827,719
Roadway Projects											
R-1	gcbd06	Neighborhood Traffic Safety Program	-	-	1,905,000	-	-	-	-	-	1,905,000
R-3	c201a0	M Street Underpass (3rd St SE to 8th St SE)	-	-	-	723,766	-	-	-	-	723,766
R-7	cp2210	M St NE Widening	-	-	-	-	-	-	3,314,159	-	3,314,159
R-26	cp2311	East Valley Highway Widening	3,200,000	-	-	470,000	240,323	5,465,000	-	-	9,375,323
Subtotal (Roadway Projects)			3,200,000	-	1,905,000	1,193,766	240,323	5,465,000	3,314,159	-	15,318,248
Preliminary Engineering and Miscellaneous Projects											
S-2	cp1821	S 272nd/277th St Corridor Capacity & Non-Motorized Trail Improvements	-	-	-	40,000	-	-	-	-	40,000
Subtotal (Preliminary Engineering and Miscellaneous Projects)			-	-	-	40,000	-	-	-	-	40,000
Non-Capital Projects											
X-1	gcbd09	Transit Partnership Routes Program	1,200,000	-	-	-	-	-	-	-	1,200,000
X-2	TBD	Bridge Inspection Program	300,000	-	-	-	-	-	-	-	300,000
X-3	TBD	Pavement Ratings Program	100,000	-	-	-	-	-	-	-	100,000
X-4	TBD	Annual Channelization and Pavement Markings	4,550,000	-	-	-	-	-	-	-	4,550,000
X-5	N/A	Capital Program Indirect Costs	1,500,000	-	-	-	-	-	-	-	1,500,000
Subtotal (Non-Capital Projects)			7,650,000	-	-	-	-	-	-	-	7,650,000
			36,292,447	600,000	4,945,000	3,754,738	16,162,323	11,871,772	19,364,159	1,807,500	94,797,939
Photo Enforcement Funds			\$4,725,000								



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5912 (Whalen)

A Resolution authorizing the Mayor to execute on behalf of the City, a first amendment to the lease dated October 7, 2024, with Rainier Flight Services, LLC

Meeting Date:

June 15, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5912.)

Department:

Legal

Attachments:

Resolution No. 5912, First Amendment to the October 7, 2024, Lease Agreement

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5912.

Background for Motion:

Approving this Resolution will provide an opportunity to address Rainier Flight Services' need for additional space as well as returning an office to the Airport to be used for Administrative purposes.

Background Summary:

Rainier Flight Services and the City of Auburn entered into a Lease Agreement in October 2024 for office, classroom, and flight training space at the Auburn Airport, consisting of the East Room and three offices located within the Airport Administration Building.

Through the adoption of Resolution No. 5907, the City Council recently authorized an Early Termination and Surrender Agreement with Classic Helicopter after Classic was no longer able to continue operations at the Airport due to the unexpected sale of its leased helicopters. The termination of Classic Helicopter's Lease caused the space it occupied at the Airport, commonly referred to as the "400 Building" and the adjacent seven (7) stall parking lot, to become available.

Recognizing Rainier Flight Services' need for additional space at the Airport, as well as the Airport's need to reclaim one of the offices within the Administration Building for its own use, Airport staff proposed amending the Lease to incorporate the 400 Building and adjacent parking lot into Rainier Flight Services' leasehold while returning one of the three offices in the Administration Building to the Airport. This Amendment reflects the revised terms agreed to by the Parties.

Councilmember: Hanan Amer

Staff: Jason Whalen

RESOLUTION NO. 5912

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE LEASE DATED OCTOBER 7, 2024, WITH RAINIER FLIGHT SERVICES, LLC

WHEREAS, the City of Auburn (“City”) and Rainier Flight Services, LLC, (“Rainier”) entered into a lease agreement dated October 7, 2024, authorized by Resolution No. 5786 (the “Lease”) for office space in the Auburn Municipal Airport’s “Administration Building” located at the Auburn Municipal Airport (the “Airport”); and

WHEREAS, additional office space located in what is commonly known as the “400 Building” unexpectedly came available; and

WHEREAS, Rainier has a need and desire for such additional office space; and

WHEREAS, amending the Lease to include the 400 Building and adjacent parking lot into Rainier’s leasehold will allow the Landlord to reclaim one of the offices in the Administration Building back from Rainier and reduce parking pressure both of which is desired by the Landlord; and

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

Section 1. The Mayor is authorized to execute the First Amendment to the Lease Agreement, attached as Exhibit A.

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

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener’s/clerical errors,

references, Resolution numbering, section/subsection numbers, and any references thereto.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

FIRST AMENDMENT TO THE
AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND
RAINIER FLIGHT SERVICE, LLC

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into this _____, 2026, (“First Amendment Date”) by and between the City of Auburn, a Washington municipal corporation (“Landlord,” or “City”) and Rainier Flight Service, LLC, a Washington Limited Liability Company (“Tenant”).

