 <p><b>CITY OF AUBURN WASHINGTON</b></p>	<p align="center"><b>City Council Study Session September 30, 2024 - 5:30 PM City Hall Council Chambers AGENDA</b></p> <p align="center"><b>Watch the meeting video</b></p> <p>Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The Auburn City Council Study Session Meeting scheduled for Monday, September 30, 2024, at 5:30 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/83980087303>

B. Roll Call

III. AGENDA MODIFICATIONS

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Comprehensive Safety Action Plan (Gaub) (40 Minutes)

B. Ordinance No. 6951 (Gaub) (10 Minutes)

An Ordinance granting a franchise for Wireless Telecommunications to T-Mobile West LLC, a Delaware Limited Liability Company

C. Resolution No. 5785 (Whalen/Gaub) (5 Minutes)

A Resolution authorizing the Mayor to execute amendments to certain Auburn Municipal Airport Land Leases relating to the implementation of the 2025 Fair Market Value Lease Rate Adjustment

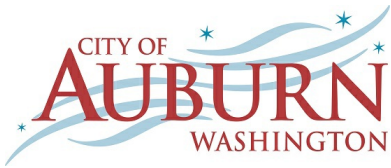
D. Resolution No. 5786 (Whalen) (5 Minutes)

A Resolution authorizing the Mayor to execute an Airport Office Space Lease Early Termination with SpanaFlight LLC and execute a new Airport Office Space Lease with Rainier Flight Services, LLC

E. Council Rules of Procedure (Council) (60 Minutes)

VI. ADJOURNMENT

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



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Comprehensive Safety Action Plan (Gaub) (40 Minutes)

**Date:**

September 25, 2024

**Department:**

Public Works

**Attachments:**

[Presentation](#)  
[2024 Final Draft CSAP](#)  
[Resolution No. 5789](#)

**Budget Impact:**

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

**Administrative Recommendation:**

For discussion only.

**Background for Motion:****Background Summary:**

The City is preparing a Comprehensive Safety Action Plan (CSAP) that builds upon the City's Local Road Safety Plan to utilize crash data, public input, and other information to identify and analyze factors that could increase the likelihood of serious injury or fatal crashes. The CSAP provides a menu of countermeasure options that could help mitigate or reduce those risks and packages some of those countermeasures into projects or programs. The CSAP will become a part of the City's Comprehensive Transportation Plan and is currently a prerequisite for Safe Streets for All Grants and is anticipated to be a prerequisite for future Puget Sound Regional Council (PSRC) and other grant programs.

The 2024 CSAP will be presented and discussed. A Resolution to adopt the CSAP and to establish a goal and vision to significantly reduce and eventually eliminate serious injury and fatality crashes will be discussed.

**Reviewed by Council Committees:**

**Councilmember:** Tracy Taylor

**Staff:** Ingrid Gaub

**Meeting Date:** September 30, 2024

Item Number:

ENGINEERING SERVICES

**2024 COMPREHENSIVE  
TRANSPORTATION SAFETY  
ACTION PLAN**

**RESOLUTION #5789**

JACOB SWEETING, CITY ENGINEER

TAYLOR WHITAKER, SENIOR TRANSPORTATION PLANNER  
(FEHR AND PEERS)

**CITY COUNCIL STUDY SESSION**

**SEPTEMBER 30, 2024**

Public Works Department

Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN  
VALUES

S E R V I C E

E N V I R O N M E N T

E C O N O M Y

C H A R A C T E R

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

W E L L N E S S

C E L E B R A T I O N

# CSAP DISCUSSION AGENDA

- What? Why? How?
- Findings
- Projects and actions to improve safety
- Implementation, performance monitoring, updates
- Next Steps, Resolution

## WHAT? WHY? HOW?

- Per USDOT, safety action plans include:
  - Goal setting and leadership commitment
  - Planning structure
  - Safety analysis
  - Engagement and collaboration
  - Equity
  - Policy and process changes
  - Strategy and project selections
  - Progress and transparency

## WHAT? WHY? HOW?

- Reduce serious injuries and fatalities – SAVE LIVES
- Plan and prioritize safety investments
- Pursue safety for everyone
- Maintain grant eligibility
- Monitor and report on progress

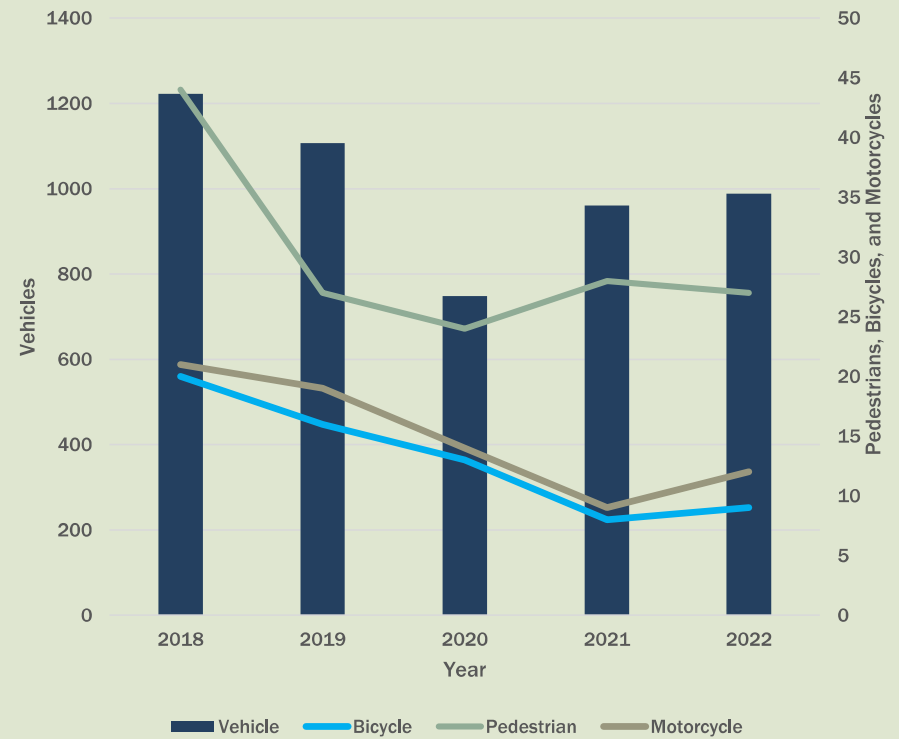
## WHAT? WHY? HOW?

1. Collect and analyze crash data
2. Identify crash risk factors
3. Identify areas of higher crash rates leading to someone being killed or seriously injured (KSI Crashes)
4. Collect feedback from community
5. Identify demographic information and equity considerations
6. Develop policies, programs, and projects
7. Implement, monitor, report, adjust



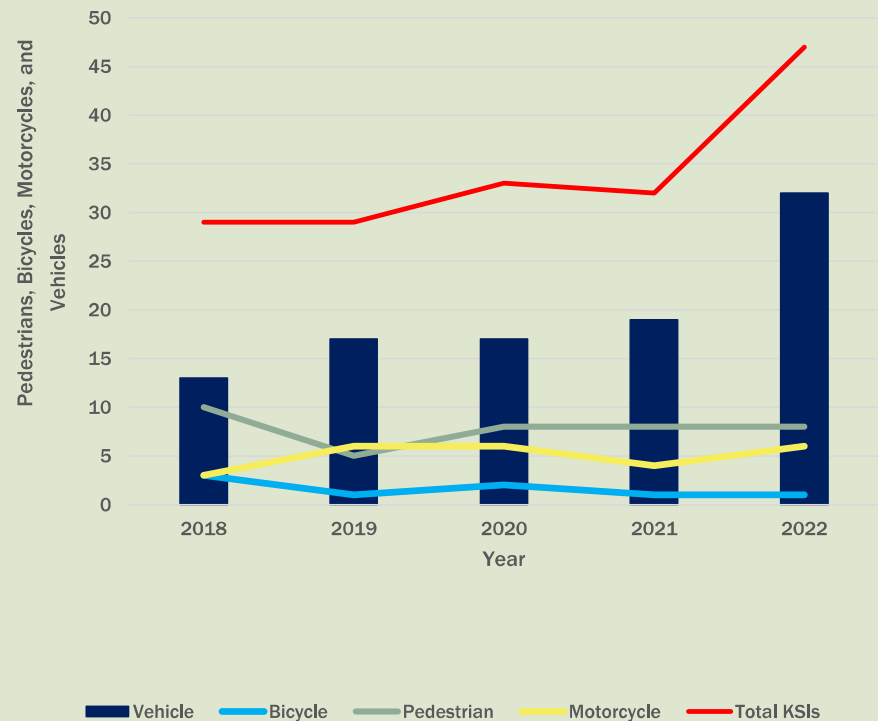
# ALL CRASH DATA (2018 TO 2022)

- 7 People killed and 32 people seriously injured on average per year



# KSI CRASH DATA (2018 TO 2022)

- KSI (Fatal or Serious Injury)
  - 18% related to distracted driving
  - 15% under the influence of alcohol or drugs
  - 24% involved a fixed object
  - 19% related to not granting right of way
  - 19% involved a turning movement
  - 18% related to high speeds



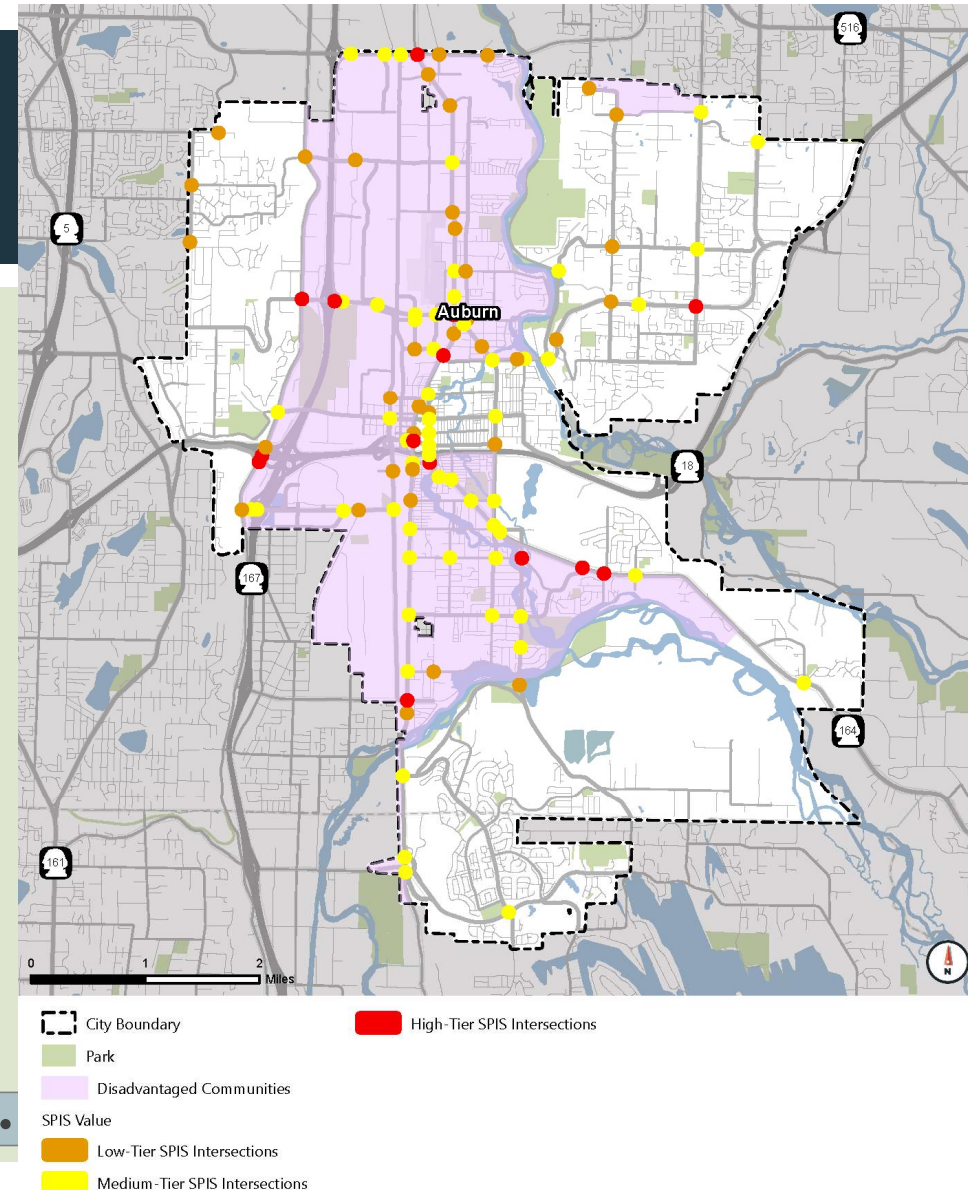
# PRIORITIZATION

1. Identification of priority locations using:
  1. Safety Priority Index System (SPIS) Analysis,
  2. Safety Emphasis Corridors, and
  3. Crash Likelihood Factors
2. Evaluation of each location for City projects
3. Evaluation of disadvantaged communities and community feedback
4. Project and countermeasure identification

# CRASH DATA ANALYSIS

- Intersection safety priority index score (SPIS)
  - 100+ intersections reviewed
  - SPIS score assigned using crash history and volumes
  - 15 intersection with highest SPIS score identified

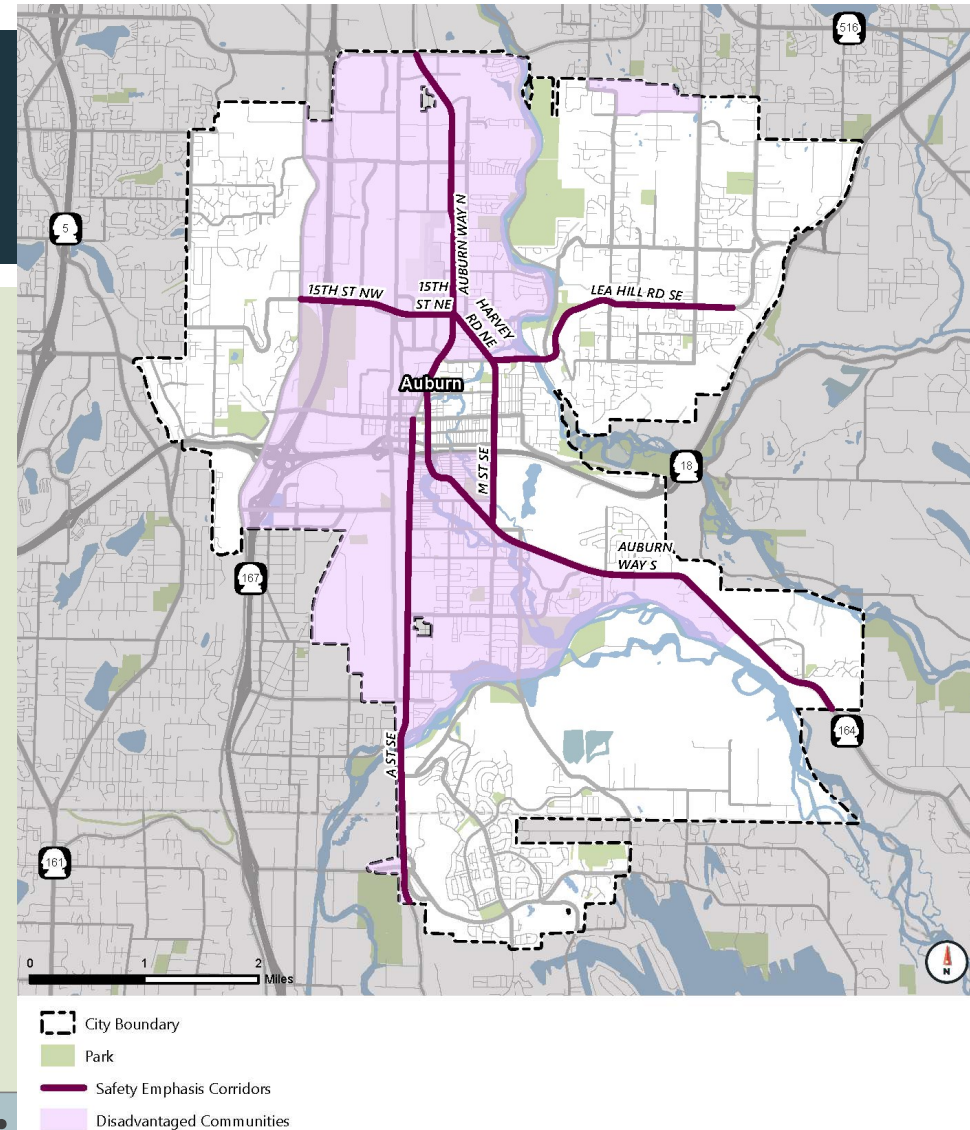
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# CRASH DATA ANALYSIS

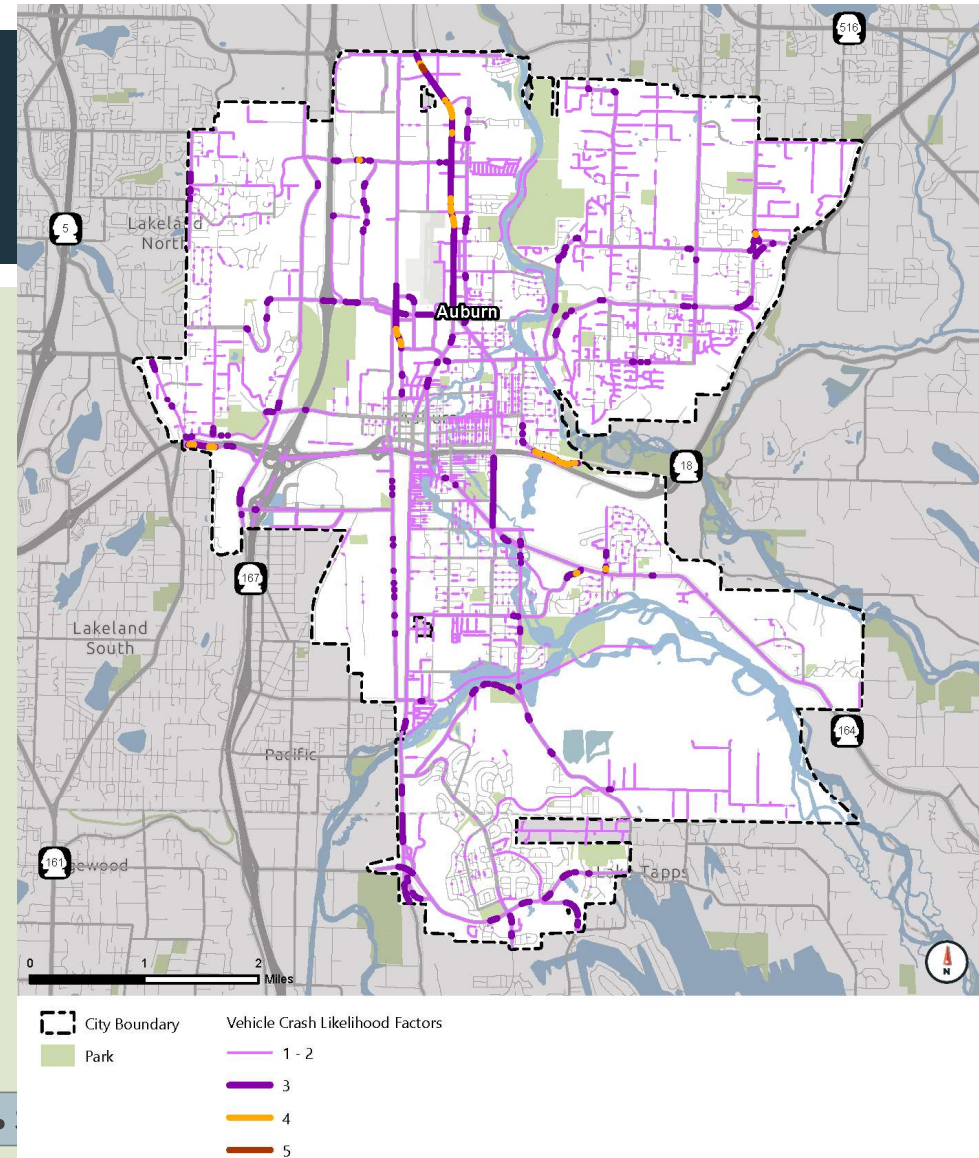
- Corridors w/higher frequency of KSIs
  - **59% of crashes occurred on 6% of streets**
  - 6 corridor segments identified and evaluated
  - Crash types, risk factors, intersections w/high SPIS scores

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## Vehicle Risk Factors

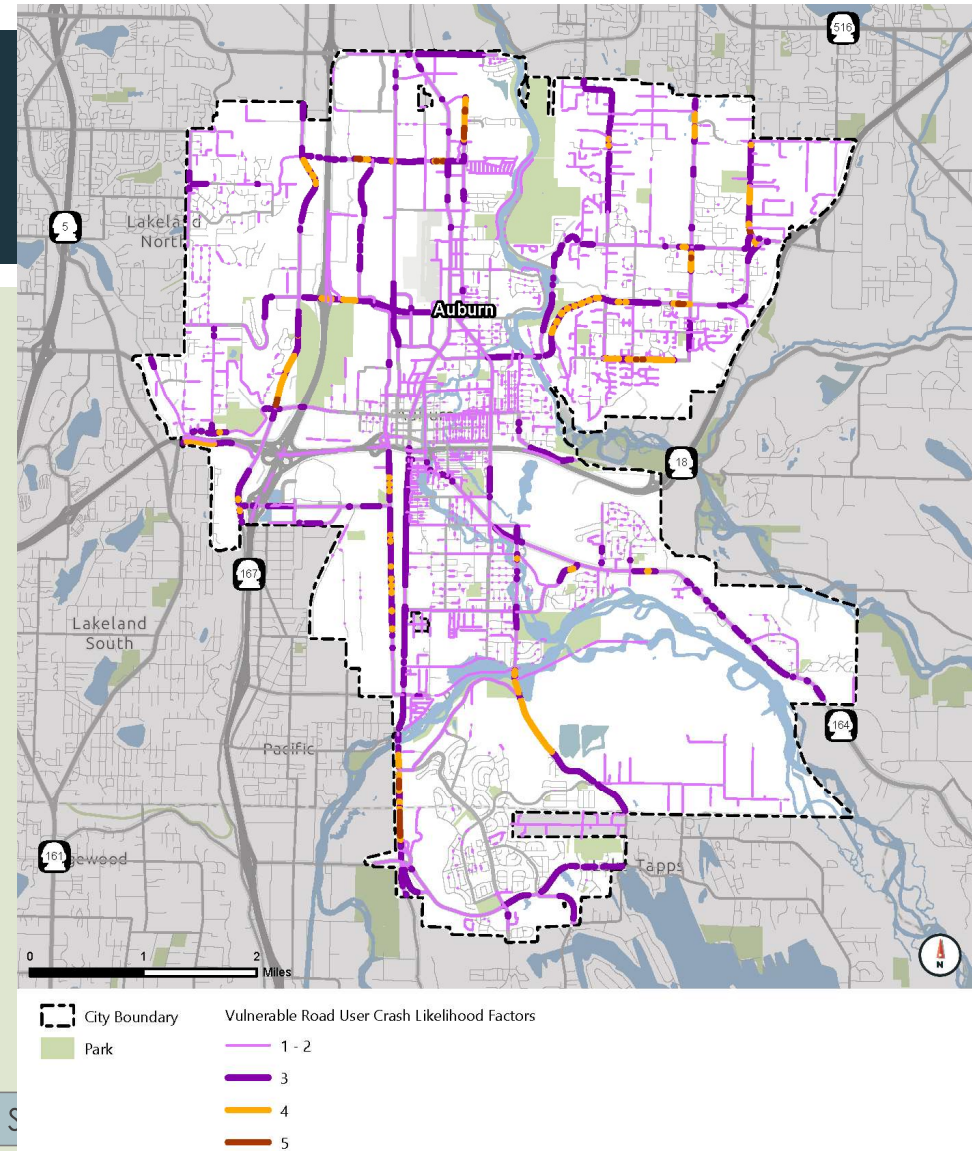
1. Posted Speed Limit Greater than or equal to 35 MPH on Arterials
2. Streetlight Spacing
3. Land Use – Commercial
4. Horizontal Curves



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## VRU Risk Factors

1. Posted Speed Limit Greater than or equal to 35 MPH on Arterials
2. Streetlight Spacing
3. Land Use – Commercial
4. Facility Does Not Meet LTS Standard (Bicycle)
5. Sidewalks missing on one or both side of arterial or collector (pedestrian)



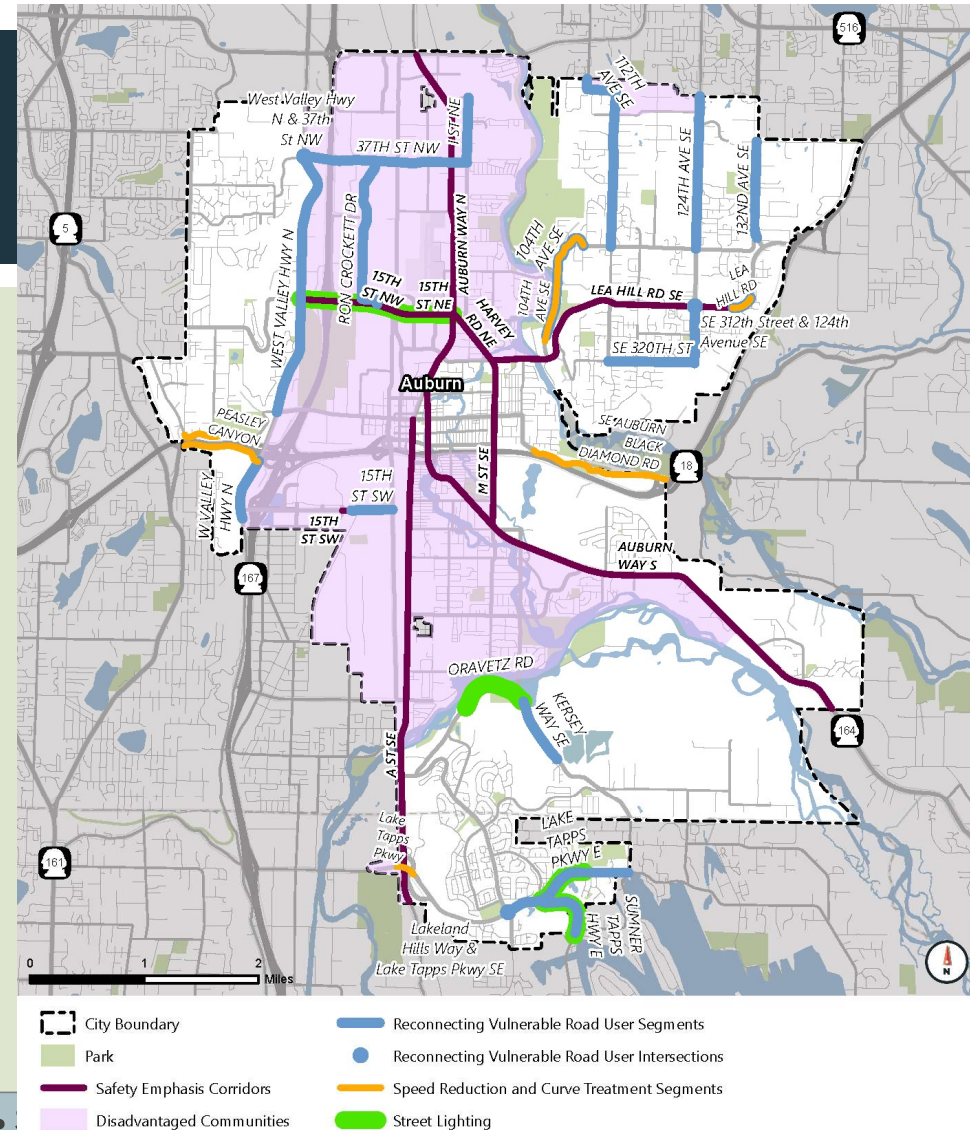
## PROJECTS AND ACTIONS TO IMPROVE SAFETY

- Screen preliminary priority locations that have recent, underway, or near planned projects to address safety concerns/risks.
- Consider community feedback and equity
- Identify specific project themes and related countermeasures



# FINAL PRIORITY PROJECT LOCATIONS

- Safety Emphasis Corridors
- Locations w/speeding and roadway curves
- Locations w/vulnerable user risk factors



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# IMPLEMENTATION AND PERFORMANCE MONITORING

- **Proven Safety Countermeasures**
- **Oversight & Accountability** by forming an advisory committee.
- **Communication** with stakeholders and community members.
- **Funding** pursuit for the most competitive projects.
- **Identify Target Metrics & Measure Performance** to measure outcomes and investments, track, and report performance.
- **Phasing & Sequencing** for ongoing/long-term investment, with time horizons.
- **Update the Plan Regularly**

# PERFORMANCE MONITORING

## Safety Report Card (to be included in updated CSAP every other year)

<i>Performance Measure</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>Average</i>
KSI crashes	29	29	33	32	47	<b>34</b>
KSI crashes involving vulnerable road users	13	6	10	9	9	<b>9</b>
Vulnerable road user crashes	64	43	37	36	36	<b>43</b>
Fatalities	10	5	6	5	8	<b>7</b>
KSI crashes on the Safety Emphasis Corridors.	18	14	22	21	30	<b>21</b>

Source: WSDOT Crash Data 2018-2022; Fehr & Peers, 2024

# RESOLUTION 5789

- **Adopts the 2024 Comprehensive Safety Action Plan**
- **Establishes Safety Vision:** Eventually have zero roadway fatalities and serious injuries.
- **Establishes Safety Goal:** 30% reduction in fatalities and serious injuries by 2040

# PERFORMANCE MONITORING

- **2040 Goal:**
  - KSI Crashes: Reduction from 34 to 24
  - KSI Crashes Involving Vulnerable Road Users: from 9 to 6
  - Fatalities: from 7 to 5
  - KSI Crashes on Safety Emphasis Corridors: from 21 to 15
- **Long Term Vision:**
  - Eventually Reach Zero for All

# NEXT STEPS

- **October 7, Resolution 5789**
- **November/December, Comprehensive Transportation Plan**
- **Implementation**
- **Prepare and Report Update/Report Card (2026)**

# DRAFT AUBURN COMPREHENSIVE SAFETY ACTION PLAN

Prepared for:  
City of Auburn  
Adopted by Resolution 5789

9/16/2024

(2018-2022 WSDOT Crash Data)

FEHR  PEERS

# Table of Contents

---

<b>Executive Summary</b> .....	<b>7</b>
Auburn Today.....	7
Our Approach.....	8
The Future of Auburn.....	9
<b>Index of Key Terms</b> .....	<b>10</b>
<b>Chapter 1: Background</b> .....	<b>1</b>
Safe System Approach .....	1
Auburn Today.....	2
Demographics.....	3
Build on Prior Safety Investments .....	6
Plans.....	6
Projects .....	8
Limitations on Use.....	10
<b>Chapter 2: Engage</b> .....	<b>11</b>
Online Engagement .....	11
Safety Specific Survey Questions and Interactive Map.....	11
Comprehensive Transportation Plan.....	11
Citywide Public Request Tool (See-Click-Fix) .....	12
Transportation Advisory Board and City Council Presentations .....	12
<b>Chapter 3: Analyze</b> .....	<b>14</b>
Key Crash Trends.....	14
Safety Priority Index System (SPIS) Analysis.....	16
Factors Influencing Crash Likelihood .....	18
Crash Likelihood Mapping .....	19
<b>Chapter 4: Assessment</b> .....	<b>22</b>
Priority Location Assessment .....	22
Step 1 Preliminary Priority Location Identification.....	22
Step 2 Preliminary Priority Location Screening.....	27
Source: Fehr & Peers, 2024.....	28
Step 3 Equity and Community Feedback .....	28



Step 4 Project and Countermeasure Identification .....	28
Final Priority Project Locations .....	44
<b>Chapter 5: Identify .....</b>	<b>46</b>
Proven Safety Countermeasures .....	46
Safe System Action Plan .....	46
Implementation Strategies .....	51
Evaluation Strategies .....	54

## Appendices

---

- Appendix A: Online Engagement Results
- Appendix B: SPIS Intersection Analysis
- Appendix C: Countermeasure Toolbox

## List of Figures

---

Figure 1: Disadvantaged Communities (ETC Explorer) .....	5
Figure 2: Completed Capital Projects .....	9
Figure 3: Online Engagement .....	13
Figure 4: Crashes by Mode, by Year.....	15
Figure 6: SPIS Intersections .....	17
Figure 7: Vehicle Crash Likelihood.....	20
Figure 8: Vulnerable Road User Crash Likelihood Factors .....	21
Figure 9: Road Segments w/3 or More Crash Likelihood Factors Score .....	23
Figure 10: Top 15 SPIS Intersections.....	26
Figure 11 Safety Emphasis Corridor Focus.....	30
Figure 12: Speed Reduction and Curve Treatment Locations .....	39
Figure 13: Reconnecting Vulnerable Road User Locations.....	42
Figure 14: Final Priority Project Locations .....	45

## List of Tables

---

Table 1 Key Crash Trends.....	16
Table 2 Factors Influencing Crash Likelihood.....	18
Table 3: Highest Value SPIS Intersections.....	24
Table 4 Screened Preliminary Priority Project Locations .....	27
Table 5: Safety Emphasis Corridor: Auburn Way North .....	31
Table 6: Safety Emphasis Corridor: Auburn Way South .....	32
Table 7: Safety Emphasis Corridor: Auburn Way South .....	33
Table 8: Safety Emphasis Corridor: 15th Street NW/NE.....	34
Table 9: Safety Emphasis Corridor: A Street SE .....	35
Table 10: Safety Emphasis Corridor: Harvey Road/M Street NE.....	36
Table 11: Safety Emphasis Corridor: Lea Hill Road SE .....	37
Table 12: Speed Reduction and Curve Treatment Locations .....	38
Table 13: Reconnecting Vulnerable Road User Locations.....	41
Table 14: Citywide Street Lighting Improvements .....	44
Table 15 Safe System Action Plan Recommended Strategies.....	47

Table 16 Safety Funding Sources.....	52
Table 17: Target Performance Measures.....	54
Table 18: Initial Safety Report Card.....	55
Table 19: SPIS Intersections.....	60

# Executive Summary

## Auburn Today

It is the City's goal to significantly reduce or eliminate the number of people getting seriously hurt or killed while traveling on Auburn's streets, no matter who they are or how they travel. Auburn's commitment to safety is exemplified by the adoption of a safe system policy in the Comprehensive Transportation Plan to:

***“Significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach.”***

The Safe System approach includes a robust arsenal of potential policies and actions that can be taken by government agencies, as well as other entities, including the private sector, non-governmental organizations, community groups, and individuals. This Comprehensive Safety Action Plan (“CSAP”) serves as the City's blueprint to meaningfully advance this goal through prioritized investments in infrastructure, education, emergency services, enforcement, and culture change.

### *Who Lives in Auburn?*

Auburn is a diverse City. As of 2022 US Census Data, Auburn's population is 44% White, 22% Hispanic, 12% Black, 11% Asian, 3% Islander, and 2% Native. The median age in Auburn is 34.4 years old, with an even split of Auburn's population being 49.4% male and 50.6% female.

### *What's Happening on our Streets?*

Police reports record the circumstances associated with people killed or seriously injured (KSI) while traveling on our roadways. From the most recent five years of available data (2018 to 2022), on average there were 34 KSI crashes with 7 people killed and 32 people seriously injured each year<sup>1</sup>.

### *What are the top crash types?*

- Almost 18% of KSIs were related to distracted driving.
- About 15% of KSIs were under the influence of alcohol or drugs.
- About 24% of KSIs involved a fixed object.
- About 19% of KSIs were related to not granting right of way to other vehicles or non-motorists.
- About 19% of KSIs involved a turning movement.

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<sup>1</sup> Source: Washington DOT Crash Data, 2018-2022, Average crashes over five years

- Almost 18% of KSIs were related to high speeds.

*Where do they occur?*

- Nearly 88% of KSI crashes occurred on a Principal or Minor Arterial Roadway.
- Nearly 78% of KSI crashes occurred on a roadway with a speed limit of 35 mph or higher.
- **More than half (59%) of KSI crashes have occurred on just 6% of streets.**

**Our Approach**

*What did we hear?*

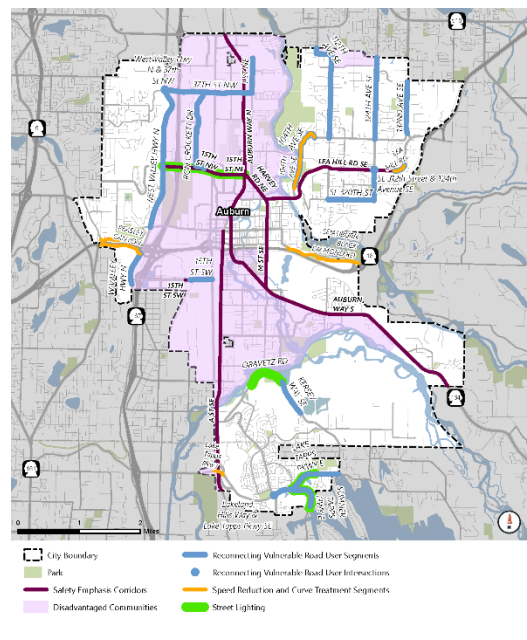
Conversations with City stakeholders and the community provided critical input into the development of this CSAP, the feedback we heard is:

- Challenges faced in Auburn:
  - o Sidewalk gaps
  - o Gaps in bicycling infrastructure
  - o Limited access to transit
- Greatest transportation safety concerns:
  - o Speeding
  - o Distracted driving, walking, or bicycling
  - o Drivers disregarding traffic signals and signs

*How were projects prioritized?*

To guide future investments, the City developed a prioritization framework that is both responsive to historic crash locations and proactive in identifying areas where crash likelihood may be higher due to the combination of land use and roadway characteristics present. The steps taken for this assessment included:

1. Identification of priority locations selection using Safety Emphasis Corridors, Safety Priority Index System (SPIS) Analysis, and Crash Likelihood Factors
2. Evaluation of each location to determine what, if any, recently completed, underway, or planned City or private development



projects may include safety countermeasures relevant to the identified safety concerns

3. Evaluation of disadvantaged communities and community feedback
4. Project and countermeasure identification

## The Future of Auburn

Successful implementation of this Plan will include:

**Proven Safety Countermeasures** Utilize a list of proven safety countermeasures that can be implemented to make transportation facilities safer by design.

**Oversight & Accountability** Forming an advisory committee made up of stakeholders to help maintain sustained focus and success in implementing projects and actions identified in the CSAP.

**Communication** Communicate regularly with stakeholders and community members to build trust and support for the City's safety goals.