RECITALS:

1. The Parties entered a Lease Agreement on October 7, 2024 (the “Lease”) for office space in the Auburn Municipal Airport’s “Administration Building” located on the Auburn Municipal Airport (the “Airport”) authorized through the ratification of Resolution 5786.
2. The Parties mutually desire to amend the Lease under the following terms.
3. This Amendment is authorized by the Auburn City Council through the ratification of Resolution 5912

NOW THEREFORE, the Parties agree to amend the Lease as follows, effective July 1, 2026 (the “Amendment Effective Date”):

1. Article 1.1 of the Lease is replaced in its entirety with the following:

1.1) In consideration of the rent and performance by Tenant of the terms and conditions and the mutual covenants in this Lease, Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the “East Room” and Offices 1 and 2, located within the Auburn Airport Administration Building at 2143 E Street NE, Auburn, WA 98002 (“Administration Building”) as depicted in Exhibit A-1, together with the “400 Building” and adjacent parking lot consisting of 7 parking stalls, as depicted in Exhibit A-2. The East Room, Office 1 and 2, the 400 Building and adjacent 7 stall parking lot are individually and collectively the “Premises”. The Premises is a portion of King County parcel number 000080-0009, located in the City of Auburn, Washington, at the Auburn Municipal Airport (the “Airport”).

2. Exhibit A to the Lease (depicting the Premises) is replaced with the following new Exhibit A-1 (Airport Administration Building) & A-2 (400 Building & Parking Lot), depictions which together depict the Premises:



Exhibit A-2
400 Building & Parking Lot



3. Article 2.2 of the Lease is replaced in its entirety with the following:

2.2) Extension Options. Provided Tenant is not in default under this Lease and has faithfully performed all terms and conditions of this Lease, Tenant may request to extend the then-current Lease term for up to two (2) additional consecutive periods of five (5) years each (each, an “Extension Option”). Each Extension Option shall commence immediately upon expiration of the preceding Lease term, without interruption or delay.

Tenant may exercise an Extension Option only by delivering written notice to the City (“Exercise Notice”) in accordance with Article 12 between August 1 and August 31 of the final year of the then-current Lease term. Tenant’s delivery of an Exercise Notice shall constitute a request to extend the Lease term and shall not automatically extend the Lease. Any Extension Option shall be subject to the City’s sole review and written approval, which approval may be granted, conditioned, or denied in the City’s sole and absolute discretion.

Landlord shall provide Tenant with written notice within ten (10) business days after receipt of Tenant’s Exercise Notice, stating whether Landlord approves, denies, or conditions approval of Tenant’s request (the “Notice Response”). If Landlord fails to provide a Notice Response within such ten (10) business day period, Tenant’s request shall be deemed approved, subject only to the Extension Option Rent provisions set forth in Article 3.4.

Each Extension Option is personal to Tenant and may not be assigned or exercised, voluntarily or involuntarily, by or to any other person or entity. In addition, each Extension Option shall be available only to and exercisable by Tenant while Tenant is in actual physical possession of the Premises.

4. Article 3.1 of the Lease is replaced in its entirety with the following:

3.1) Effective upon the Amendment Effective Date, the Tenant agrees to pay to the City of Auburn a “Base Rent” of \$4,195.46 per month. The Base Rent is inclusive of all common area maintenance and usage fees, and security fees. In addition to the Base Rent, Tenant agrees to pay a statutory leasehold excise tax of 12.84% of the monthly Base Rent imposed by RCW 82.29A. The Base Rent plus leasehold excise tax (together “Rent”) at the Amendment Effective Date, is \$4,734.15 per month. Tenant shall pay Rent in full at the office of the Airport Manager or at such other office as may be directed in writing by the Landlord, on the 1st calendar day of each month. Rent shall be paid without notice, demand, offset, abatement or deduction of any kind. If this Lease commences or terminates on a date other than the first or last day of the calendar month, then Rent shall be pro-rated on a 30-day per diem basis.

5. A new Article 3.5 is added to the Lease and reads as follows:

3.5) Lease Deposit. Immediately upon execution of this Amendment, Tenant shall deposit with Landlord a “Lease Deposit” of \$4,000 which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Lease Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Lease Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Lease Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Lease Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease when Landlord shall have determined that all of Tenant's obligations under this Lease have been fulfilled.

6. Article 5 of the Lease is replaced in its entirety with the following:

Tenant is granted the right to construct improvements (“Tenant Improvements”) to the interior of the East Room and 400 Building. All Tenant Improvements shall be subject to and in conformity with those provisions outlined in **Exhibit B**. Landlord shall have the right to approve the final plans for the Tenant Improvements, which approval shall not be unreasonably withheld, conditioned or delayed (approvals will be issued upon demonstration that proposed Tenant Improvements meets all applicable requirements of city adopted codes and standards). Upon Commencement of Construction (defined as the date upon which the Tenant has obtained all necessary permits and approvals for and has begun altering the East Room and/or the 400 Building in connection with construction activities) of the Tenant Improvements, the Tenant Improvements shall be deemed to include and be part of the Premises for all purposes hereunder and upon the expiration or termination of this Lease all Tenant Improvements shall be owned by Landlord. Both parties acknowledge that Tenant’s development of the Tenant Improvements is considered a “Public Work” as defined by WAC 296-127-010(7a)(ii) and therefore subject to certain bidding and prevailing wages. Tenant warrants that it will investigate all circumstances and requirements pertaining to the construction of the Tenant Improvements as a Public Work. Tenant agrees that any construction of the Tenant Improvements would be at its own cost and expense, and that Tenant is not an agent or construction agent of the City for purposes of its development of the Tenant Improvements. Abandonment of construction for a period of 6 consecutive months or more once construction of said Tenant Improvement has begun shall constitute a breach of this Lease and the City shall have all the rights afforded to it under Section 14 below, including but not limited to terminating this Lease.