**Funding** Stay up to date on relevant grant opportunities and proactively pursue grant funding for the most competitive projects as match funding is available.

**Identify Target Metrics & Measure Performance** Set targets to measure safety outcomes and investments, track, and report performance.

**Phasing & Sequencing** Commit to ongoing, long-term investment from the City, with different areas of focus over different time horizons.

**Update the Plan Regularly** Update the action plan every other year to assess whether new direction is needed as conditions within the City and region change.

# Index of Key Terms

CTP	Comprehensive Transportation Plan
CRF	Crash Reduction Factor
CSAP	Comprehensive Safety Action Plan
DUI	Driving Under the Influence
FHWA	Federal Highway Administration
HSIP	Highway Safety Improvement Program
ITE	Institute of Transportation Engineers
KSI	Killed or Severe Injury crashes
LRSP	Local Roadway Safety Plan
NHTSA	National Highway Traffic Safety Administration
PCF	Primary Crash Factor
PDO	Property Damage Only Crashes
PHB	Pedestrian Hybrid Beacon
RAISE	Rebuilding American Infrastructure with Sustainability and Equity program (USDOT)
RRFB	Rectangular Rapid-Flashing Beacon
SS4A	Safe Streets for All program (USDOT)
TAB	Transportation Advisory Board (Auburn)
USDOT	US Department of Transportation
WSDOT	Washington State Department of Transportation

# Chapter 1: Background

It is the City's goal to significantly reduce or eliminate the number of people getting seriously hurt or killed while traveling on Auburn's streets, no matter who they are or how they travel. Auburn's commitment to safety is exemplified by the adoption of a safe system policy in the Comprehensive Transportation Plan. With the Comprehensive Safety Action Plan ("CSAP"), Auburn affirms its goal to:

***“Significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach.”***

This Comprehensive Safety Action Plan ("CSAP") serves as a blueprint for Auburn to achieve the above goal through prioritized investment in infrastructure, education, emergency services, enforcement, and culture change. The Safe System approach includes a robust arsenal of potential policies and actions that can be taken by government agencies, as well as other entities, including the private sector, non-governmental organizations, community groups, and individuals.

## Safe System Approach

FHWA, WSDOT, and the City of Auburn share the goal to systematically reduce fatal and serious injury crash potential through the Safe System Approach, which considers safety for all road users in the planning, design, construction, operation, and maintenance of transportation facilities. The Safe System Approach encompasses more than just government actions, and applies the following principals:



- **Eliminate deaths and serious injuries:**

While no crashes are desirable, eliminating crashes that result in fatalities and serious injuries is a priority.

- **Support safe road use:** Road users inevitably make mistakes that lead to crashes, and the transportation system and vehicles can be designed and operated to reduce injury outcomes from those errors. A forgiving system accommodates reasonable and predictable human limitations and behavior (such as diligence, perception, and attention). Roads developed in this manner and that serve as "self-enforcing and self-explaining roads" make it less likely for human errors to occur, and when the errors do occur, they result in fewer fatal and serious injury crashes.



Source: FHWA.

- **Reduce large crash forces:** Road users have limits for tolerating crash forces before death or serious injury occurs. Therefore, it is important within the Safe System Approach to adopt designs and operational elements that account for and reduce crash speeds and improve impact angles to be within survivable limits.
- **Responsibility is shared:** Eliminating fatal and serious injury crashes requires that all stakeholders (transportation system designers, managers, road users, vehicle manufacturers, policymakers, etc.) work together. The intention is to identify and address the elements of road safety over which a given stakeholder has influence.
- **Strengthen all parts:** All parts of the transportation system are strengthened to reinforce each other so that if one part fails, the other parts still protect road users. In this way, redundancy is provided for the elements that make up the Safe System.
- **Safety is proactive:** Proactive (systemic safety) approaches address context, contributing factors, and crash types to help reduce the potential or likelihood for fatal and serious injury crashes.

## Auburn Today

As of 2024, Auburn is home to 88,950 people. It is primarily located in southern King County, although a portion of the City extends into northern Pierce County. Auburn is connected to the region by three state routes (SR 167, SR 18 and SR 164) and Auburn Station, located in Downtown Auburn, which provides local and regional transit service including connections to Seattle and Tacoma.

Auburn is considered a suburb of Seattle and Tacoma and is the 14<sup>th</sup> most populous community in Washington.<sup>2</sup> Auburn has a walkable downtown that has historically served

<sup>2</sup> [https://en.wikipedia.org/wiki/Auburn,\\_Washington](https://en.wikipedia.org/wiki/Auburn,_Washington)

several unique, primarily single-family neighborhoods. In recent years, mixed use development projects have added several multi-family residential and commercial buildings to downtown. Unique aspects of the City include the Green and White Rivers, which provide aesthetic and recreational amenities; the industrial West Valley that provides employment opportunities; and the Muckleshoot Indian Reservation, which is located south and southeast of Downtown, including the Muckleshoot Casino Resort and White River Amphitheater. Auburn residents are served by 28 public, private, and charter schools. Auburn is also home to Green River College.

## Demographics

Auburn is a diverse City. As of 2022 US Census Data, Auburn's population is 44% White, 22% Hispanic, 12% Black, 11% Asian, 3% Islander, and 2% Native. The median age in Auburn is 34.4 years old, with an even split of Auburn's population being 49.4% male and 50.6% female.

Equity considerations are an important component of analyzing and improving roadway safety through the Safe System Approach. Low-income communities and communities of color have experienced disinvestment and neglect in transportation throughout the history of the country and are disproportionately impacted by transportation safety issues. The CSAP seeks to begin redressing these systemic inequities.

In addition, the USDOT Equitable Transportation Community Explorer Tool<sup>3</sup> utilizes 2020 census data to explore the burden communities experience because of underinvestment in transportation. It measures the burden these communities experience in the following ways:

- **Transportation Insecurity** occurs when people do not have access to regular, reliable, and safer transportation options. Nationally, there are well-established policies and programs that aim to address food insecurity and housing insecurity, but not transportation insecurity.
- **Climate and Disaster Risk Burden** reflects changes in precipitation, extreme weather, and heat which pose risks to the transportation system, as do natural disasters such as flooding and volcanic eruptions. These hazards may affect system performance, safety, and reliability. As a result, people may have trouble getting to their homes, schools, stores, and medical appointments.
- **Environmental Burden** includes variables measuring factors such as pollution, hazardous facility exposure, water pollution and the built environment. These environmental burdens can have far-reaching consequences such as health disparities, negative educational outcomes, and economic hardship.
- **Health Vulnerability** assesses the increased frequency of health conditions that may result from exposure to air, noise, and water pollution, as well as lifestyle factors such as poor walkability, car dependency, and long commute times.

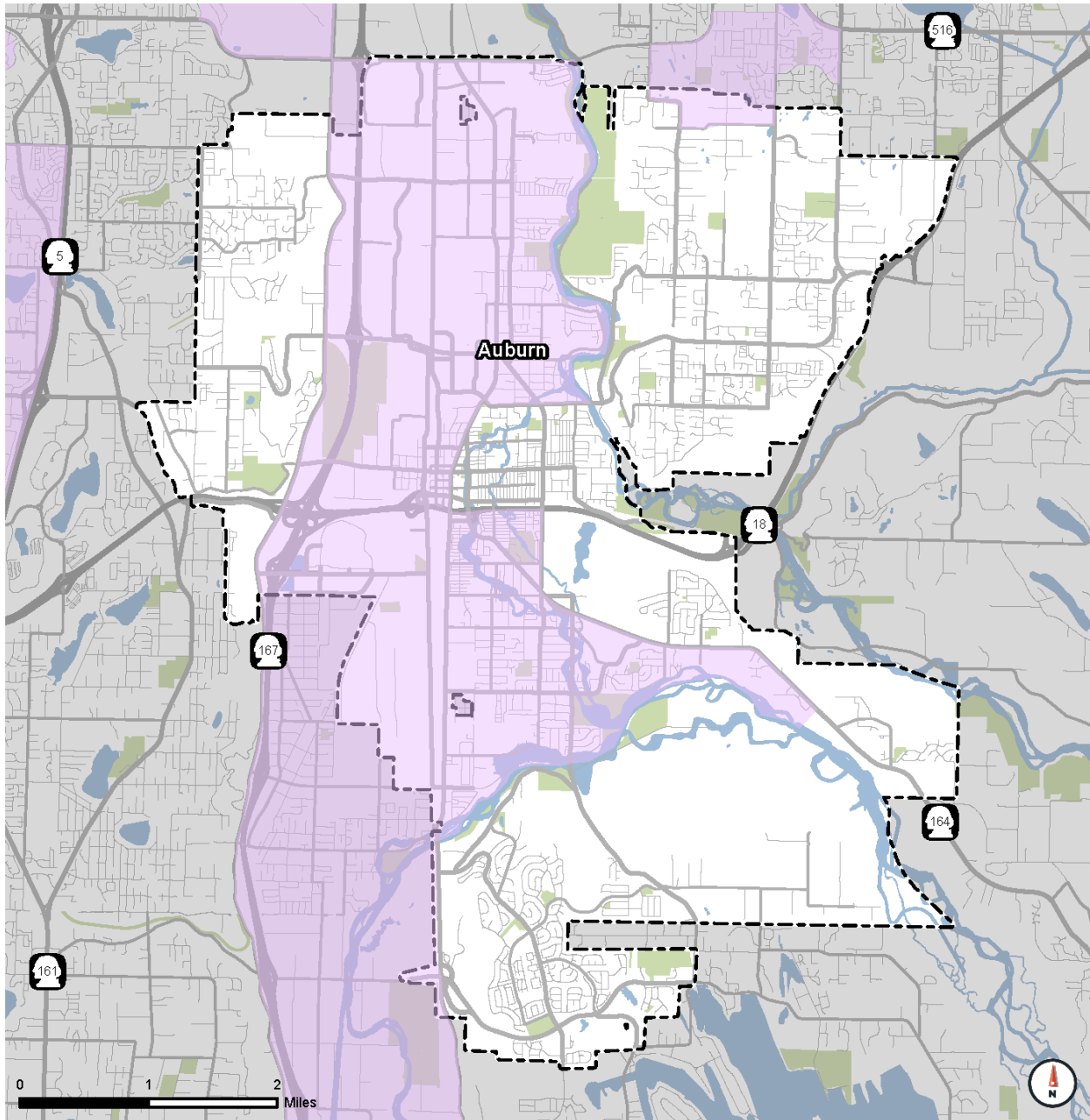
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<sup>3</sup> <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/ETC-Explorer--National-Results/>

- **Social Vulnerability** is a measure of socioeconomic indicators that have a direct impact on quality of life. This set of indicators measure lack of employment, educational attainment, poverty, housing tenure, access to broadband, and housing cost burden as well as identifying household characteristics such as age, disability status and English proficiency.

**35% of Auburn residents (approximately 30,000 people) live in these disadvantaged Census Tracts.** These census tracts are shown in **Figure 1**.

Figure 1: Disadvantaged Communities (ETC Explorer)



-  City Boundary
-  Park
-  Disadvantaged Communities

## Build on Prior Safety Investments

In recent years, Auburn's efforts to improve safety have been visible through a range of plans and infrastructure projects. This CSAP builds upon those prior efforts taken to both tackle safety explicitly and enhance safety through mode shift goals.

### Plans

#### *Local Road Safety Plan 2024*

Auburn's Local Road Safety Plan (LRSP) is a data-driven plan that uses crash trends and contributing risk factors to identify city street segments and intersections with characteristics that may lead to a higher risk of crashes. These street segments and intersections are then narrowed down to a discrete list of projects that the City can prioritize, which is key for implementing successful crash reduction strategies. This program follows the methods prescribed in *Target Zero: Washington State Strategic Highway Safety Plan*, the statewide safety plan and identifies low-cost, systemic, near-term projects to improve roadway safety, which could be funded by WSDOT's City Safety Program. In this plan, the City identified a Project List that includes the following projects:

1. Corridor project: I Street NE (45<sup>th</sup> Street NE to 37<sup>th</sup> Street NE)
2. Corridor project: 37<sup>th</sup> St NE (I Street NE to I Street NW)
3. Intersection projects: Lakeland Hills Way and Oravetz Road Mills Pond Drive and Lakeland Hills Way
4. Intersection project: 21<sup>st</sup> Street SE and M Street SE
5. Intersection project: Lakeland Hills Way and 69<sup>th</sup> Street SE
6. Corridor project: SE 312<sup>th</sup> Street (SE 312<sup>th</sup> Way to 125<sup>th</sup> Avenue SE)
7. Citywide project: Streetlighting Improvements along 15<sup>th</sup> Street NE (Auburn Way N to W Valley Hwy N), Lake Tapps Parkway (Sumner Tapps to City Limits), Sumner Tapps Parkway (Lake Tapps Parkway to City Limits), Oravetz Road (Joyce Ct SE to Kersey Way)

#### *Comprehensive Plan Update 2024*

Auburn's Comprehensive Plan is the leading policy document that guides the City's evolution and growth over a 20-year period. The Comprehensive Plan identifies the desired type, configuration, and intensity of land uses throughout the City, as well as the character and capacity of public facilities and services like streets and utilities. Its policies address critical topics such as housing, the environment, transportation, public safety, and economic development. The Comprehensive Plan also serves as the basis for the City's adoption of special purpose plans for the City such as transportation or utilities plans and serves as the

basis for development standards and regulations such as City zoning and critical area regulations.

### *Transportation Element and System Plan*

The 2024 Comprehensive Plan includes several elements, one of which is the Transportation Element. The Transportation Element is a summary document that provides an overview of the City's Comprehensive Transportation Plan or CTP. The CTP is also referred to as the Transportation System Plan and was updated in 2024 with the 2024 Comprehensive Plan Update.

The CTP establishes Auburn's Safety Goal to significantly reduce or eliminate traffic fatalities and serious injuries through a Safe System Approach. This goal is supported by the below policies, which are also included in the CTP:

- TR3-1-1. The City shall apply the Safe System Approach for pursuing its transportation safety goal through the different elements associated with the safety of the City's transportation system which the City has the ability to influence including: roadways, roadway users, speeds, vehicles, and post-crash care.
- TR3-1-2. The City will study, plan, and implement safety improvements prioritized based on the occurrence of fatal and serious injury crashes and/or the presence of systemic characteristics indicative of serious or fatal crash likelihood.
- TR3-1-3. The City will seek internal and external funding to both implement safety strategies and on-going maintenance improvements.

The goal and policies are supported by the below actions:

- Implement, maintain, and regularly update the Local Road Safety Plan (LRSP) and Comprehensive Safety Action Plan (CSAP).
- Document the actions taken to improve transportation safety and corresponding performance metrics identified in the LRSP and CSAP.
- Establish a program and funding in the Transportation Improvement Program (TIP) for safety data collection, study, planning, and implementation of safety improvements.
- Identify, evaluate, and pursue grant funding and other outside funding sources for safety programs and improvements.

### *Auburn Transportation Improvement Program*

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

Some key TIP projects and programs currently in the 2025-2030 TIP include the following<sup>4</sup>:

- **Roadway Projects:**
  - Neighborhood Traffic Safety Program
  - East Valley Highway Widening
  - R Street SE Widening from 22nd Street SE to 33rd Street SE
  - M Street NE Widening from Main Street to 4th Street NE
  - Auburn Way South Improvements from Hemlock Street SE to Poplar Street SE
- **Non-motorized and Transit Projects:**
  - Active transportation – safety, ADA, and repair program
  - Active transportation – mode shift program
  - Downtown Bike to Transit
  - Regional Growth Center Pedestrian Improvements
- **Intersection, Signal, and ITS Projects:**
  - Downtown Infrastructure Improvement Project
  - R Street SE/21st Street SE Roundabout
  - Lea Hill Road/104th Avenue SE Roundabout
  - SE 304th Street/116th Avenue SE Roundabout

## Projects

Capital transportation infrastructure projects related to Safety that were completed from 2014-2024 are illustrated in **Figure 2**. 60 projects are shown in the map, with additional projects are shown in the City's online web mapping application<sup>5</sup>.

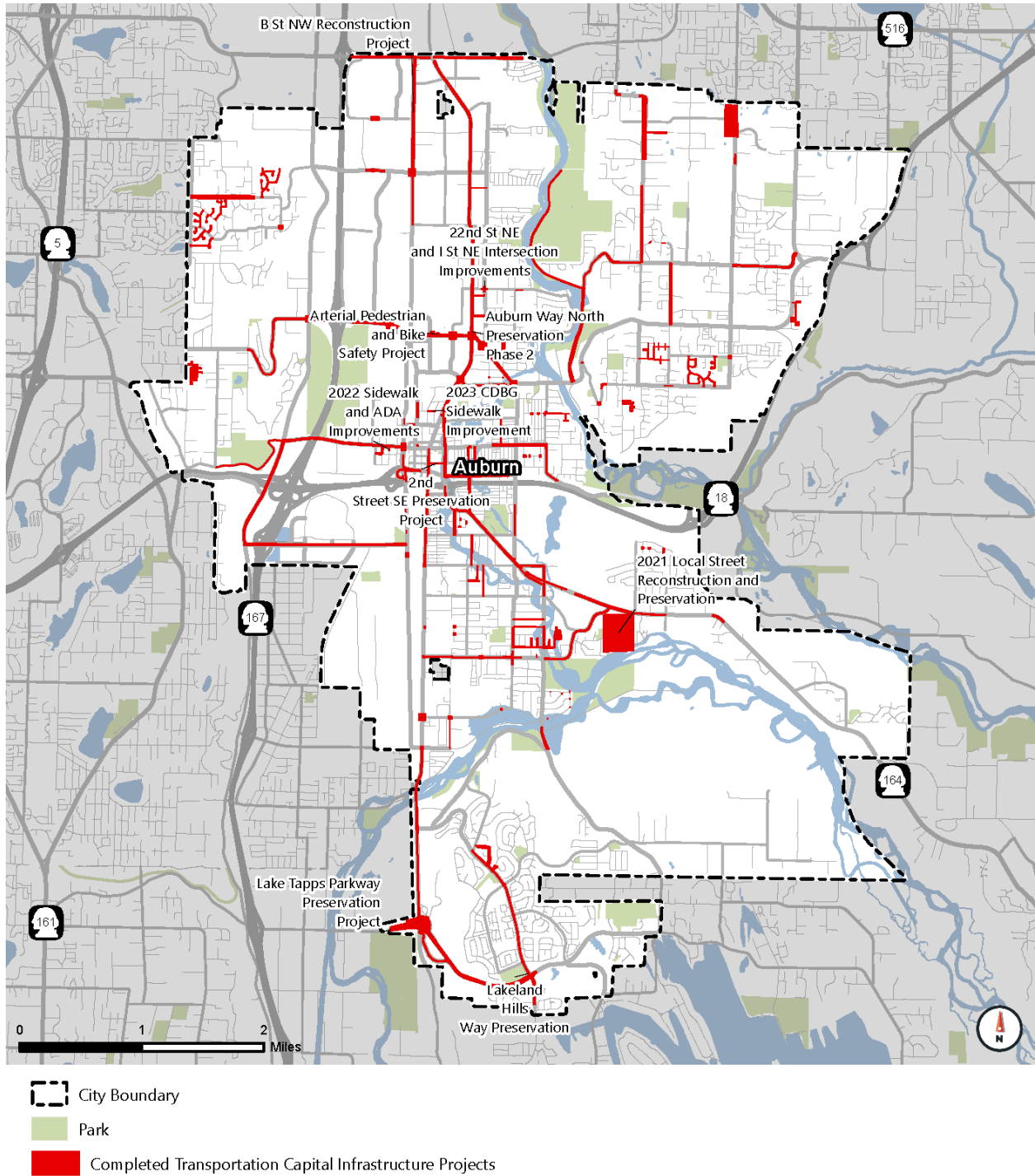
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<sup>4</sup> <https://auburn.maps.arcgis.com/apps/dashboards/0886cfc13e0748de94f8a7964c936aa6>

<sup>5</sup>

<https://auburn.maps.arcgis.com/apps/MapSeries/index.html?appid=a91c06ef9e72436ab3e31c602f2e34de>

Figure 2: Completed Capital Projects





## Limitations on Use

Under 23 U.S. Code § 409 and 23 U.S. Code § 148, although they are subject to records requests, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

The analysis and recommendations in this report are based upon limited information. Before using any of its information for design or construction, more detailed analysis and data collection, such as field survey, is needed.

The scope of this work, including study locations, time frame, and topics, was determined in collaboration with the City of Auburn. It is possible that some locations or issues were not addressed in this report, and nothing should be inferred by their omission.

# Chapter 2: Engage

Conversations with Auburn staff, stakeholders, and the community provided essential input to the development of the CSAP, including the following:

- Safety Specific On-line Survey Questions and Interactive Map
- Online Engagement for the Comprehensive Transportation Plan (CTP)
- Comments Received through See-Click-Fix
- Presentations and discussion with the Auburn’s Transportation Advisory Board
- Presentations and discussion with the Auburn City Council

## Online Engagement

In total, 351 public comments related to safety concerns were received through the following engagement tools over the last five years (2019 to 2024). **Figure 3** illustrates the locations of the concerns received during this time frame.

### Safety Specific Survey Questions and Interactive Map

Auburn distributed an online survey to gather the community’s input on transportation safety. Survey questions and a map were given to residents to provide feedback on both general challenges and specific locations. Both the map and survey were available online from February 23, 2024, to June 6, 2024. Appendix A includes the summary of the responses. Overall, 33 responses were received. Respondents shared their priorities for roadway safety, including:

- Challenges faced in Auburn:
  - o Lack of Sidewalks
  - o Lack of bicycling infrastructure
  - o Limited access to transit
- Greatest transportation safety concerns:
  - o Speeding
  - o Distracted driving, walking, or bicycling
  - o Drivers disregarding traffic signals and signs.

### Comprehensive Transportation Plan

As part of the CTP, Auburn conducted an online survey to gather the community’s input on proposed bicycle facilities, sidewalk gaps, and the proposed bicycle network. The survey was promoted through specific in-person outreach efforts to reach target demographics, posters, and flyers. Overall, 18 responses were received which identified the following priorities:

- Sidewalks desired on:
  - K Street NE
  - 32nd Street SE
  - 33rd Street SE
  - M Street SE
  - SE 316th Street
  - Lea Hill Road
- Multiuse path desired next to Kersey Way SE
- Protected bike lanes
- Continuous sidewalks and bicycle network

### Citywide Public Request Tool (See-Click-Fix)

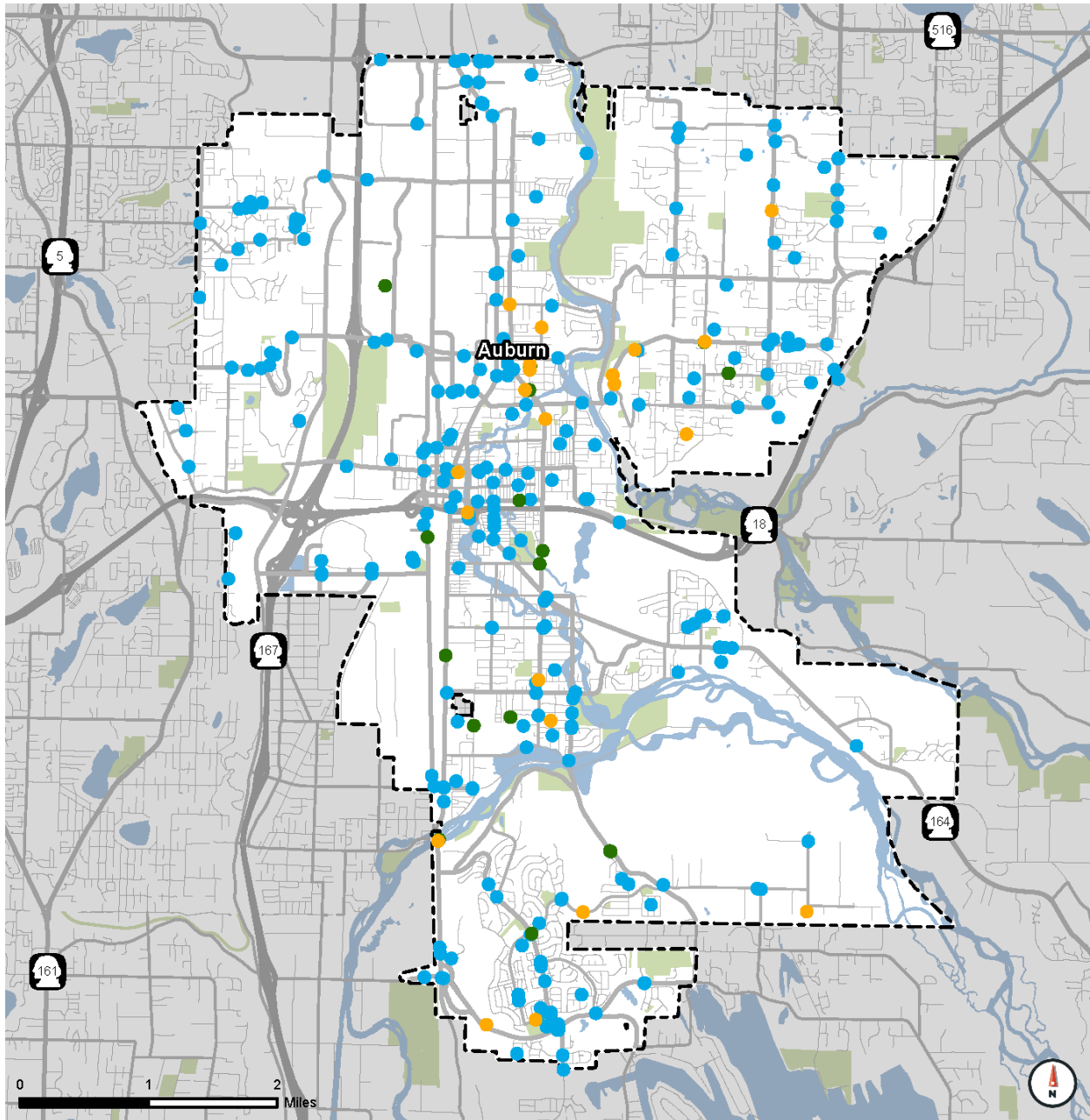
Auburn’s public request tool for collecting community feedback (See-Click-Fix) was analyzed to extract data from 2019-2024 to understand traffic and safety issues in the community to supplement the data collection from the online engagement tool. Auburn received 300 safety-related concerns during this period. Appendix A includes a summary. Community members’ input related to transportation safety touched on the following themes:






- Adding or upgrading stop control measures
- Adding pedestrian crossings
- Addressing unsafe driver behavior including speeding and careless driving
- Increasing bicycle infrastructure
- Increasing pedestrian infrastructure

## Transportation Advisory Board and City Council Presentations

Updates during the CSAP development were provided to the TAB and City Council in May 2024, and July 2024. These meetings provided an opportunity for appointed and elected officials to learn about and discuss the current state of transportation safety in Auburn and provided input on the policies and plan goals to accomplish the City’s goals.

Figure 3: Online Engagement



-  City Boundary
-  Park
-  Safety Specific Interactive Map Comments
-  Comments from CTP
-  Citywide Public Commenting Tool

# Chapter 3: Analyze

The CSAP's development was informed by data, including crash records, as well as input from City staff and the public. Crash records on roadways in Auburn from 2018 to 2022 are the primary resource for the CSAP. The data-driven process and the following section describes this process in the CSAP:

- Examination of Crash Trends: Review of crash statistics to evaluate when, where, and why crashes occur and who is involved.
- Development of Safety Emphasis Corridors: Identification of roadways where most KSIs are concentrated for targeted intervention.
- Development of Factors Influencing Crash Likelihood: Identification of factors related to the most prevalent crash types and contexts.

## Key Crash Trends

To better understand road safety performance in Auburn, crash data was analyzed from 2018-2022 (the most recent five years of data) on all City streets, as shown in **Figure 4** and **Figure 5**. Over that period, on average each year, there were 34 KSI crashes with 7 people killed and 32 people sustained serious injuries while traveling on roadways in the City<sup>6</sup>. The effect of the COVID-19 pandemic may also be present in the most recent years of crash data in 2020 and 2021, when the City experienced reduced travel overall and the related benefit of fewer crashes.

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<sup>6</sup> Source: Washington DOT Crash Data, 2018-2022, Average crashes over five years

Figure 4: Crashes by Mode, by Year

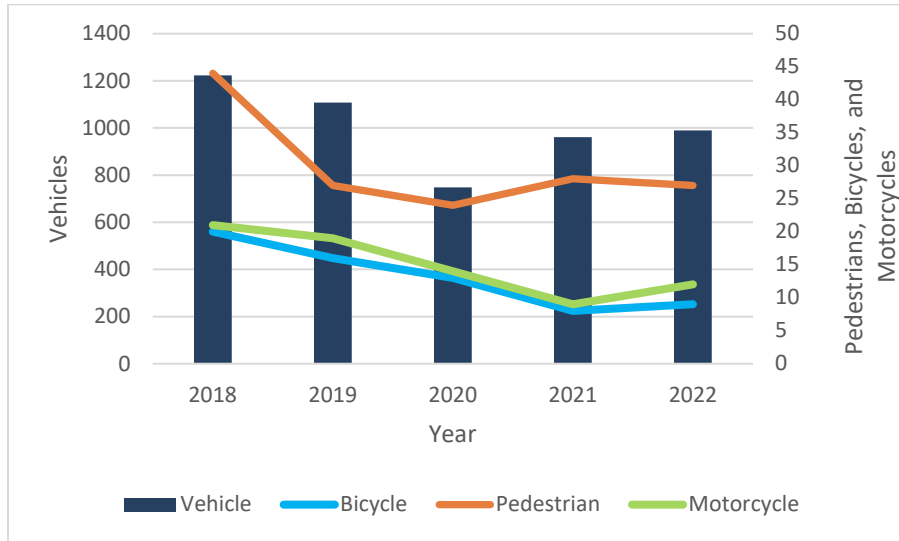
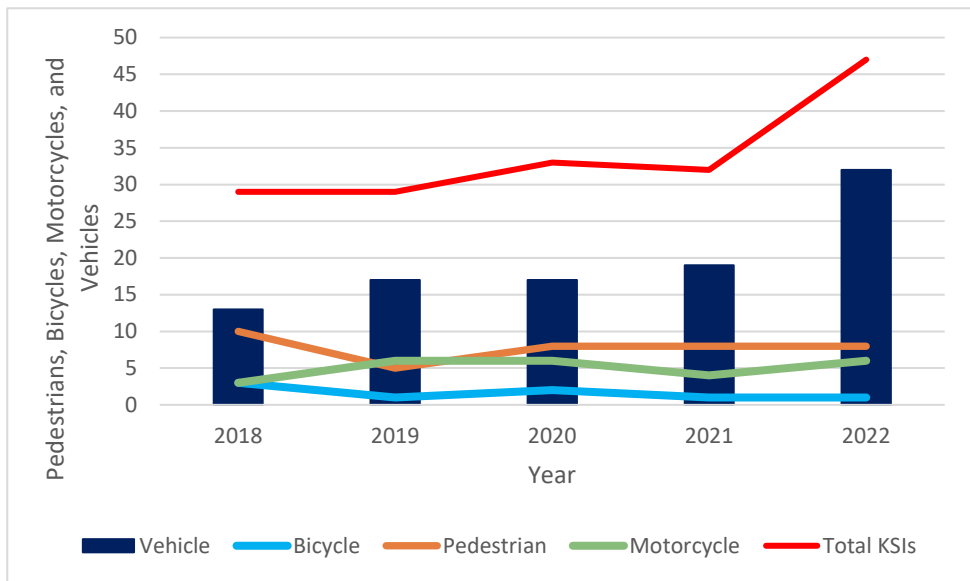


Figure 5: Fatalities and Serious Injury Crashes by Mode by Year



Several patterns appear in Auburn’s crash history over the five-year period from 2018-2022, indicating trends in the movements, modes, locations, and time periods associated with KSIs on Auburn’s roadways. **Table 1** indicates some key trends emerging.

**Table 1 Key Crash Trends**

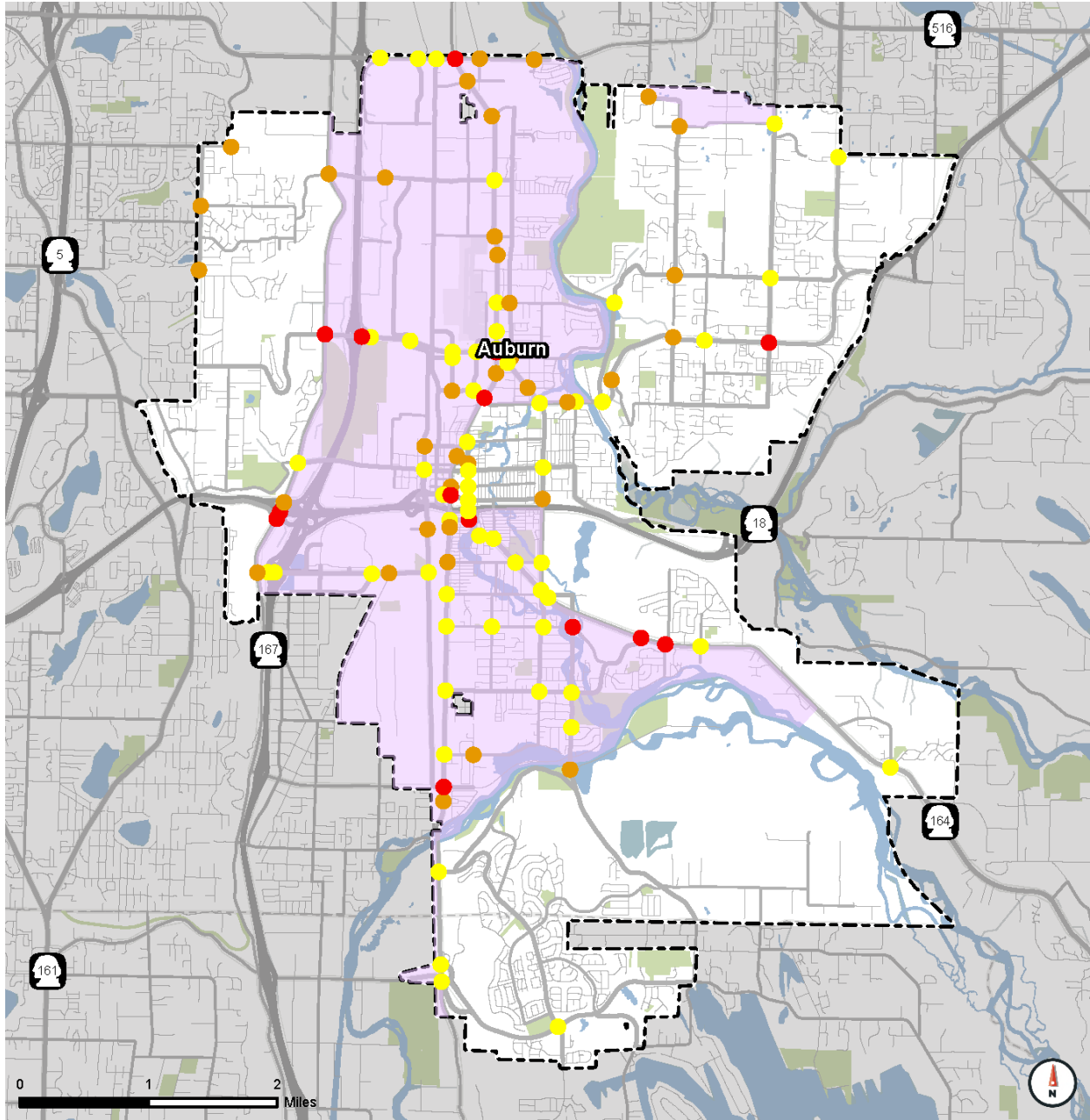
Key Trends	Key Data
Mode-Based Trends	<b>Vehicles</b> were involved in 95% of crashes and 58% of KSIs.
	<b>Pedestrians</b> were involved in 3% of crashes and 23% of KSIs.
	<b>Bicyclists</b> were involved in 1% of crashes and 5% of KSIs.
	<b>Motorcyclists</b> were involved in 2% of crashes and 15% KSIs.
Circumstance-Based Trends	Almost 18% of KSIs were related to <b>Speeding</b> .
	About 19% of KSIs were related to <b>not granting right of way</b> to other vehicles or non-motorists.
	Almost 18% of KSIs were related to <b>Distracted Driving</b> .
Movement-Based Trends	About 15% of KSIs were <b>under the influence</b> of alcohol or drugs.
	About 24% of KSIs involved a <b>Fixed Object</b> .
	Almost 18% of KSIs involved a movement <b>going straight and hitting a pedestrian</b> .
Time-Based Trends	About 19% of KSIs involved a <b>left- or right-turning movement</b> .
	Over 48% of reported KSIs occurred when it was <b>Dark</b> outside (between the hours of 7pm-4am); 44% with Streetlights On, 4% without Streetlights.
Location-Based Trends	Most KSIs occurred Thursdays (17%), Fridays (19%), and Sundays (18%).
	Nearly 88% of all KSIs occurred on a Principal or Minor <b>Arterial</b> Roadway.
	Nearly 78% of KSIs occurred on a roadway with a <b>speed limit of 35mph or higher</b> .
	Nearly 48% of KSIs occurred <b>not at an intersection and not related to an intersection</b> (as defined by Junction Relationship).
	About 62% of KSIs occurred in a location with <b>No traffic control type</b> , whereas 38% occurred at a Signal, Stop Sign, or other.

Source: WSDOT Crash Data 2018-2022; Fehr & Peers, 2024

## Safety Priority Index System (SPIS) Analysis

The City collects and reviews crash data to identify intersection and roadway locations where potential hazards exist. Potential safety problems are identified using the Safety Priority Index System (SPIS) methodology, an effective problem identification tool for evaluating locations with higher crash histories. The SPIS score for a location considers five years of data and considers frequency, crash rate, and severity. SPIS information for all intersection analyzed is included in **Appendix B**. All SPIS intersections are shown in **Figure 6**.

Figure 6: SPIS Intersections



-  City Boundary
-  Park
-  Disadvantaged Communities
- SPIS Value
  -  Low-Tier SPIS Intersections
  -  Medium-Tier SPIS Intersections
  -  High-Tier SPIS Intersections



# Factors Influencing Crash Likelihood

To reduce the likelihood of future crashes, it is helpful to understand the potential factors influencing crash occurrence and severity. To identify those factors, a review of five years of crash data (2018-2022), land use, and roadway data was conducted to assess contributing factors and discern trends; see **Table 2** Factors Influencing Crash Likelihood. These were then organized into potential factors influencing the occurrence of KSIs or bicycle and pedestrian crashes. The City’s street network was then analyzed to identify locations with the most factors present.