7. A new Article 6.1.1 is added to the Lease and reads as follows:

6.1.1) 400 Building. Landlord shall, at their own cost and expense, be responsible for repair and maintenance of the following: the exterior of the 400 Building including: Exterior walls, roof, gutters, downspouts, foundation, exterior doors and windows. Landlord shall also be responsible for repair and maintenance of all sidewalks, landscaping, parking lots, Airport perimeter fencing and access gates (vehicular & pedestrian), with the exception of the doorbell and remote notification and access system that opens the pedestrian gate adjacent to the 400 building. The doorbell system is for the sole benefit of the Tenant and therefore shall be maintained by Tenant at Tenant's sole cost. Landlord shall not be required to repair damage which results from the act of negligence by the Tenant, his agents, servants, or employees. If Landlord refuses or neglects to complete repairs, either promptly or adequately, Tenant may but shall not be required to complete the repairs and Landlord shall pay the costs thereof.

8. A new Article 6.2.1 is added to the Lease and reads as follows:

6.2.1) 400 Building. Tenant shall, at their own cost and expense be responsible for repair and maintenance to the interior of the 400 Building, which shall include but not be limited to: interior walls, ceiling, flooring, electrical, wiring, electrical fixtures, plumbing, plumbing fixtures, and heating and air conditioning equipment. Tenant shall further be responsible at their sole cost and expense, for the repair and maintenance of the remote notification, doorbell and access system that opens the pedestrian gate adjacent to the 400 building and for their own janitorial and janitorial supplies. Tenant shall not be required to repair damage which results from acts of negligence by the Landlord, his agents, servants or employees, or when such damage is caused by any peril included within the Landlord's property insurance coverage. If Tenant refuses or neglects to commence or complete repairs within thirty days of written notice by the Landlord, Landlord may but shall not be required to commence or complete the repairs and Tenant shall pay the costs thereof to Landlord on demand.

9. A new Article 10.5 is added to the Lease and reads as follows:

10.5) 400 Building. Tenant shall be responsible for establishing and maintaining direct accounts with the City of Auburn and any other public or private providers of utilities used in or charged against the 400 Building as appropriate and to hold the Landlord harmless from any such charges. Such utilities shall include but not be limited to: power, water, sewer, storm, phone and internet.

10. The following contact is added to Article 12 – Notices:

Bradley Donaldson
2143 E Street NE, Ste 1
Auburn, WA 98002
206.851.2624
Bradley@Rainierflight.com

11. Article 19.1 of the Lease is replaced in its entirety with the following:

19.1) Signage. Tenant shall have the right at their sole cost and expense to install and maintain:

- (I)** two wall-mounted, illuminated or non-illuminated signs on the Administration building, one (1) on the east façade and one (1) above the Tenant's front (north facing) entrance; and
- (II)** two wall-mounted, illuminated or non-illuminated signs on the 400 Building, one (1) on the east façade and one (1) on either the north, south, or west façade.

Tenant shall have the right, at its sole cost and expense, to install signage on the existing monument sign. All signage shall comply with Chapter 18.56 of the Auburn City Code and any applicable Airport design standards. In the event of a conflict between the signage rights granted under this Lease and the requirements of Chapter 18.56 of the Auburn City Code, the provisions of Chapter 18.56 shall control.

No sign shall be installed or maintained that could be confusing, distracting, or hazardous to aircraft pilots, motorists, pedestrians, or other traffic.

Any additional wall-mounted, building-mounted, or freestanding signage desired by Tenant shall be subject to the prior written approval of the Airport Manager, may require additional compensation or other consideration as determined by Landlord, and shall be addressed in a separate written addendum to this Lease.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURES

By signing below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS AMENDMENT, AND AGREES TO IT.

TENANT
RAINIER FLIGHT SERVICE, LLC

LANDLORD
CITY OF AUBURN

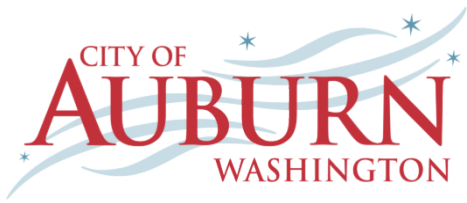
Gordon Alvord, Owner

Nancy Backus, Mayor

Bradley Donaldson, Owner

Approved as to Form:

Jason Whalen, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5913 (Martinson)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Office of Public Defense to accept and expend grant funds for Public Defense Services

Meeting Date:

June 15, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5913.)

Department:

Human Resources and Risk
Management

Attachments:

Resolution No. 5913, Exhibit A -
SPAR Grant

Budget Impact:

\$60,400

Administrative Recommendation:

City Council to adopt Resolution No. 5913.

Background for Motion:

Resolution No. 5913 would authorize the City to accept the \$60,400.00 in grant funding from the Washington State Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Program for public defense representation and consultation on certain drug possession and public use cases.

Background Summary:

The City of Auburn Human Resources Department is the recipient of a \$60,400.00 grant from the Washington State Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Program. This grant is for the purpose of assisting local jurisdictions in absorbing public defense costs associated with drug possession and public use cases. The grant award is specific to indigent defense counsel and can be utilized to offset costs associated with contracted conflict counsel representing such cases. Funds received under this grant must be utilized by June 30, 2027.

Councilmember: Clinton Taylor

Staff: Candis Martinson

RESOLUTION NO. 5913

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND THE OFFICE OF PUBLIC DEFENSE TO ACCEPT AND EXPEND GRANT FUNDS FOR PUBLIC DEFENSE SERVICES

WHEREAS, the Washington State Legislature in 2023 criminalized certain drug possession and public use offenses as misdemeanors under Second Engrossed Second Substitute Senate Bill (2E2SSB) 5536; and

WHEREAS, drug possession was a felony in Washington until 2021; and

WHEREAS, the new 2023 law potentially imposed a new or increased burden on the criminal legal systems of local jurisdictions; and

WHEREAS, in recognition of this potential the 2023 legislature appropriated funding under 2E2SSB 5536 to the State Office of Public Defense to administer a competitive reimbursement grant program, the purpose of which is to assist local jurisdictions in absorbing public defense costs associated with drug possession and public use cases; and

WHEREAS, the City of Auburn applied for and received an allocation from the State Office of Public Defense against which it may seek reimbursement for public defense representation and consultation on certain drug possession and public use cases; and

WHEREAS, the State Office of Public Defense requires its grant recipients to enter in a funding agreement outlining the conditions on use of the funds;

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

Section 1. The Mayor is authorized to execute an agreement between the City of Auburn and the Office of Public Defense to accept grant funds and to expend such funds. The agreement will be in substantial conformity with the agreement attached as Exhibit A.

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

Section 3. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

CONTRACT FACE SHEET

1. Recipient

CITY OF AUBURN
25 W Main St
Auburn, WA 98001

2. Recipient Representative

Nancy Backus
nbackus@auburnwa.gov
253-931-3040

3. Office of Public Defense (OPD)

711 Capitol Way South, Suite 106
PO Box 40957
Olympia, WA 98504-0957

4. OPD Representative

Grace O'Connor
grace.oconnor@opd.wa.gov
(564) 999-6612

5. Maximum Reimbursement Amount

\$60,400.00

6. Period of Performance

Wednesday, July 1, 2026 through Wednesday, June 30, 2027

7. Recipient Statewide Vendor Number:

SWV0002069-00

8. Contract Identification Number:

FY270085

9. Purpose

The purpose of this Agreement is to provide partial reimbursement to Recipient for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.

10. Acknowledgment

The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Contract and any attachments, exhibits and hyperlinked documents herein, and have executed this Contract on the date below. The rights and obligations of both parties are governed by this Contract and the other documents incorporated by reference.

11. Authority

The terms and conditions of this Contract are an integration of and constitute the final, entire, and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract and have authority to enter into this agreement.

INTERAGENCY AGREEMENT
between
WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
and
CITY OF AUBURN

CONTRACT NUMBER FY270085

1. PARTIES TO THE AGREEMENT

This Interagency Agreement (IAA) is made and entered into by and between the State of Washington acting by and through the Washington State Office of Public Defense, hereinafter referred to as “OPD,” and CITY OF AUBURN, hereinafter referred to as “Contractor” or “Recipient”. Collectively will be known as the “parties” and individually as the “party”.

2. PURPOSE

The purpose of this Agreement is to provide partial reimbursement to CITY OF AUBURN (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.

3. PERIOD OF AGREEMENT

Subject to its other provisions, the period of agreement under this Contract will commence on Wednesday, July 1, 2026, and run through Wednesday, June 30, 2027, unless terminated sooner or extended, as provided herein.

4. MAXIMUM REIMBURSEMENT AMOUNT

- A. OPD shall reimburse for authorized expenses as identified in Section 6, Authorized Reimbursable Expenses.
- B. OPD will subtract from reimbursement amounts where Recipient or Recipient’s court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.
- C. The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$60,400.00 for the period of this Agreement.
- D. Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Contract in writing to increase the allocated maximum reimbursement amount.