**Table 2 Factors Influencing Crash Likelihood**

Factor	Mode	Crash Information	Contextual Information
Posted Speed Limit on Arterials Greater than or equal to 35 mph	All	Posted speed limit on Arterials greater than or equal to 35 mph accounts for 74% of KSI crashes but is only 19% of the City street network.	This factor looks at arterials where the posted speed is 35 MPH or higher. The City’s street network dataset classified arterials as minor or principal. This factor includes both types of arterials.
Streetlight Spacing	All	In locations that do not have streetlights within 150-feet, 47% of total KSI crashes and 60% of pedestrian KSI crashes occur.	Road locations without a street light present within 150 feet, which include roadways without street lighting or roadways with sporadic or widely spaced lighting at more than 300 feet apart, are considered a factor for all KSI crashes and pedestrian KSI crashes. This factor looks at crashes that occur in areas not covered by streetlights as coded by the WSDOT crash data and Auburn Streetlight database.
Commercial Land Use	All	Commercial land use makes up 14% of the City’s total land area, yet 42% of KSI crashes occur on roadways adjacent to this land use.	Location on streets within a commercial land use area is considered a factor for KSI crashes.
Speed Differential over 10 mph	Vehicle	Corridors where 85th percentile speeds exceeded the posted speed limit by 10 mph or more, accounted for 19% of KSIs.	This factor is determined by the presence of posted speeds to speed studies completed by the City in the last five years. A difference of over 10mph was selected for this analysis.

Horizontal Curves	Vehicle	Average KSI crashes per mile of roadway with horizontal curvature is more than double the average KSI crashes per mile throughout the city.	The presence of horizontal curves is considered a factor for KSI crashes. Horizontal curves are defined by the City as curves with horizontal curvature that may require warning signage or other lane departure prevention improvements.
Facility Does Not Meet Bicycle LTS Standard	Bike	Where the City bike route facility does not meet bicycle LTS standards, 28% of total bicycle crashes occurred. On streets without a bicycle facility or not identified as a bicycle route, 65% of crashes and 89% of bicycle KSIs occurred.	This factor accounts for bicyclists riding on a bike network route that does not meet level of traffic stress (LTS) standard or a bicyclist riding on a non-bike network route that does not have bike lanes or a separated bike path <sup>7</sup> .
Sidewalks missing on one or both sides on Arterials or Collectors	Pedestrian	Where sidewalks are missing on one or both sides of Arterial or Collector streets, 16% of pedestrian crashes and 28% of pedestrian KSIs occur.	This factor accounts for pedestrians walking along an Arterial or Collector roadway, defined by the City's street network dataset, where there is a sidewalk missing on one or both sides of the roadway. This data analysis uses the City's missing sidewalk data to make that determination.

Source: Fehr & Peers, 2024

## Crash Likelihood Mapping

Utilizing the factors identified above, streets were evaluated for the presence of each factor. Roadways were then symbolized based on the number of factors present in a given segment. A higher number corresponds to a higher likelihood of a crash. See **Figure 7** for Crash Likelihood Factors (Posted Speed, Streetlight Spacing, Commercial Land Use, Speed Differential, Horizontal Curves) and see **Figure 8** for Vulnerable Road User Factors (Posted Speed, Streetlight Spacing, Commercial Land Use, Facility does not Meet Standard, Sidewalk missing on one or both side of Arterial or Collector).

<sup>7</sup> Note that the City's draft 2024 Comprehensive Transportation Plan establishes the City's bike route network and the LTS standards for those routes.

Figure 7: Vehicle Crash Likelihood

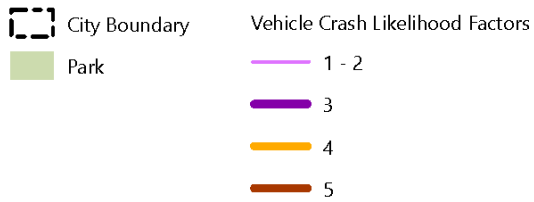
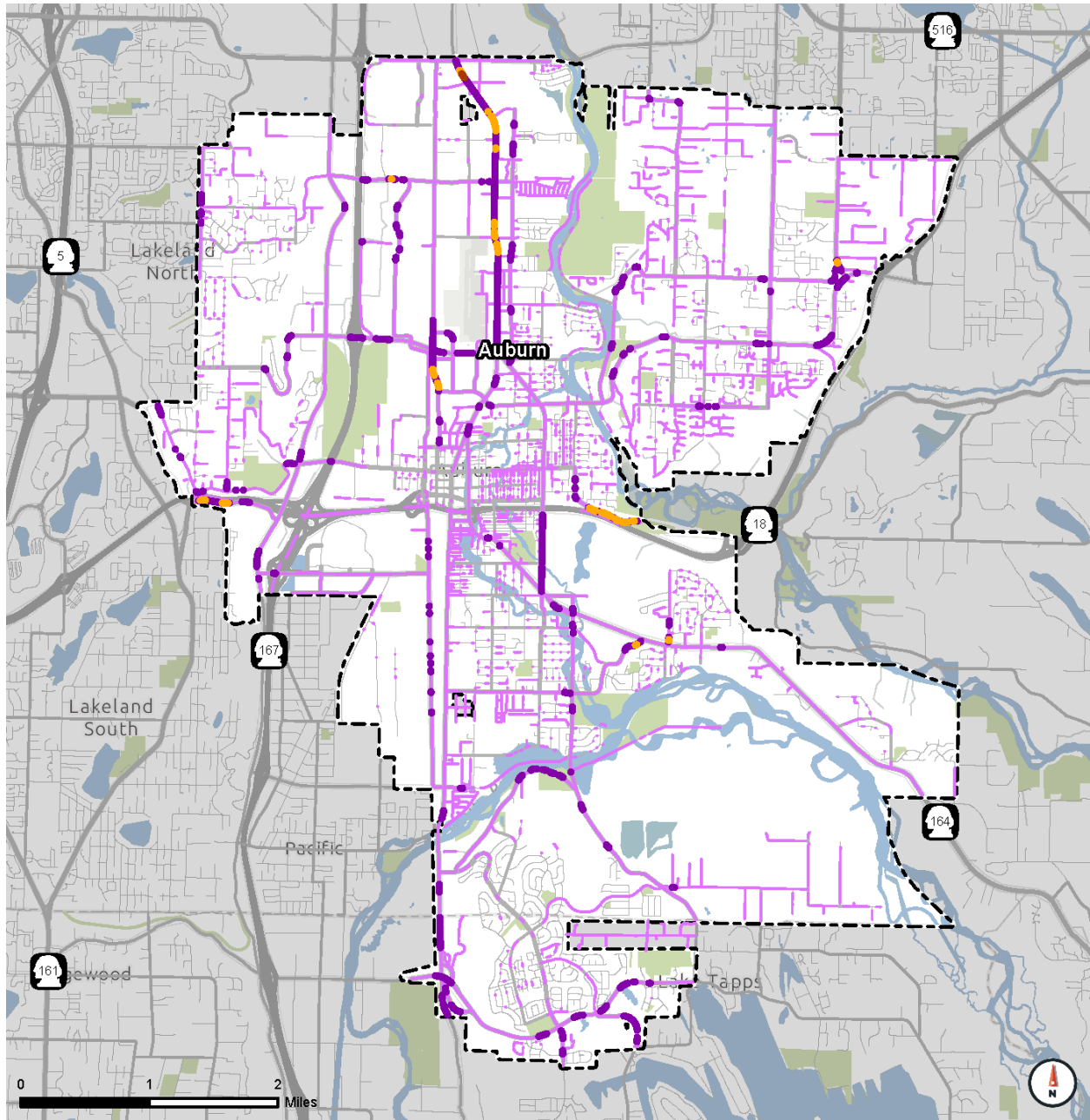
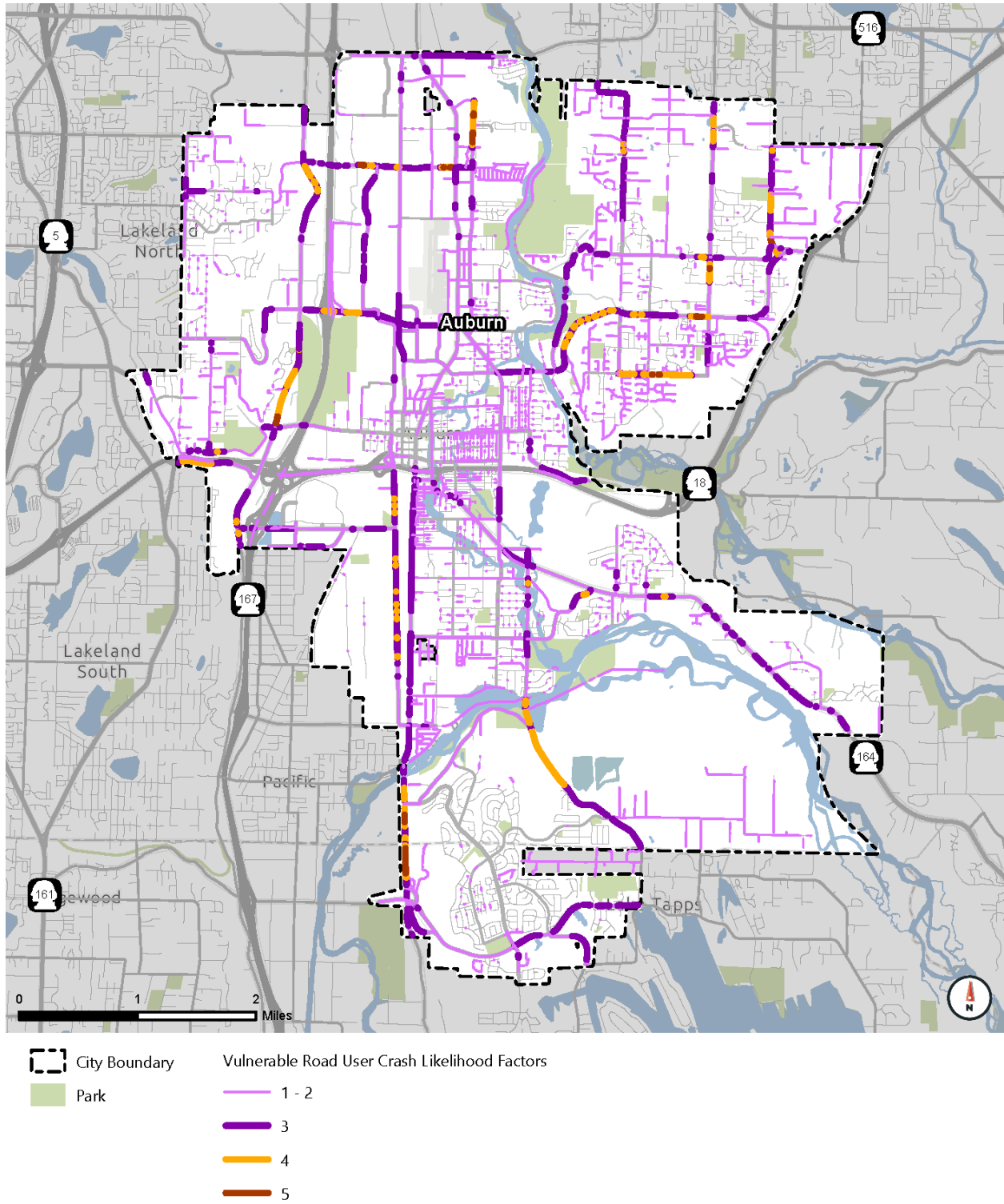


Figure 8: Vulnerable Road User Crash Likelihood Factors



# Chapter 4: Assessment

The following section identifies preliminary priority locations, screens and evaluates the locations to establish priority locations, and establishes approaches to address safety concerns at each priority location. The steps taken for this assessment are as follows:

1. Preliminary priority location identification using SPIS Intersection Scores and Crash Likelihood Factors.
2. Screening of preliminary priority locations to determine which locations have recently completed, underway, or planned safety countermeasures.
3. Evaluation of remaining priority locations related to disadvantaged communities and community feedback.
4. Establish approach to address priority locations including countermeasure identification.

## Priority Location Assessment

One of the central objectives of the CSAP is to develop projects and programs to address priority safety locations. Prioritizing locations helps the City to focus its resources and better align with the prerequisites of several grant programs the City may pursue. Improvements that address priority locations complement past, current, and planned City and private development projects by adding systemic and site specific improvements that address crash trends and crash likelihood factors identified in the CSAP. The following steps were taken to prioritize locations:

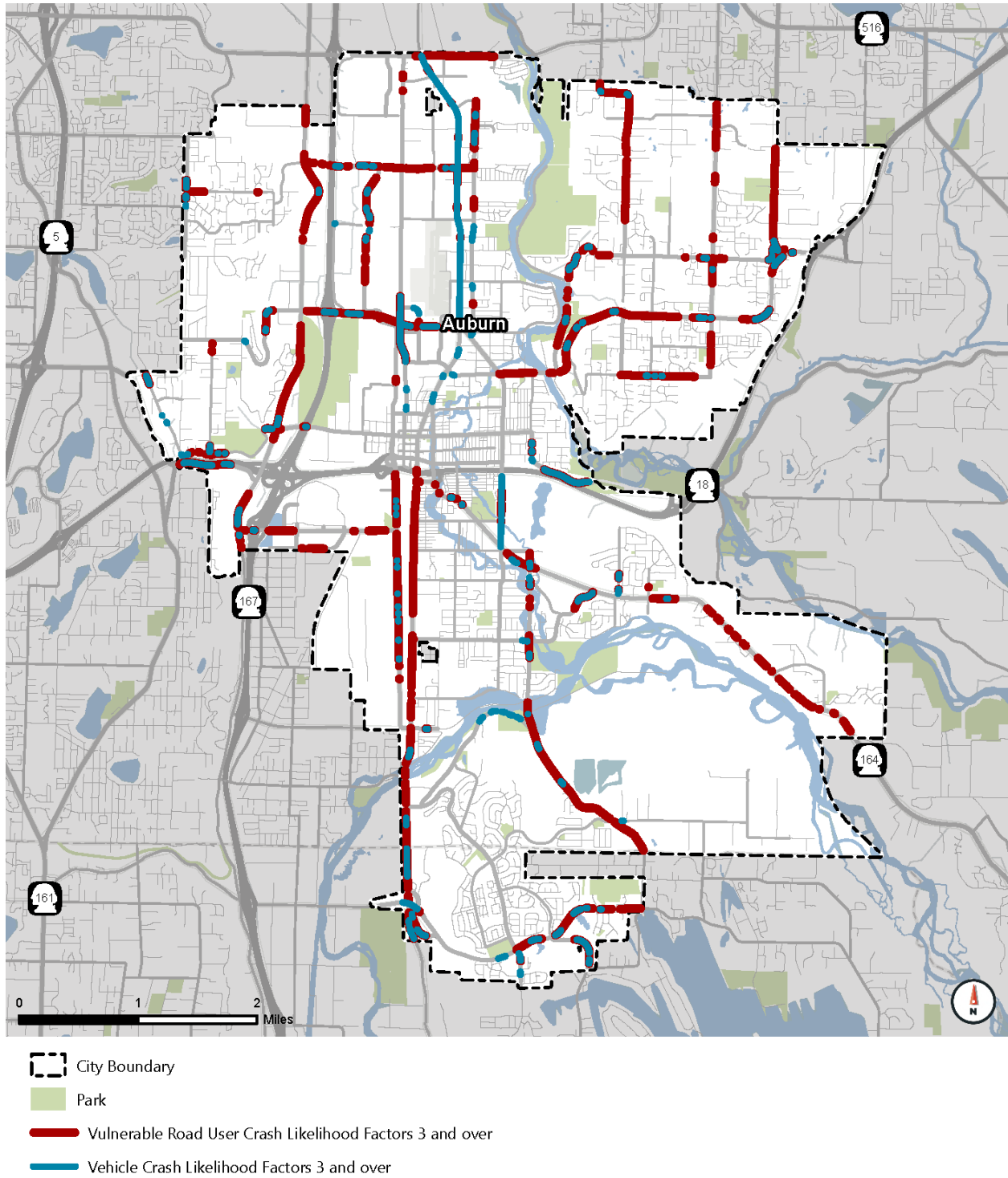
### Step 1 Preliminary Priority Location Identification

To guide its investments, the City will focus on advancing its safety priorities based on criteria that account for both crash history (responsive) and crash potential (proactive) measured through the presence of crash likelihood factors, which are categorized into Vehicle and Vulnerable Road Users.

#### *Street Segments*

Street segments were analyzed separately for Vehicles and Vulnerable Road Users. Preliminary priority locations were identified on roadway segments with the presence of either 3 or more Vehicle or 3 or more Vulnerable Road Users crash likelihood factors present. These roadway segments were included as preliminary priority locations due to their potential greater need for safety improvements.