5. TERMS OF REIMBURSEMENT

- A. OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (H) below.
- B. OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include case numbers during the invoice time period and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- C. Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment method associated with Recipient's Statewide Vendor Number.
- D. OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- E. OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- F. Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 4(D) Maximum Reimbursement Amount. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 4(D), and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.
- G. Reimbursable expenses must be incurred between Wednesday, July 1, 2026 and Wednesday, June 30, 2027. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- H. Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule.
 - 1. Known expenses for July 1 through September 30, 2026 shall be submitted by November 1, 2026.
 - 2. Known expenses for October 1 through December 31, 2026 shall be submitted by February 1, 2027.
 - 3. Known expenses for January 1 through March 31, 2027 shall be submitted by May 1, 2027.
 - 4. Known expenses for April 1 through June 30, 2027 shall be submitted by July 15, 2027.
- I. OPD understands Recipient's contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in sub-section (H) above, except for and subject to the limitation set forth in sub-section (j) below.

- J. OPD's fiscal year runs from July 1, 2026 to June 30, 2027. Recipient must submit invoices for costs incurred during the performance period by July 15, 2027, or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after July 15, 2027.

6. AUTHORIZED REIMBURSABLE EXPENSES

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 4 Maximum Reimbursement Amount, for the following costs, subject to the provisions in Section 7 Duplication of Billed Costs and Section 8 Disallowed Costs.

- A. Compensation for attorney Representation on Qualifying Cases.
- B. Compensation for attorney Consultation on Qualifying Cases.
- C. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases.
- D. Investigation costs associated with Qualifying Cases.
- E. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
- F. Interpreter costs (out-of-court) on Qualifying Cases.
- G. Pre-approved training events for attorneys and defender professional staff.
- H. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge.
- I. Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

7. DUPLICATION OF BILLED COSTS

Recipient shall not bill OPD for services performed under this Contract, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

8. DISALLOWED COSTS

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

9. ADDITIONAL DEFINITIONS

- A. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.
- B. "Consultation" means consultation for a client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a client during the pendency of pre-trial Diversion.
- C. "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.
- D. "Pre-File Diversion" means an opportunity for a client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-

File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

- E. "Pre-Trial Diversion" means an opportunity for a client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- F. "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.
- G. "Qualifying Case" means a proceeding filed against a client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- H. "Representation" means appointment to represent clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent clients for Alternatives to Prosecution, including on motions to terminate clients from Alternatives to Prosecution.
- I. "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. OVERSIGHT

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to public defense attorneys, judicial officers, and city or county representatives.

11. AGREEMENT MANAGEMENT

The Parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Contract, each of whom shall be the principal contact for business activities under this Contract. The Parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by email as set forth below or to such other address or email address as the Parties may specify in writing.

The notice period for any termination for convenience shall be 30 days written notice.

Office of Public Defense
Attn: Grace O'Connor
PO Box 40957
Olympia, WA 98504-0957
Tel: (564) 999-6612
Email: grace.oconnor@opd.wa.gov

CITY OF AUBURN
Attn: Nancy Backus
25 W Main St
Tel: 253-931-3040
Email: nbackus@auburnwa.gov

12. RIGHTS IN DATA

OPD shall own all rights, title, and interest in and to all materials developed and delivered under this Contract. The Recipient grants to OPD royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this Contract for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the

materials to any other person or organization for any purpose without the express written authorization of the Recipient.

Materials provided by OPD to the Recipient remain the sole property of OPD and cannot be used by the Recipient for purposes beyond this Contract without the express written authorization of OPD.

13. RESPONSIBILITY OF THE PARTIES

Each party to this Contract assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

14. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Terms and Conditions as contained in this basic Contract instrument.
- C. General Terms and Conditions.
- D. Any other provision, term, or material incorporated herein by reference.

15. GENERAL TERMS AND CONDITIONS

15.1. DEFINITIONS

As used throughout this Contract, the following terms have the meanings set forth below:

- A. "Client" means an individual receiving services under this Contract.
- B. "Contractor" and "Recipient" means that agency, firm, provider organization, individual, or other entity performing services or receiving an award under this Contract. It includes any subcontractor retained by Contractor/Recipient as permitted under the terms of this Contract.
- C. "OPD" means the Washington State Office of Public Defense, any division, section, office, unit, or other entity of OPD, or any of the officers or other officials lawfully representing OPD.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "SAAM" means the State Administrative & Accounting Manual. It provides control and accountability over financial and administrative affairs of the state and assists agencies in gathering and maintaining information needed for the preparation of financial statements.
- F. "Subcontractor" means one not in the employment of the Contractor/Recipient who is performing all or part of those services under this Contract under a separate contract with Contractor/Recipient, regardless of tier.

15.2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

15.3. ASSIGNMENT

Contractor/Recipient shall not transfer nor assign this Contract or any portion thereof; any right or benefit accruing to Contractor under this Contract; or any claim arising under this Contract without prior written consent of OPD.

15.4. AMERICANS WITH DISABILITIES ACT

Contractor/Recipient must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications and the Washington Law Against Discrimination RCW 49.60.

15.5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

15.6. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

15.7. CERTIFICATION REGARDING DEBARMENT

Contractor/Recipient, by signature to this Contract, certifies that the Contractor/Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor/Recipient also agrees to include the above requirement in any and all Subcontracts into which it enters.

Contractor/Recipient certifies that the Contractor/Recipient has not received notice to either fine or debar from the Department of Enterprise Services pursuant to Chapter 39.26.200 RCW, Procurement of Goods and Services, and shall remain in compliance throughout the term of this Contract.

Contractor/Recipient shall immediately notify OPD if, during the term of this Contract, Contractor/Recipient becomes Debarred. OPD may immediately terminate this Contract by providing Contractor/Recipient written notice if Contractor/Recipient becomes Debarred during the term hereof.

15.8. CERTIFICATION REGARDING ETHICS

Contractor/Recipient certifies that the Contractor/Recipient is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, or any other related statute, and any other applicable court rule or state or federal law related to ethics, throughout the term of this Contract.

15.9. CERTIFICATION REGARDING PAY EQUITY

Pursuant to Engrossed Substitute Senate Bill 5167, 69th Legislature, 2025 Regular Session, Section 914 and Chapter 49.58 RCW Washington Equal Pay and Opportunities Act, Contractor/Recipient affirms equality among its workers by ensuring similarly employed individuals are compensated as equals.

15.10. CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure or fiscal reporting responsibility of Contractor/Recipient, Contractor/Recipient shall notify OPD in writing or by email of the change as soon as is practicable, but no later than 30 days after the change.

15.11. CHANGES AND MODIFICATIONS

Any change or modification to this Contract must be in writing and signed by both parties.

15.12. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15.13. CORRECTIONS

If there are non-substantive typographical, grammar, scrivener's or drafting errors (such as erroneous numerical figures, incorrect dates, misspelled words, errant commas, etc.), OPD reserves the right to correct said errors at any time, without prior notice.

15.14. COUNTERPARTS

This Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Execution of this Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Contract. Signatures delivered by email in PDF format or facsimile will be binding for all purposes.

15.15. DISPUTES

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute.

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties shall participate in mediation in good faith. The parties shall choose the mediator by agreement. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation must precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement will be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute resolution board or arbitration.

15.16. ELECTRONIC SIGNATURES

An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

15.17. EXHIBITS AND HYPERLINKS

Each of the exhibits referenced herein or attached hereto and documents hyperlinked herein are incorporated into this Agreement.

15.18. FORCE MAJEURE

Neither Contractor/Recipient nor OPD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

In the event a Force Majeure occurs after the effective date and prior to completion or expiration date of this Contract, OPD, at its sole discretion, may elect to suspend performance of the Contract until OPD determines the Force Majeure event resolved. OPD may exercise this option with no notification restrictions.

15.19. GOVERNING LAW AND VENUE

This Contract will be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder must be in the Superior Court for Thurston County.

15.20. HARASSMENT

Contractor/Recipient shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor/Recipient interacts in the performance of this Contract.

15.21. HEADINGS & CAPTIONS

The headings and captions used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

15.22. INDEMNIFICATION

Contractor/Recipient shall defend, protect, and hold harmless the state of Washington, including all elected officials, public agencies, officers, and employees thereof, from and against all claims, suits, and actions, including all costs of defense, arising from any negligent act or omission of Contractor/Recipient or any authorized subcontractor or any employee or agent of either, in the performance of this Contract.

15.23. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be considered or construed to be employees or agents of the other party for any purpose whatsoever. Moreover, Contractor/Recipient shall not hold themselves out as employees of OPD.

As provided in Chapter 236 Laws of 2012 and Washington Public Employees' Retirement System RCW 41.40.010 section 13(c), Contractor/Recipient and any employees of Contractor/Recipient providing services under this Contract are not, as a result of providing services under this Contract, eligible for any public benefits, including membership in any public retirement programs of the State of Washington.

15.24. INSURANCE INDUSTRIAL COVERAGE

If required by law, Contractor/Recipient shall provide or purchase industrial insurance coverage prior to performing work under this Contract. OPD will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor/Recipient or any authorized subcontractor or employee of Contractor/Recipient that might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by Contractor/Recipient; Contractor/Recipient shall indemnify OPD and guarantee payment of such amounts.

15.25. INSURANCE LIABILITY COVERAGE

Unless otherwise specified herein, Contractor/Recipient shall maintain adequate insurance coverage. OPD will not be responsible for payment of insurance premiums. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of Contractor/Recipient or subcontractor or agents of either while performing under the terms of this Contract.

Contractor/Recipient shall, prior to commencement of this Contract, obtain, at its sole cost and expense, and at all times during the term of this Contract, maintain insurance coverage. Failure to maintain sufficient coverage shall not relieve the Contractor/Recipient of its duty of indemnification as stated in this Contract.

Contractor/Recipient agrees to provide evidence of insurance coverage upon request from OPD. If Contractor/Recipient is a government agency covered by a governmental self-insurance program, it can provide verification of self-insurance to satisfy the evidence of insurance requirement.