Figure 9: Road Segments w/3 or More Crash Likelihood Factors Score



### Vehicle Crash Likelihood Factors:

- Arterials with Speed Limit 35+
- Commercial Land Use
- Roadways sections without streetlighting within 300 feet
- Speed Differential over 10mph
- Horizontal Curves

### Vulnerable Road User Crash Likelihood Factors:

- Arterials with Speed Limit 35+
- Commercial Land Use
- Roadways sections without streetlighting within 300 feet
- Facility Does Not Meet Bicycle LTS Standard
- Sidewalks missing on one or both sides on Arterials or Collectors

### Intersections

The SPIS analysis was used to identify intersections as preliminary priority locations. The 15 intersections with the highest SPIS values were selected due to their potential greater need for safety improvements and are listed below in **Table 3** and all high scoring SPIS intersections are shown in **Figure 10**:

**Table 3: Highest Value SPIS Intersections**

	Intersection	Crash Frequency (2018-2022) <sup>7</sup>	Volume Entering	# Of Fatalities <sup>8</sup>	# Of Injuries <sup>7</sup>	# Of Property Damage Only <sup>7</sup>	SPIS Value <sup>9</sup>
1	S 277TH ST & AUBURN WAY N	74	45,990	0	24	50	94.85
2	RIVERWALK DR SE & AUBURN WAY S	33	31,585	1	15	16	86.90
3	WEST VALLEY HWY N & 15TH ST NW	27	20,550	1	13	11	81.77
4	HARVEY RD NE & 15TH ST NE	51	34,150	0	19	30	81.35
5	DOGWOOD ST SE & AUBURN WAY S	29	28,069	1	12	16	81.28
6	SR 167-NORTH RAMP & 15TH ST NW	18	26,890	2	5	10	79.77
7	R ST SE & 21ST ST SE	47	29,244	0	16	30	75.96
8	WEST VALLEY HWY S & PEASLEY CANYON RD S	28	30,763	1	8	19	74.95
9	WEST VALLEY HWY S & SR 18-EAST RAMP	58	22,672	0	11	47	71.48
10	AUBURN WAY S & 6TH ST SE	38	34,940	0	13	25	69.09
11	SE 312TH ST & 124TH AVE SE	32	18,335	0	14	17	68.59

<sup>8</sup> Within a distance of 100 feet from the intersection

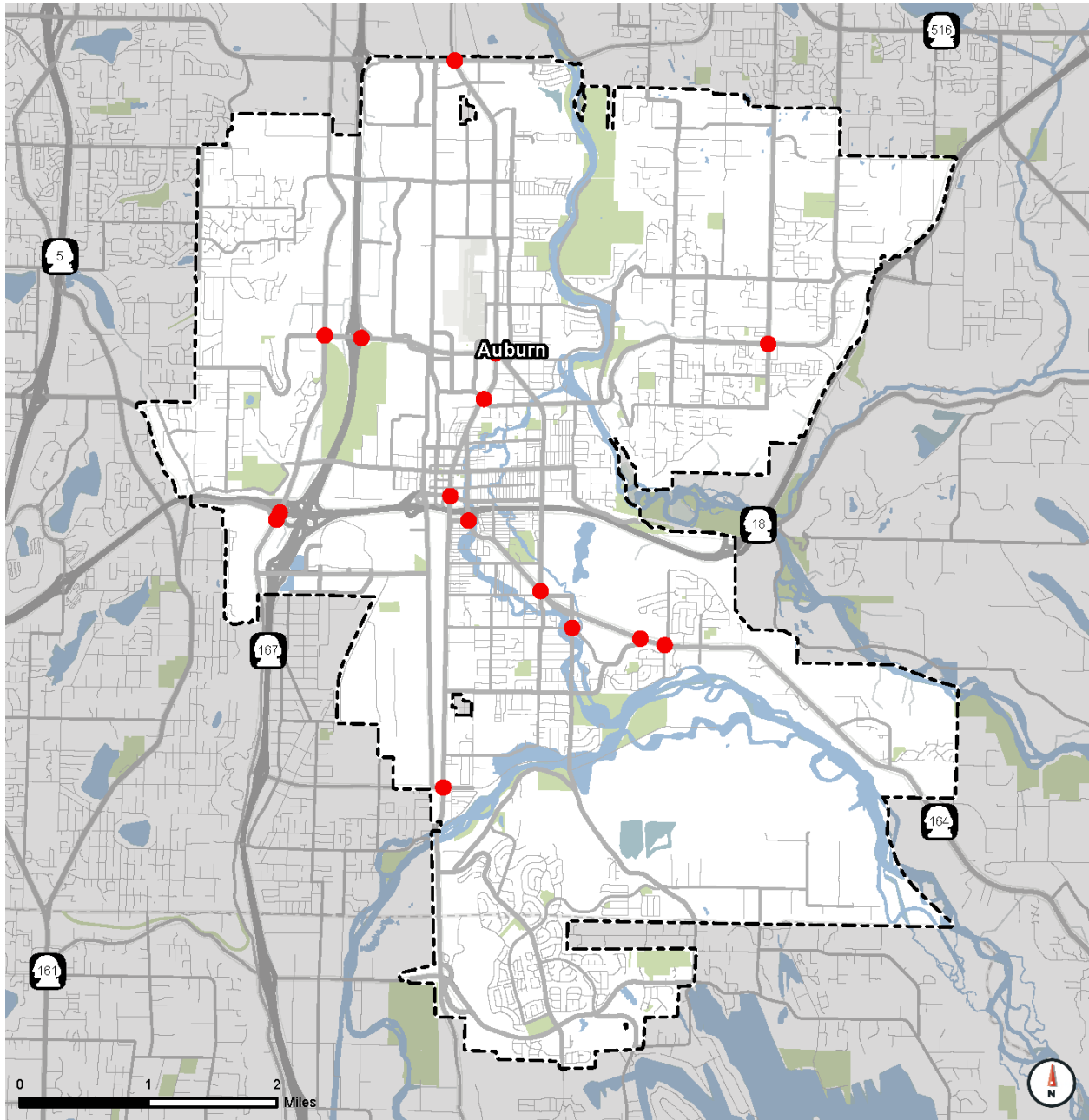
<sup>9</sup> SPIS value is determined by adding the crash frequency, rate, and severity indicator values together.




12	A ST SE & 3RD ST SE	42	30,310	0	12	29	68.57
13	AUBURN WAY N & 8TH ST NE	35	28,070	0	13	21	68.02
14	A ST SE & 41ST ST SE	50	39,093	0	10	37	67.42
15	M ST SE & AUBURN WAY S	30	41,631	0	15	14	67.1

Source: WSDOT Crash Data 2018-2022; City of Auburn Volume Data 2018-2022; Fehr & Peers, 2024



Figure 10: Top 15 SPIS Intersections



-  City Boundary
-  Park
- SPIS Value
-  High-Tier SPIS Intersections

## Step 2 Preliminary Priority Location Screening

Each preliminary priority location was evaluated to determine if the City would identify a priority project to address the location. In this consideration, the City evaluated each location to determine what, if any, recently completed, underway, or planned City or private development projects may include safety countermeasures relevant to the identified safety concerns or risks. The City also evaluated if the location was an area that is within the City's jurisdiction and other relevant factors. **Table 4** below lists the preliminary priority locations that were screened based on these considerations and determined to not move to the next step in the assessment process.

**Table 4 Screened Preliminary Priority Project Locations**

Preliminary Priority Location Intersection or Roadway Segment	City Jurisdiction?	Relevant Projects/Other Considerations
R St SE/21st St SE Intersection	Yes	R St SE/21st St SE Roundabout Project is currently underway.
Sr 167-South Ramp at 15th St SW	No	N/A
SR 167-North Ramp & 15th St NW	No	N/A
West Valley Hwy/SR 18 East Ramp	No	N/A
C St SW: SR 18 to Ellingson Rd	Yes	Existing non-motorized facilities are provided by a separated trail along the west side of the roadway. The east side of the roadway is along the BNSF Railway railyard where no access is allowed. No additional applicable countermeasures were identified.
S 277th St: Auburn Way N to City Limits	Yes	A project was completed that widened S 277th from the intersection of Auburn Way North to L Street NE, including the construction of a separated multi-use trail, street lighting, and other countermeasures.
SE 304th St: SE 306th St to 132nd Ave	Yes	The Lea Hill Safe Routes to School Project, Citywide Uncontrolled Crossing Improvements Project, and various other development projects are completing sidewalk gaps and improving crossings on Lea Hill in the vicinity of Hazelwood Elementary School, Lea Hill Elementary School and Rainier Middle School.
Riverwalk Drive SE: Howard Road to Auburn Way S	Yes	The Riverwalk Drive Non-Motorized Improvements project installed sidewalks, street lighting and other safety countermeasures.

R Street: 17th Street SE to White River Bridge	Yes	Various City projects are complete or underway that are installing multiple safety countermeasures. These projects include the R Street Widening and R Street preservation projects. Additionally, the Citywide guard Rail Project was completed.
104th Ave SE and Lea Hill Rd SE	Yes	The Garden Avenue Improvements Project and the Lea Hill Roundabout Project are constructing improvements that include safety countermeasures on 104 <sup>th</sup> Ave SE near Lea Hill Road.
Lake Tapps Parkway near Bridge of East Valley Highway	Yes	No pedestrian access is intended or provided directly across the bridge. Instead, access is provided adjacent to the bridge via a tunnel underneath the railroad to a trail connection.

Source: Fehr & Peers, 2024

### Step 3 Equity and Community Feedback

Equity considerations are an important component of the Safe System Approach. Low-income communities and communities of color may be disproportionately impacted by transportation safety issues. Additionally, conversations with stakeholders, and the community provided essential input to the development of the CSAP. This step evaluated priority locations based on presence in the Disadvantaged Community layer identified in Chapter 1 and presence of Community feedback identified in Chapter 2.

### Step 4 Project and Countermeasure Identification

The City's prioritization framework provides a rigorous yet flexible approach to advancing corridor and intersection safety projects across the city. Based on the framework of this assessment, the following top priority safety project themes emerged to identify project intersections and corridors which are identified below (final locations shown in **Figure 14**):

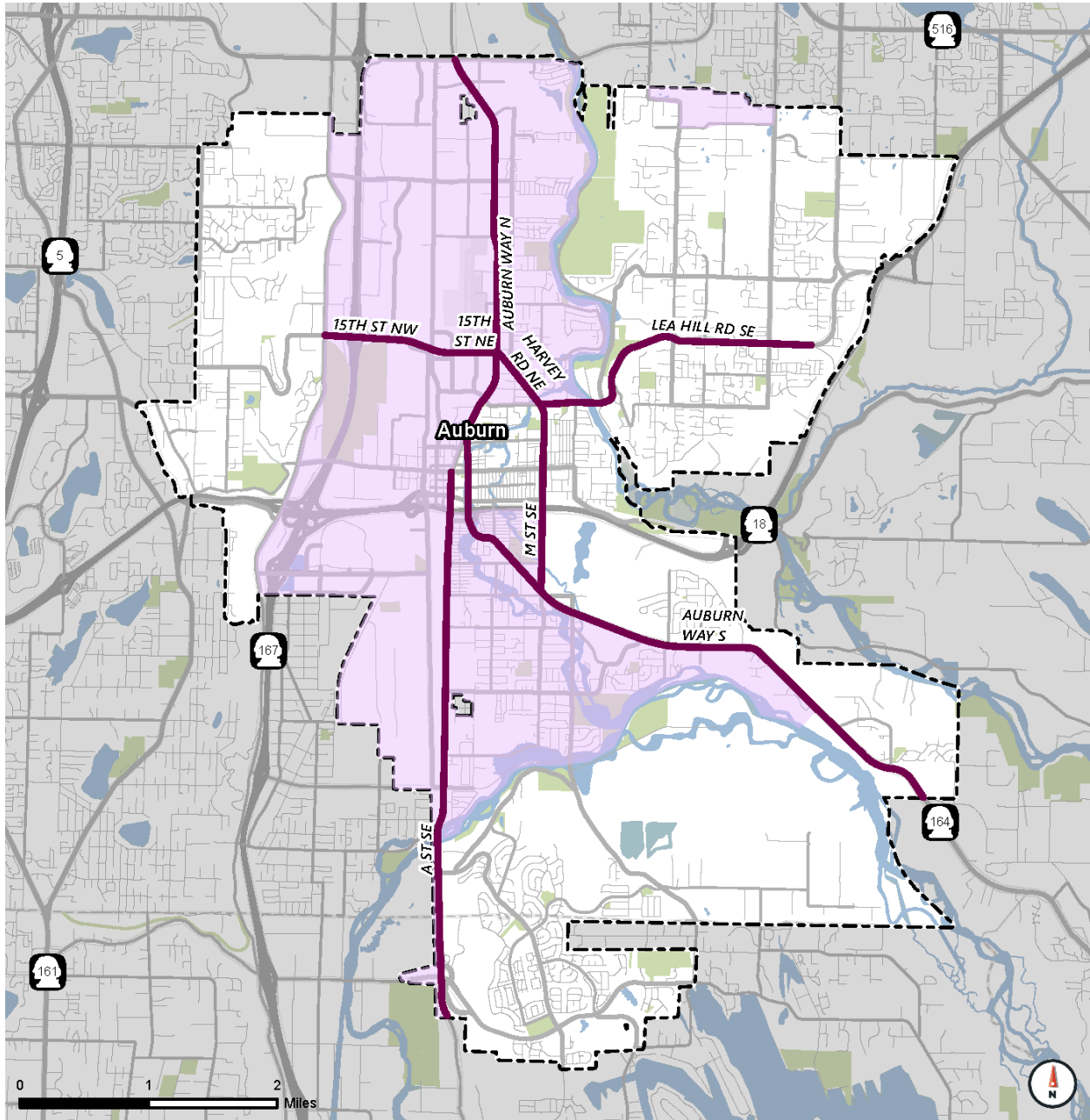
- Safety Emphasis Corridor Focus
- Speed Reduction and Curve Treatment
- Reconnecting Vulnerable Road Users: Filling in Auburn's Sidewalk and LTS Gaps
- Citywide Street Lighting Improvements





#### *Safety Emphasis Corridor Focus*

Safety Emphasis Corridors were identified to show where there is a history of KSIs, the highest number of Crash Likelihood Factors, or the most SPIS intersections. **In Auburn 59% of KSIs have occurred on these Safety Emphasis Corridors.** **Figure 11** shows the Safety Emphasis Corridors. **Tables 5** through **11** provide suggested countermeasures for the Safety Emphasis Corridors in Auburn. It's important to note that not all countermeasures are intended to be implemented and not all may be appropriate for each situation present on

the corridors. The countermeasures are potential options that would be considered as safety improvement projects and programs are developed.

Figure 11 Safety Emphasis Corridor Focus



-  City Boundary
-  Park
-  Safety Emphasis Corridors
-  Disadvantaged Communities

**Table 5: Safety Emphasis Corridor: Auburn Way North**

Location	Auburn Way North: E Main Street to S 277th Street		
<b>Total Crashes</b>	551 Total Crashes		
<b>KSI Crashes</b>	26 KSI		
<b>KSI Involvement</b>	14 Vehicle KSI	3 Bicycle KSI	9 Pedestrian KSI
<b>KSI Type</b>	35% vehicle going straight hits pedestrian 19% fixed object 12% entering at angle 12% vehicle going straight hits bicyclist		
<b>KSI Circumstance</b>	19% under the influence 19% distracted driving 15% involved speeding		
<b>KSI Location</b>	58% not at an intersection		
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	70% of the Corridor		
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	6% of the Corridor		
<b>Top 15 SPIS Intersection</b>	S 277TH ST & AUBURN WAY N HARVEY RD NE & 15TH ST NE AUBURN WAY N & 8TH ST NE		
<b>Disadvantaged Community</b>	98% of the Corridor		
<b>Community Feedback</b>	8 Comments		
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation</li> <li>- Identify desired pedestrian and bicycle crossing locations not at signals or beacons and install enhanced pedestrian crossings (high-intensity activated crosswalk beacon (HAWK) or pedestrian signal)</li> <li>- Consider left turn channelization enhancement at intersections when possible</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections</li> <li>- Lane narrowing</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections</li> <li>- Prioritize pedestrian movements at signalized intersections</li> <li>- Access management with U-turns and driveway consolidation</li> <li>- Widening sidewalks and/or creating buffers or barriers</li> <li>- Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education</li> </ul>		

Source: City of Auburn and Fehr & Peers, 2024

**Table 6: Safety Emphasis Corridor: Auburn Way South**

Location		Auburn Way South: SR 18 to Noble Court	
<b>Total Crashes</b>	499 Total Crashes		
<b>KSI Crashes</b>	22 KSI		
<b>KSI Involvement</b>	12 Vehicle KSI	1 Bicycle KSI	9 Pedestrian KSI
<b>KSI Type</b>	32% vehicle going straight hits pedestrian 14% fixed object		
<b>KSI Circumstance</b>	23% vehicle not granting right of way 18% under the influence 9% speeding		
<b>KSI Location</b>	59% not at an Intersection		
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	6% of the Corridor		
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	15% of the Corridor		
<b>Top 15 SPIS Intersection</b>	RIVERWALK DR SE & AUBURN WAY S DOGWOOD ST SE & AUBURN WAY S AUBURN WAY S & 6TH ST SE M ST SE & AUBURN WAY S		
<b>Disadvantaged Community</b>	100% of the Corridor		
<b>Community Feedback</b>	12 Comments		
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections</li> <li>- Convert existing enhanced pedestrian crossings to a high-intensity activated crosswalk beacon (HAWK)</li> <li>- Consider left turn channelization enhancement at intersections when possible</li> <li>- Lane narrowing</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections</li> <li>- Prioritize pedestrian movements at signalized intersections</li> <li>- Access management with U-turns and driveway consolidation</li> <li>- Widening sidewalks and/or creating buffers or barriers</li> <li>- Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education.</li> </ul>		

Source: City of Auburn and Fehr & Peers, 2024

**Table 7: Safety Emphasis Corridor: Auburn Way South**

Location	Auburn Way South: Noble Court to City Limits		
<b>Total Crashes</b>	110 Total Crashes		
<b>KSI Crashes</b>	6 KSI		
<b>KSI Involvement</b>	6 Vehicle KSI		
<b>KSI Type</b>	33% left turn movement 33% fixed object		
<b>KSI Circumstance</b>	33% under the influence		
<b>KSI Location</b>	50% not at an intersection		
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	0% of the Corridor		
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	92% of the Corridor		
<b>Top 15 SPIS Intersection</b>	n/a		
<b>Disadvantaged Community</b>	45% of the Corridor		
<b>Community Feedback</b>	1 Comments		
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation</li> <li>- Identify desired pedestrian crossing locations and install enhanced pedestrian crossings (high-intensity activated crosswalk beacon (HAWK) or pedestrian signal)</li> <li>- Lane narrowing</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections</li> <li>- Increase lighting focused at intersections and desired crossing locations</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing, and no right on red at existing signalized intersections</li> <li>- Install pedestrian and bicycle facilities following City and WSDOT standards</li> <li>- Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education.</li> </ul>		

Source: City of Auburn and Fehr & Peers, 2024



**Table 8: Safety Emphasis Corridor: 15th Street NW/NE**

Location		15th Street NW/NE: West Valley Highway to Auburn Way North		
<b>Total Crashes</b>	141 Total Crashes			
<b>KSI Crashes</b>	12 KSI			
<b>KSI Involvement</b>	9 Vehicle KSI	1 Bicycle KSI	2 Pedestrian KSI	
<b>KSI Type</b>	33% turning movement 25% entering at angle 8% fixed object			
<b>KSI Circumstance</b>	33% involved speeding 17% involved vehicle not granting right of way			
<b>KSI Location</b>	83% were located at an intersection or driveway			
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	25% of the Corridor			
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	65% of the Corridor			
<b>Top 15 SPIS Intersection</b>	WEST VALLEY HWY N & 15TH ST NW HARVEY RD NE & 15TH ST NE SR 167-NORTH RAMP & 15TH ST NW			
<b>Disadvantaged Community</b>	100% of the Corridor			
<b>Community Feedback</b>	1 Comments			
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation</li> <li>- Consider left turn channelization enhancement at intersections when possible</li> <li>- Construct new and continuous sidewalks through the corridor to eliminate gaps.</li> <li>- Lane narrowing</li> <li>- Widening sidewalks and/or creating buffers or barriers.</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections</li> <li>- Prioritize pedestrian movements at signalized intersections</li> <li>- Access management with U-turns and driveway consolidation</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections</li> <li>- Complete street lighting gaps.</li> <li>- Encourage safer driver behavior through camera speed enforcement, speed emphasis patrols/campaigns and/or education.</li> </ul>			

Source: City of Auburn and Fehr & Peers, 2024

**Table 9: Safety Emphasis Corridor: A Street SE**

Location	A Street SE: E Main Street to City Limits		
<b>Total Crashes</b>	565 Total Crashes		
<b>KSI Crashes</b>	22 KSI		
<b>KSI Involvement</b>	16 Vehicle KSI	1 Bicycle KSI	5 Pedestrian KSI
<b>KSI Type</b>	39% turning movement 18% vehicle going straight hits pedestrian 14% rear end		
<b>KSI Circumstance</b>	39% vehicle not granting right of way 18% speeding		
<b>KSI Location</b>	55% at an intersection or driveway		
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	3% of the Corridor		
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	71% of the Corridor		
<b>Top 15 SPIS Intersection</b>	A ST SE & 3RD ST SE A ST SE & 41ST ST SE		
<b>Disadvantaged Community</b>	100% of the Corridor		
<b>Community Feedback</b>	12 Comments		
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation.</li> <li>- Consider left turn channelization enhancement at intersections when possible</li> <li>- Construct new and continuous sidewalks through the corridor to eliminate gaps.</li> <li>- Install new traffic signals.</li> <li>- Lane narrowing</li> <li>- Widening sidewalks and/or creating buffers or barriers.</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections.</li> <li>- Prioritize pedestrian movements at signalized intersections.</li> <li>- Access management with U-turns and driveway consolidation.</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections.</li> <li>- Complete street lighting gaps.</li> <li>- Improve Neighborhood Greenway offset from A Street for bicycle facilities.</li> <li>- Encourage safer driver behavior through camera speed enforcement, speed emphasis patrols/campaigns and/or education.</li> </ul>		

Source: City of Auburn and Fehr & Peers, 2024

**Table 10: Safety Emphasis Corridor: Harvey Road/M Street NE**

Location	Harvey Road/M Street NE: Auburn Way North to Auburn Way South		
<b>Total Crashes</b>	282 Total Crashes		
<b>KSI Crashes</b>	8 KSI		
<b>KSI Involvement</b>	7 Vehicle KSI		1 Pedestrian KSI
<b>KSI Type</b>	25% fixed object 13% entering at angle		
<b>KSI Circumstance</b>	25% improper turning 25% under the influence 25% speeding		
<b>KSI Location</b>	75% at an intersection		
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	46% of the Corridor		
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	13% of the Corridor		
<b>Top 15 SPIS Intersection</b>	HARVEY RD NE & 15TH ST NE M ST NE & 8TH ST NE		
<b>Disadvantaged Community</b>	85% of the Corridor		
<b>Community Feedback</b>	3 Comments		
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation.</li> <li>- Consider left turn channelization enhancement at intersections when possible</li> <li>- Construct new and continuous sidewalks through the corridor to eliminate gaps.</li> <li>- Install new traffic signal.</li> <li>- Lane narrowing</li> <li>- Widening sidewalks and/or creating buffers or barriers.</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections.</li> <li>- Prioritize pedestrian movements at signalized intersections.</li> <li>- Access management with U-turns and driveway consolidation.</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections.</li> <li>- Complete street lighting gaps.</li> <li>- Encourage safer driver behavior through camera speed enforcement, DUI emphasis patrols/campaigns and/or education.</li> </ul>		

Source: City of Auburn and Fehr & Peers, 2024

**Table 11: Safety Emphasis Corridor: Lea Hill Road SE**

Location	Lea Hill Road SE: Harvey Rd NE to SE 312 <sup>th</sup> Way		
<b>Total Crashes</b>	288 Total Crashes		
<b>KSI Crashes</b>	9 KSI		
<b>KSI Involvement</b>	6 Vehicle KSI		3 Pedestrian KSI
<b>KSI Type</b>	33% vehicle going straight or turning hits pedestrian 22% entering at angle 11% fixed object		
<b>KSI Circumstance</b>	11% improper turning 22% did not grant right of way 22% speeding		
<b>KSI Location</b>	55% at an intersection		
<b>Percent of Corridor w/3 or More Vehicle Crash Likelihood Factors Present</b>	4% of the Corridor		
<b>% of Corridor w/3 or More VRU Crash Likelihood Factors Present</b>	38% of the Corridor		
<b>Top 15 SPIS Intersection</b>	SE 312TH ST & 124TH AVE SE		
<b>Disadvantaged Community</b>	42% of the Corridor		
<b>Community Feedback</b>	9 Comments		
<b>Recommended Safety Countermeasures</b>	<ul style="list-style-type: none"> <li>- Fixed object/pole removal or relocation.</li> <li>- Construct new and continuous sidewalks, trails, or bicycle facilities through the corridor to eliminate gaps.</li> <li>- Install roundabouts.</li> <li>- Evaluate signals for coordinated timing, protected left –turn phasing and timing at existing signalized intersections.</li> <li>- Prioritize pedestrian movements at signalized intersections.</li> <li>- Access management with U-turns and driveway consolidation.</li> <li>- Add Leading Pedestrian Intervals (LPI) at existing signalized intersections.</li> <li>- Complete street lighting gaps.</li> <li>- Encourage safer driver behavior through camera speed enforcement, speed emphasis patrols/campaigns and/or education.</li> </ul>		

Source: City of Auburn and Fehr & Peers, 2024

*Speed Reduction and Curve Treatment*

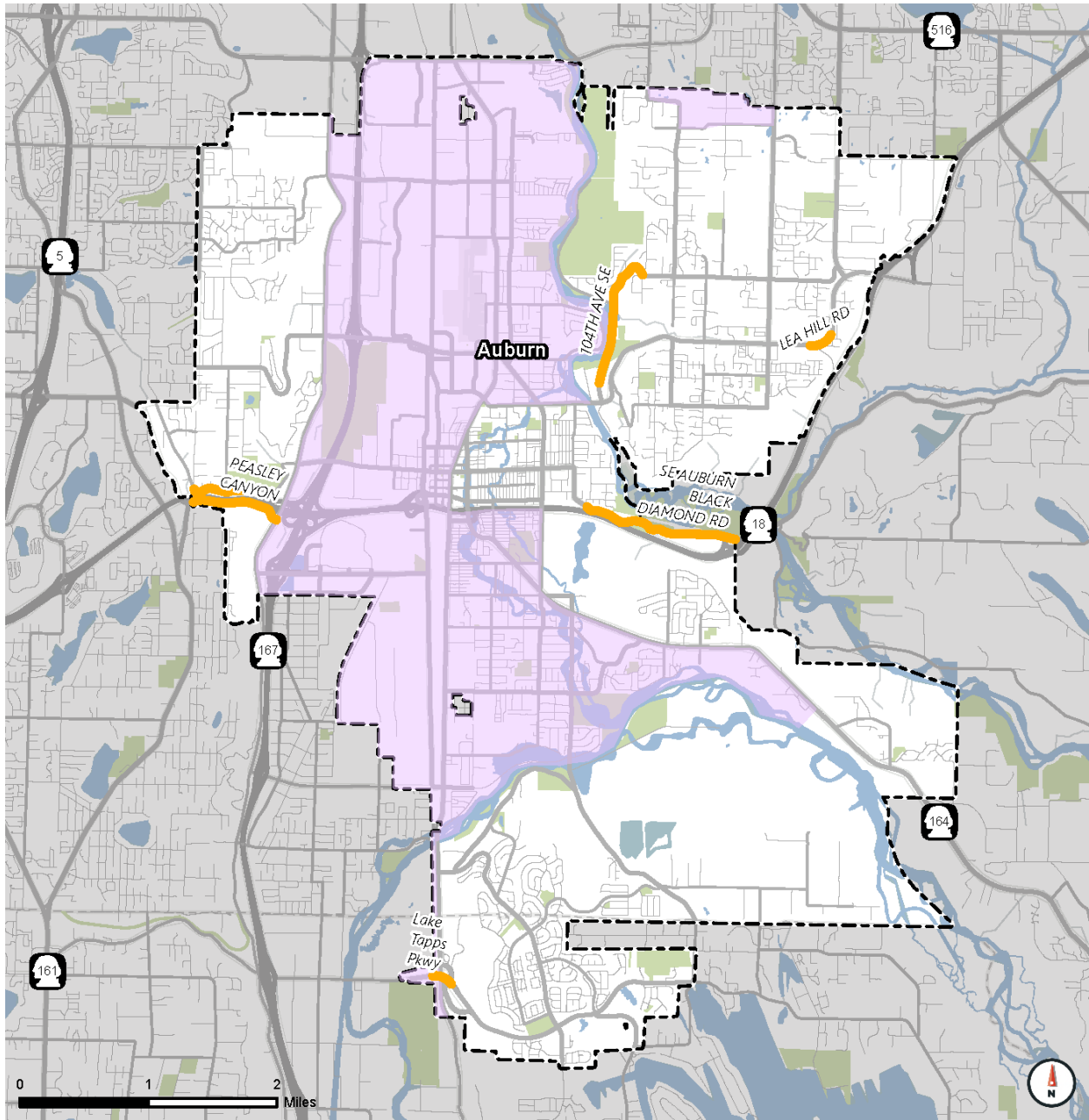
The final priority locations selected for Speed Reduction and Curve Treatment are shown in **Table 12** and **Figure 12**:





**Table 12: Speed Reduction and Curve Treatment Locations**

Location	Crash Likelihood Factor	Top Tier SPIS Intersection	% Disadvantaged Community	Public Feedback
S 331st Street/Mountain View Dr: 51st Ave S to W Valley Highway S	3	No	0%	No
Peasley Canyon Rd S: W Valley Highway S to City Limit	3	W Valley Hwy and Peasley Canyon Rd	0%	No
Lake Tapps Pkwy City Limits to Terrace View Dr SE	3	No	50%	Yes
SE Auburn Black Diamond Rd: T ST SE to City Limits	3	No	0%	Yes
Lea Hill Rd: SE 312 <sup>th</sup> Way to 132 <sup>nd</sup> Ave SE	3	No	0%	Yes
104 <sup>th</sup> Ave SE: SE 320 <sup>th</sup> St to SE 304 <sup>th</sup> St	3	No	0%	No

Source: Fehr & Peers, 2024

Figure 12: Speed Reduction and Curve Treatment Locations



-  City Boundary
-  Park
-  Disadvantaged Communities
-  Speed Reduction and Curve Treatment Segments

Recommended countermeasures for these locations could include, but not limited to:

- Suggested Countermeasures<sup>10</sup>
- Speed indicator signs
  - Reduce posted speed limit
  - Median treatment
  - Raised intersections and raised pedestrian crossings
  - Chicanes and narrowed intersections
  - Right turn on red restrictions
  - Protected turns
  - New traffic signals
  - Roundabouts, mini roundabouts, traffic circles
  - Lighting
  - Refuge island and medians
  - Curb bulbs to reduce crossing distances
  - Lane narrowing
  - High friction surface treatment
  - Redesign intersection approaches to improve sight distances and improve intersection visibility on approaches
  - Road diet
  - Left-turn channelization
  - Install tubular (candlesticks) delineators
  - Removal/relocation of fixed objects
  - Install/revise curvature warning signage

Source: City of Auburn and Fehr & Peers, 2024

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<sup>10</sup> More detail and additional Countermeasures in Appendix B

*Reconnecting Vulnerable Road Users: Filling in Auburn’s Sidewalk and LTS Gaps*

The final priority locations selected for Reconnecting Vulnerable Road Users are shown in **Table 13** and **Figure 13**.

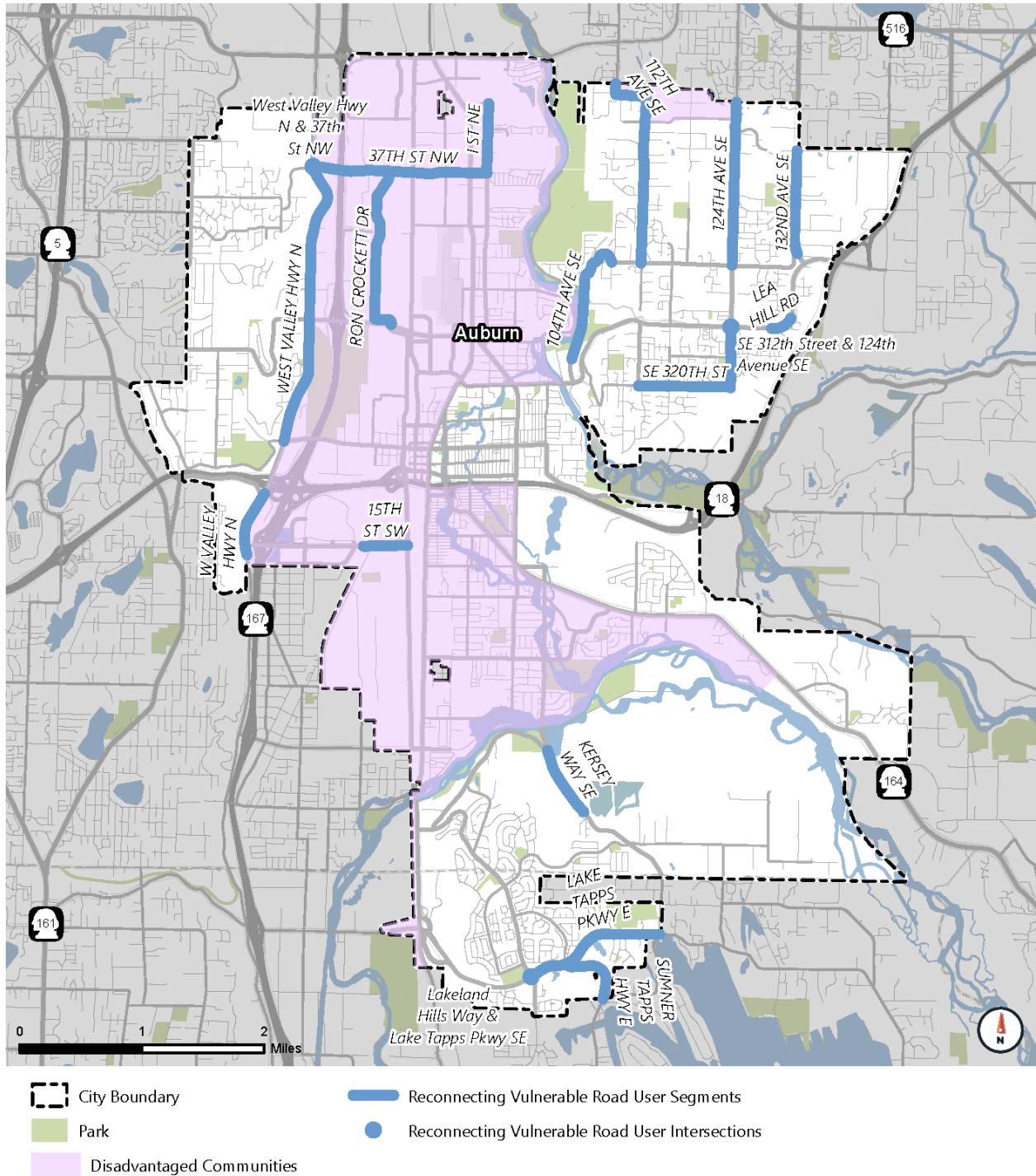
**Table 13: Reconnecting Vulnerable Road User Locations**

Location	VRU Crash Likelihood Factor	Top Tier SPIS Intersection	Disadvantaged Community	Public Feedback
SE 312th Street at 124th Avenue SE	3	Yes	0%	Yes
Lakeland Hills Way SE at Lake Tapps Pkwy SE	3	No	0%	Yes
West Valley Hwy N at 37th St NW	3	No	100%	Yes
15th Street SW: Interurban Trail to C Street SW	3	No	100%	No
132nd Avenue SE: SE 304th Street to SE 288th Street	3	No	0%	Yes
37th Street NE/NW: I Street NE to West Valley Highway N	3	No	100%	Yes
W Valley Highway N: 37th Street NW to W Main Street	3	West Valley Hwy N & 15th St NW	100%	Yes
W Valley Highway N: SR18 to City Limits	3	West Valley Hwy S & Peasley Canyon Rd S	100%	No
I Street: 45 <sup>th</sup> Street NE to 37 <sup>th</sup> Street NE	3	No	100%	No
Lake Tapps Parkway: Lakeland Hills Way to City Limits	3	No	0%	Yes
Sumner Tapps Parkway: Lake Tapps Parkway to City Limits	3	No	0%	Yes
SE 320 <sup>th</sup> St: 112 <sup>th</sup> Ave SE to SE 319 <sup>th</sup> Pl	3	No	0%	Yes
Ron Crockett Dr: 15 <sup>th</sup> St NW to 37 <sup>th</sup> St NW	3	No	100%	Yes
112 <sup>th</sup> Ave SE: SE 304 <sup>th</sup> St to City Limits	3	No	25%	Yes
124 <sup>th</sup> Ave SE: SE 304 <sup>th</sup> St to City Limits	3	No	0%	Yes
124 <sup>th</sup> Ave SE: SE 320 <sup>th</sup> St to SE 312 <sup>th</sup> St	3	SE 312th St & 124th Ave SE	0%	Yes
Lea Hill Rd: SE 312 <sup>th</sup> Way to 132 <sup>nd</sup> Ave SE	3	No	0%	Yes
104 <sup>th</sup> Ave SE: SE 320 <sup>th</sup> St to SE 304 <sup>th</sup> St	3	No	0%	No
Kersey Way: White River Bridge to 50 <sup>th</sup> St SE	3	No	0%	Yes

Source: Fehr & Peers, 2024



Figure 13: Reconnecting Vulnerable Road User Locations



Recommended countermeasures for these locations could include, but not limited to:

- Suggested Countermeasures<sup>11</sup>
- Reduce posted speed limit
  - Median treatment
  - Consolidate driveways
  - Speed cushions, raised crosswalks, and speed tables
  - Chicanes and narrowed intersections
  - Install delineators/flex posts
  - Right turn on red restrictions
  - Protected turns
  - Left-turn restrictions
  - Leading bike interval
  - Leading pedestrian interval
  - Additional pedestrian crossing time
  - Enhanced pedestrian crossings
  - Signal timing changes
  - Bicycle signals
  - New and/or widened sidewalks
  - ADA curb ramps
  - Roundabouts
  - Bike lanes and buffered bike lanes
  - Bicycle boulevards on low volume streets
  - Separate shared-use or bicycle path
  - Bike box
  - Lighting
  - Refuge island and medians
  - Shorten crossing distance including curb extension construction
  - Lane narrowing
  - Redesign intersection approaches to improve sight distances and improve intersection visibility on approaches
  - Road diet

Source: City of Auburn and Fehr & Peers, 2024

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<sup>11</sup> More detail and additional Countermeasures in Appendix B

### Citywide Street Lighting Improvements:

Streetlights help bring visual awareness to users of the roadway and can help reduce the incidence of crashes at specific locations. Setting street lighting guidelines can help provide illuminance lighting values for different street classifications. Minimum lighting levels should rise with street functional classification. Higher lighting levels are recommended at intersections and mid-block pedestrian crossings, and sometimes to supplement pedestrian scale lighting if it is determined that overhead lighting is inadequate.