Contractor/Recipient is advised to assess services delivered pursuant to this Contract and to purchase insurance coverage for risks associated with those services. For example, while not necessarily required under the Contract, services may involve advising clients or associated parties, hosting clients or associated parties on its premises, transporting clients or associated parties in its vehicle, or storing personal information associated with a client or associated parties on its electronic systems, amongst others. Consequently, pursuant to the assessment, Contractor/Recipient may determine to purchase insurance policies like professional liability errors and omissions coverage, general liability coverage, business use automobile coverage, or cyber risk liability coverage, amongst others, for perils associated with those activities.

Contractor/Recipient is advised to carry short term disability insurance for any extended unavailability due to illness, injury, or similar.

Failure to provide and maintain insurance as required may result in termination of the Contract.

By requiring insurance, the State of Washington and OPD do not represent that the coverage and limits specified will be adequate to protect the Contractor/Recipient. Such coverage and limits shall not be construed to relieve the Contractor/Recipient from liability in excess of the required coverage and limits and shall not limit the

Contractor's/Recipient's liability under the indemnities and reimbursements granted to the State and OPD in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Contractor/Recipient waives all rights, claims, and causes of action against the State of Washington and OPD for the recovery of damages covered by insurance maintained by Contractor/Recipient.

15.26. LAWS

Contractor/Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

15.27. LICENSING AND ACCREDITATION STANDARDS

Contractor/Recipient shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary in the performance of this Contract.

15.28. NON-DISCRIMINATION

Contractor/Recipient shall comply with all federal and state nondiscrimination laws, regulations, and policies in the performance of this Contract. Contractor/Recipient shall not discriminate against any client or person with whom Contractor/Recipient interacts in the performance of this Contract because of race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; or English proficiency or speaking accent. In the event of Contractor's/Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, OPD may terminate this Contract in whole or in part in accordance with the Termination for Default section below, and OPD may declare Contractor/Recipient ineligible for further contracts with OPD.

15.29. NON-EXCLUSIVITY

This Contract is non-exclusive. During the term of this Contract, OPD reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Contract shall be construed to limit in any way OPD's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as OPD may in its sole discretion deem appropriate.

15.30. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon expiration or termination of this Contract, Contractor/Recipient shall continue to fulfill Contractor's/Recipient's obligations with respect to any Services and provisions of this Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of this Contract.

15.31. OVERPAYMENTS

If an audit of Contractor's/Recipient's or OPD's records determines that fees paid pursuant to this Contract are in excess of those authorized under this Contract, Contractor/Recipient shall immediately reimburse OPD for any excess amounts as determined by such audit.

15.32. POLITICAL ACTIVITIES

Political activities of Contractor's/Recipient's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508. None of the funds provided under this Contract shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before any federal, state, or local government, ballot measures or candidacy of any person for public office.

15.33. PRIVACY PROTECTION

Information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor/Recipient and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons confidential information without the express written consent of OPD or as provided by law or applicable rules of professional conduct. Contractor/Recipient agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to any confidential information that comes into Contractor's/Recipient's possession as a result of the work performed under this Contract.

Confidential information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, or health care or state security information.

15.34. PROFESSIONAL COURTESY AND CONDUCT

Contractor/Recipient agrees to conduct all interactions with clients, peers, OPD, and the justice system, in a professional, respectful, and courteous manner. The parties shall strive to maintain a collaborative and constructive working relationship, avoiding any behavior that could be perceived as hostile, disrespectful, or disruptive. This includes timely communication, responsiveness to inquiries, and adherence to mutually agreed timelines. OPD likewise agrees to extend the same level of professional courtesy to the Contractor/Recipient.

15.35. PUBLIC INFORMATION

Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's General Rule 31.1, Access to Administrative Records.

Contractor/Recipient, when submitting records to OPD or otherwise making written inquiries or requests to OPD, shall redact any confidential information contained therein and shall not identify clients or other case-related parties by name, unless specifically requested by OPD to do so.

15.36. PUBLICITY

Contractor/Recipient shall submit to OPD all advertising and publicity materials relating to this Contract wherein OPD's name is mentioned or language is used from which the connection of OPD may, in OPD's judgment, be inferred or implied. Contractor/Recipient shall not publish or use such advertising and publicity materials without OPD's prior written consent.

15.37. RECAPTURE

If the Contractor/Recipient fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of the Contract, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

15.38. RECORDS, DOCUMENTS, AND REPORTS

Contractor/Recipient shall maintain books, records, documents, data, and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Contractor/Recipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, will be subject at all reasonable times to inspection, review, or audit by OPD, personnel duly authorized by the OPD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six-year period, Contractor/Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved.

15.39. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor/Recipient shall complete registration with the Washington State Department of Revenue and shall be responsible for payment of all taxes due on payments made under this Contract.

15.40. REGISTRATION WITH STATEWIDE VENDOR REGISTRY

OPD will process payments using the Contractor's/Recipient's or authorized service provider's statewide vendor number (SWV). Contractor/Recipient or authorized service provider shall complete registration for the SWV and maintain its accuracy with the Washington State Office of Financial Management, Statewide Vendor/Payee Services. Contractor/Recipient may find all information regarding registration at: <https://ofm.wa.gov/tech-support/statewide-vendor-payee-services>. OPD cannot guarantee timely payment without the Contractor's/Recipient's or authorized service provider's current SWV.

15.41. RIGHT TO INSPECTION

At no additional cost, all records relating to the Contractor's/Recipient's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor/Recipient shall provide access to its facilities for this purpose.

15.42. RIGHT TO MONITOR

Contractor/Recipient shall provide right of access to its facilities to OPD or any of its officers at all reasonable times in order for OPD to monitor and evaluate performance, compliance, and quality assurance under this Contract, not to include inspection of confidential client information. OPD shall perform all inspections and evaluations in such a manner that will not unduly interfere with Contractor's/Recipient's business or work hereunder.

15.43. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract. To this end, the provisions of this Contract are declared to be severable.

15.44. SUBCONTRACTING

Neither Contractor/Recipient nor any OPD approved subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of OPD. Contractor's employees are not considered subcontractors.

In no event will the existence of a subcontract operate to release or reduce the liability of Contractor/Recipient to OPD for any breach in the performance of Contractor's/Recipient's duties. If Contractor/Recipient violates this provision OPD may, at its option, terminate this Contract in accordance with the Termination for Default section below.

15.45. SURVIVORSHIP

The terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Contract shall so survive.

15.46. SUSPENSION FOR CONVENIENCE

OPD may suspend this Contract or any portion thereof for a temporary period by providing written notice to the Contractor/Recipient a minimum of seven (7) calendar days before the suspension date. Contractor/Recipient shall resume performance on the first business day following the suspension period unless another day is specified in writing by OPD prior to the expiration of the suspension period.

15.47. TAXES

Where required by statute or regulation, Contractor/Recipient shall pay for and maintain in current status all taxes that are necessary for Contract performance. If Contractor/Recipient is a business registered out-of-state or out-of-country, then OPD will pay use taxes, if any, imposed on the services and materials acquired hereunder, to the Washington State Department of Revenue (DOR) on behalf of the Contractor/Recipient.

Contractor/Recipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract. An Out-of-State Contractor/Recipient must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information.

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor/Recipient or Contractor's/Recipient's staff shall be Contractor's/Recipient's sole responsibility.

15.48. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either party may, by written notice, beginning on the second day after the mailing, provide notice to terminate this Contract in whole or in part. If this Contract is so terminated, OPD will be liable only for payment required under the terms of this Contract for services rendered prior to the effective date of termination.

15.49. TERMINATION FOR DEFAULT/CAUSE

OPD may terminate this Contract for default, in whole or in part, by written notice to Contractor/Recipient if OPD has a reasonable basis to believe that Contractor/Recipient has:

- failed to meet or maintain any requirement for contracting with OPD.
- failed to render adequate representation or services to clients or willfully disregarded the rights and best interests of the client.
- failed to perform under or otherwise breached any term or condition of this Contract.
- violated any applicable law or regulation.
- or otherwise breached any provision or condition of this Contract.

If it is later determined that Contractor/Recipient was not in default, the termination will be considered a termination for convenience.

15.50. TERMINATION OR SUSPENSION FOR NON-AVAILABILITY OF FUNDS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Contract, in whole or part, for convenience or to renegotiate the Contract subject to new funding limitations and conditions.

15.51. TERMINATION PROCEDURE

Upon expiration, suspension, or termination of this Contract, and except as otherwise directed by OPD, Contractor/Recipient shall comply with all directions contained in OPD's notice of expiration, suspension, or termination, including:

- stopping work on any cases, services or deliverables where OPD directs the cessation of work.
- completing work on any cases, services or deliverables where OPD directs the completion of work.
- complying with any other requirements for completion of work that OPD specifies.

On termination, OPD may withhold from any amounts due Contractor/Recipient for completed work, services or deliverables such sum as OPD determines to be reasonably necessary to protect OPD against potential loss or liability.

The rights of and remedies available to OPD provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

In the event of termination of this Contract, OPD reserves the right to require a bond to assure completion of the work by Contractor/Recipient, pursuant to state law.

15.52. TRAVEL

If there are OPD-approved travel expenses, including but not limited to, airfare, mileage, and lodging, they will be purchased or reimbursed in accordance with the Washington State Office of Financial Management's (OFM) State Accounting and Administrative Manual (SAAM) travel policies and rates or its successor the Washington Administrative and Accounting Manual (WAAM). OPD may have more restrictive procedures or applicable OPD policies further limiting travel expense purchases or reimbursement.

15.53. WAIVER OF DEFAULT

Waiver of any default or breach under this Contract will not be deemed to be a waiver of any subsequent default or breach. Waiver will not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by OPD's Director or the Director's designee.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

FOR RECIPIENT

SIGNATURE

Nancy Backus

FULL NAME
Mayor

TITLE

DATE SIGNED

FOR OPD

SIGNATURE

Grace O'Connor

FULL NAME

Supervising Attorney

TITLE

DATE SIGNED

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.