Specific locations were identified in **Table 14** and the 2024 Local Road Safety Plan and have additional crash likelihood factors associated with them and/or KSIs<sup>12</sup>:

**Table 14: Citywide Street Lighting Improvements**

Location	Vehicle Crash Likelihood Factor	Top Tier SPIS Intersection	Disadvantaged Community	Public Feedback
15th Street NE (Auburn Way N to W Valley Hwy N)	3	West Valley Hwy N & 15th St NW SR 167-North Ramp & 15th St NW Harvey Rd NE & 15th St NE	100%	No
Oravetz Road (Joyce Ct SE to Kersey Way)	3	No	0%	Yes
Lake Tapps Parkway (Sumner Tapps to City Limits)	3	No	0%	Yes
Sumner Tapps Parkway (Lake Tapps Parkway to City Limits)	3	No	0%	No

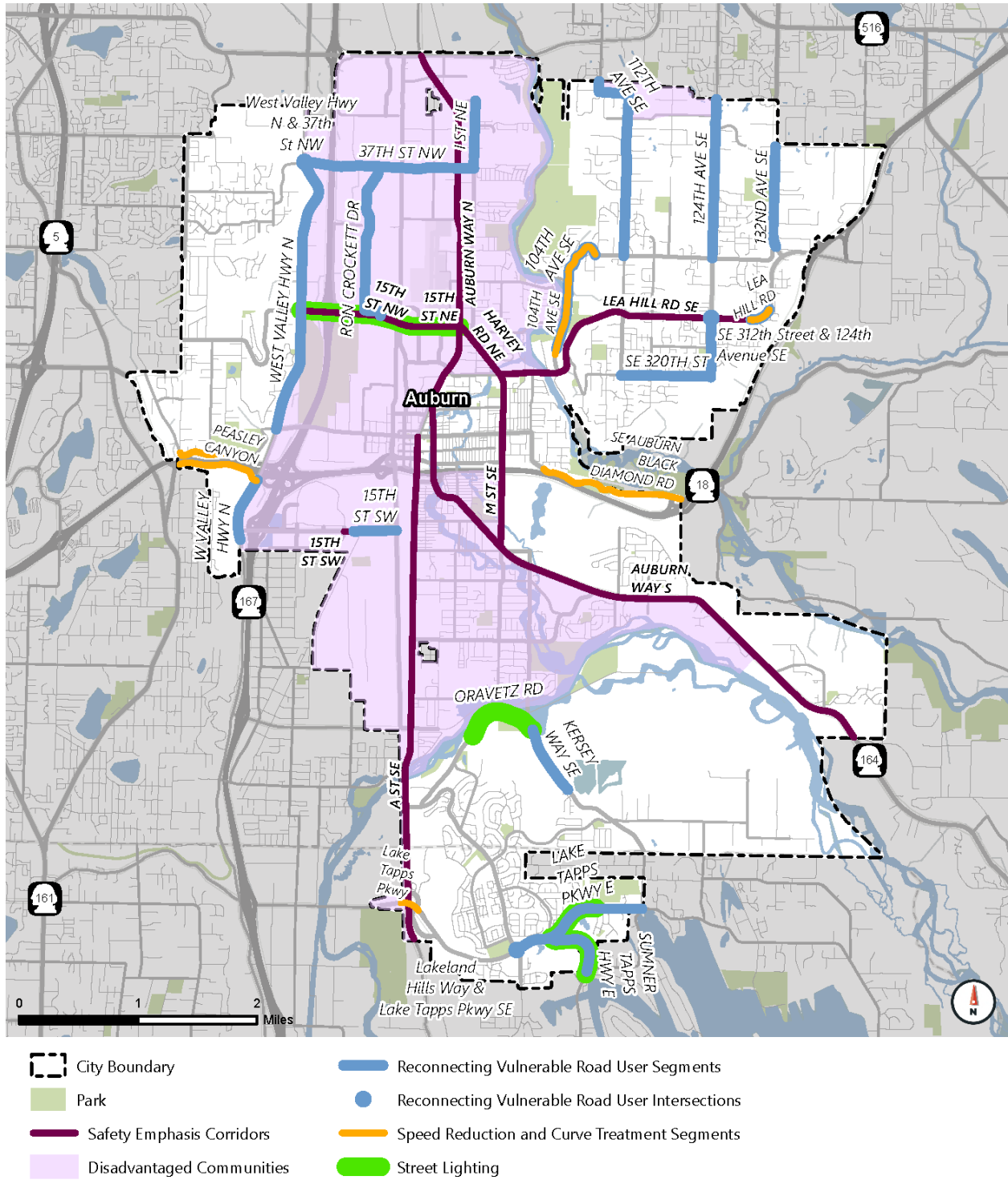
Source: Fehr & Peers, 2024

### Final Priority Project Locations

**Figure 14** shows the final priority project locations identified from steps 1 through 4. Additional engineering study is needed prior to permitting, design, and construction phases of any of the projects listed in this plan.

<sup>12</sup> These locations are not limited to these bullet points. All locations in the City are applicable. This is pulled from the 2024 Local Road Safety Plan.

Figure 14: Final Priority Project Locations



# Chapter 5: Identify

This section presents safety countermeasures covering the Safe System elements that address the crash trends identified through the crash analysis process. This section also builds upon the work that Auburn has already done to prioritize safer roadway design through efforts such as project implementation, grant applications, maintenance activities, and adoption of planning documents that identify priorities and future projects. The focus on the Safe System Approach, along with the emphasis on equity, helps to provide alignment with the CSAP’s vision and goals, and sets Auburn up for success in recognition of emerging safety best practices.

## Proven Safety Countermeasures

Engineering countermeasures are physical, infrastructure-based improvements that can be made to roadways to make them safer by design. Engineering countermeasures help address the Safe Roads and Safe Speeds elements of the Safe System Approach.

A toolbox of engineering countermeasures is included in **Appendix B**. Many of these countermeasures can help address the crash likelihood factors and crash trends included in the Analyze Chapter of this plan. Most of the countermeasures have been identified by FHWA as “Proven Safety Countermeasures” and can be advantageous for use in Highway Safety Improvement Program (HSIP) grant funding applications. There are also many effective safety countermeasures beyond those listed in FHWA, and several are included in this toolbox.

**What You'll See in This Toolbox**

The image shows a sample entry for 'Rumble Strips' in a toolbox. It includes an icon of a road with rumble strips, a title, a detailed description of how rumble strips work, a cost field, a crash type of 'All', and a CRF of 15%. It also references the FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads. Callouts on the left side of the image point to various parts of the entry: 'Countermeasure icon' points to the road icon, 'Countermeasure Title' points to the title 'Rumble Strips', 'Countermeasure Description' points to the descriptive text, 'Cost (\$/\$\$/\$\$\$)' points to the cost field, 'Crash Type' points to 'Crash Type: All', and 'Crash Reduction Factor' points to 'CRF: 15%'.

## Safe System Action Plan

To supplement the CTP, Auburn has listed CSAP strategies to advance its safety goals and institutionalize safe system practices in its policies, programs, and operations. The safety action plan is organized into six core elements, including five aligned with the Safe System

Approach – safe users, safe roadways, safe vehicles, safe speeds, and post-crash care – and one additional category capturing planning and culture in **Table 15**. For every action anticipated responsible party, timeline, and cost is identified:

- **Near-term** actions are priorities within 1-3 years as staff resources allow;
- **Mid-term** actions are priorities within the following 4-7 years as staff resources allow; and
- **Long-term** actions are priorities beyond 7 years as staff resources allow.
- Several actions are identified as **Ongoing**, indicating that they are actions already underway in the City and anticipated to continue through continued investment.
- **\$** is low-cost and low staff resources;
- **\$\$** is medium cost at medium level of staff resources; and
- **\$\$\$** is the highest cost to implement and the highest level of staff resources.

**Table 15 Safe System Action Plan Recommended Strategies**

Element	Category	Action Items	Responsible Party	Cost	Time frame
Planning and Culture	Leadership and Commitment	<b>Performance indicator monitoring:</b> Implement a monitoring process to evaluate progress of safety performance indicators. Publicly share annual updates regarding implementation progress and performance indicators.	Public Works	\$	Near
		<b>Safe System training:</b> Develop and implement an ongoing Safe System training program as appropriate, focused on management and key staff in City departments whose work touches transportation.	Public Works HR	\$	Near
	Meaningful Engagement	<b>Safety website:</b> Expand the City's existing project website into a program website to inform the public about Auburn's safety program goals and progress and the effectiveness of implemented safety projects.	Public Works	\$	Near
		<b>Materials in Title 6 Languages:</b> Provide community engagement materials about traffic safety in Auburn's Title 6 residents whose first language is not English.	Public Works Office of Equity	\$	Mid
Data and Analysis	<b>Auburn See-Click-Fix (SCF) System:</b> Review the Auburn SCF process for reporting concerns to ensure effective tracking of requests for safety interventions. Establish a data-driven approach for evaluating the reports/requests.	Public Works	\$	On-going	

		<b>Innovative data:</b> Explore opportunities to better leverage the City's existing data platforms, and research innovative data collection and analysis approaches, such as crowdsourcing or video detection data.	Public Works	\$\$\$	Long
		<b>Data dashboard:</b> Create and maintain a data dashboard and update schedule to provide regular progress updates on Safety implementation.	Public Works	\$	Near
Funding		<b>Project evaluation framework:</b> Develop a project evaluation framework that prioritizes funding based on KSI crash reduction opportunities, especially for under-resourced and underserved populations.	Public Works	\$\$	Mid
		<b>Grant funding:</b> Proactively pursue grant funding to implement projects from the Plan.	Public Works	\$	On-going
		<b>Safety in transportation projects:</b> Institutionalize safety considerations in all project types to systematically implement safety improvements. Develop and update the City's Transportation Improvement Program (TIP) to enhance safety benefits as funding allows.	Public Works	\$	On-going
Development Review		<b>Safety impact assessment:</b> Develop a process to conduct safety impact assessments of new land use developments to identify required or recommended safety improvements.	Public Works Community Development	\$\$	Long
Underserved communities		<b>Underserved communities in plans and projects:</b> Set goals based on project needs related to safety improvements for populations that have been traditionally under-resourced and underserved. Incorporate into project planning, design, implementation, and assessment.	Public Works	\$	Mid
		<b>Community engagement:</b> Continue to engage traditionally under-resourced and underserved communities in safety projects and programs by establishing a process of community engagement for Safety projects.	Public Works Office of Equity	\$	Mid
		<b>Transportation Advisory Board (TAB) Feedback:</b> Use the Transportation Advisory Board to help advise on safety project development and build relationships and trust with community leaders in under-resourced and underserved communities.	Public Works	\$	On-going

Safe Users	Education	<p><b>Improving road user behavior campaign:</b> Focused outreach campaign and educational programs on the behaviors and target audiences most linked to fatalities and serious injuries, including improper turning, obeying traffic signs and signals, and high speeds. Leverage partnerships with community-based organizations and advocacy groups.</p>	Public Works Administration	\$\$	On-going
		<p><b>Motorcycle outreach and education:</b> Facilitate outreach and educational opportunities for motorcycle riders and similar road users to encourage safe and informed riding. Collaborate with external partners to support a diversion program.</p>	Public Works Police	\$\$	Mid
		<p><b>SRTS Program:</b> Continue to implement safe walking and biking curriculum to elementary schools and implement safe walking and bicycling curriculum to middle school students throughout Auburn.</p>	Public Works Parks	\$	On-going
		<p><b>Youth leadership:</b> Develop targeted engagement for middle and high school students and families in traffic safety, with a focus on empowering youth leadership to promote safe transportation in their school communities.</p>	Public Works	\$\$	Mid
Safe Roadways	Crash Avoidance	<p><b>Educational Messaging at Safety Emphasis Corridors:</b> Provide clear safety education messaging and public awareness along the Safety Emphasis Corridors to increase awareness among travelers.</p>	Public Works	\$	Mid
		<p><b>Bicycle network:</b> Build LTS transportation facilities that provide high-quality, low-stress connections for people bicycling to key destinations, including schools, libraries, and community centers, supporting an age-friendly environment.</p>	Public Works	\$\$\$	On-going
		<p><b>Pedestrian network:</b> Build sidewalk facilities that provide high-quality connections for people walking to key destinations.</p>	Public Works	\$\$\$	On-going
		<p><b>Priority safety projects:</b> Review roadway design standards to integrate with the Safe System Roadway Design Hierarchy.</p>	Public Works	\$	On-going
	Speed Reduction	<p><b>Intersection design:</b> Evaluate intersection design and control decisions in the planning or scoping stage of projects for opportunities to better prioritize using design and control strategies that separate users in time and space.</p>	Public Works	\$\$\$	On-going
	<p><b>Signal timing:</b> Adopt signal timing policies that prioritize pedestrian safety.</p>	Public Works	\$\$	Mid	



		<b>Maintenance:</b> Prioritize routine maintenance of infrastructure on Safety Emphasis Corridors.	Public Works	\$	On-going
		<b>Quick builds:</b> Systematically apply low cost safety countermeasures Citywide, including through adoption of policies to streamline and expedite project delivery.	Public Works	\$\$	Mid
		<b>Crosswalk policy:</b> Develop a Citywide crosswalk practice to enhance safety of pedestrian crossings.	Public Works	\$	Mid
	Design and Operations	<b>Design Standards and standard details:</b> Update City design standards and standard details to include best practices in speed management, LTS standards (e.g., roadway geometries are designed for context-appropriate speeds).	Public Works	\$	Near
Safe Speeds	Enforcement	<b>Photo Enforcement:</b> Continue school zone photo enforcement and expand photo enforcement into more school zones and into non-school zones as allowed by state law and authorized by city council.	Police Public Works	\$	On-going
		<b>Speed feedback signs:</b> Develop and implement a program to install rotating speed feedback sign locations and ensure accuracy and maintenance of signage.	Police Public Works	\$\$	Mid
		<b>Speed management plan:</b> Develop a speed management plan with the goal of slowing vehicle speeds on the Safety Emphasis Corridors using tools such as speed limit reductions, traffic signal re-timing, installing traffic calming devices, and re-purposing travel lanes. The plan will include complementary tools like education and outreach and high visibility enforcement to slow speeds.	Public Works	\$\$	Mid
Safe Vehicles	Coordination	<b>Vehicle Safety:</b> Coordinate with other local, regional and state agencies to advocate for vehicle safety enhancements as well as technologies used in private automobile industry.	Public Works	\$	Mid
	Policies and Programs	<b>Emerging Trends:</b> Review, update, and maintain local ordinances regarding the appropriate use of emerging micromobility technologies such as e-scooters and e-bikes.	Public Works	\$	Mid
Post Crash Care	Crash Investigation	<b>Crash reporting:</b> Employ crash reporting practices that promote complete and accurate data collection and documentation of road user behavior and infrastructure.	Police	\$\$	Long

		<b>Data sharing:</b> Share data across agencies and organizations, including first responders and hospitals, to develop a holistic understanding of the safety landscape and improve data accuracy to reduce the likelihood of crash underreporting.	All	\$\$	Long
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Source: Fehr & Peers, 2024

## Implementation Strategies

Implementation is a critical step in the CSAP process. Considerations for successful implementation include:

*Oversight & Accountability* – Forming an advisory committee force made up of stakeholders (such as Public Works and representatives from Police, Fire, Schools) and community members helps maintain sustained focus and success in implementing projects and actions identified in the CSAP. Such a committee would meet regularly to discuss delivery of projects, status of action items, and provide general support to advancing CSAP implementation.

*Coordination & Partnerships* – Providing regular updates on action plan progress and coordinating with agency partners (see Responsible Parties column in **Table 15**) helps create sustained support, creates opportunities to bundle safety projects or initiatives with other related ongoing efforts, and facilitates CSAP implementation.

*Communication* – Continued communication with stakeholders and community members in collaboration with the TAB builds trust and support for the City’s safety goals. These can be completed through strategies such as communication across diverse channels, publication of factsheets on action plan progress, and regular public conversation on the topic of safety.

*Phasing & Sequencing* – To see meaningful progress in road safety performance, sustained commitment and investment is needed.

- **Near-term** implementation efforts may focus on successful completion of ongoing safety efforts and lower-cost improvements that can be constructed within three years.
- **Mid-term** implementation goals may target larger and more comprehensive safety infrastructure projects and more complex programmatic efforts that require extensive cross-department collaboration.
- **Long-term** implementation goals may focus on initiating significant shifts in the City’s approach to planning and design to formalize the institutionalization of the Safe System Approach.

*Funding* – Funding can be a major hurdle to CSAP implementation. Staying up to date on relevant grant opportunities and proactively pursuing grant funding for the most competitive projects can aid in overcoming funding hurdles. Auburn can take advantage of a variety of regional, state, and federal funding sources to finance safety project planning, design, and construction. Funding (including required matches) and resources must be available from the City to provide a successful grant application. See **Table 16** for potential safety funding resources to consider.

**Table 16 Safety Funding Sources**

Funding Source	Program Purpose
<b>Federal Sources</b>	
Community Development Block Grant (CDBG) Program	The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Communities often use CDBG funds to construct and repair streets and sidewalks.
Safe Streets and Roads for All (SS4A) Grant Program	The Safe Streets & Roads for All (SS4A) grant program is a new Federal grant program established by the Bipartisan Infrastructure Law centered around the USDOT’s National Roadway Safety Strategy and its goal of zero deaths and serious injuries on America’s roadways. It will provide \$5 billion in grant funding over 5 years to implement safety projects.
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program supports surface transportation infrastructure projects that will improve safety; environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity including tourism, state of good repair, partnership and collaboration, and innovation.
<b>State Sources</b>	
Urban Sidewalk Program (USP)	The Urban Sidewalk Program (USP), ran by Transportation Improvement Board, is for counties with urban unincorporated areas and cities with a population greater than 5,000 and funds sidewalk projects.
Active Transportation Infrastructure Investment Program (ATIIP)	The Active Transportation Infrastructure Investment Program (ATIIP), funded by FHWA, will award planning and design grants and construction grants for eligible applicants to develop plans for active transportation networks and spines. A goal of both types of ATIIP grants is to integrate active transportation facilities with transit services, where available, to improve access to public transportation.
Urban Arterial Program (UAP)	Financed by the TIB, the Urban Arterial Program (UAP) funds projects in one of the following bands: Safety, Commercial Growth and Development, Mobility, and Physical Condition.

Active Transportation Program (ATP)	Financed by the TIB, the Active Transportation Program (ATP) provides funding to improve pedestrian and cyclist safety, enhanced pedestrian and cyclist mobility and connectivity, or improve the condition of existing facilities.
Complete Streets Program (CSP)	Financed by the TIB, the Complete Streets Program is a funding opportunity for cities and counties that have an adopted complete streets ordinance.
Pedestrian and Bicycle Program	WSDOT offers funding to improve the transportation system to enhance safety and mobility for people who choose to walk or bike. The purpose of the program is to eliminate pedestrian and bicyclist fatal and serious injury traffic crashes, increase the availability of connected pedestrian and bicycle facilities that provide low traffic stress and serve all ages and abilities, and increase the number of people that choose to walk and bike for transportation.
Safe Routes to School Program (SRTS)	The purpose of the Safe Routes to Schools Program (SRTS) offered by WSDOT is to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school. Funding from this program is for projects within two-miles of primary, middle, and high schools (K-12).
Highway Safety Improvement Program (HSIP)	The Highway Safety Improvement Program (HSIP) focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means.
<b>Local and Regional Sources</b>	
Transportation Impact Fees (TIF)	Auburn has an adopted transportation impact fee (TIF) program to facilitate transportation and promote economic well-being within the City. TIF funds can be spent on projects identified in the TIF rate study, which was derived from the City's previous CTP.

Source: Fehr & Peers, 2024

## Evaluation Strategies

Ongoing safety program evaluation provides an indication of progress towards goals and can help inform future decision making about safety investments. Effective program evaluation includes:

*Update the Plan Regularly* – Update and track the CSAP every other year to assess whether new direction is needed as conditions within the City and regional change.

*Identify Target Metrics and Measure Performance* – Safety metrics for tracking include the following identified in **Table 17**:

**Table 17: Target Performance Measures**

<i>Performance Measure</i>	<i>Reporting Period</i>
Reduction in average annual KSI crashes.	Every two years
Reduction in average annual KSI crashes involving vulnerable road users.	Every two years
Reduction in average annual vulnerable road user crashes.	Every two years
Reduction in average annual fatalities.	Every two years
Reduction in average annual KSI crashes on the Safety Emphasis Corridors.	Every two years
Reduction in Intersection SPIS Score for Previously Identified Top 15 SPIS Intersections	Every two years

The target performance measures will be evaluated and reported with a Safety Report Card that will be included with action plan updates. The Safety Report Card will high successes and areas in need of additional attention and resources. The initial Safety Report Card is shown in **Table 18** below and includes the performance metrics for 2018-2022. Safety Report Cards included in future action plan updates will include a comparison of previous vs current metrics to evaluate performance measures and progress towards the safety goal. In addition, future Safety Report Cards will include a comparison of past to present SPIS scores for the top 15 SPIS scoring intersections.

**Table 18: Initial Safety Report Card**

<i>Performance Measure</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>Average</i>
KSI crashes	29	29	33	32	47	<b>34</b>
KSI crashes involving vulnerable road users	13	6	10	9	9	<b>9</b>
Vulnerable road user crashes	64	43	37	36	36	<b>43</b>
Fatalities	10	5	6	5	8	<b>7</b>
KSI crashes on the Safety Emphasis Corridors.	18	14	22	21	30	<b>21</b>

Source: WSDOT Crash Data 2018-2022; Fehr & Peers, 2024

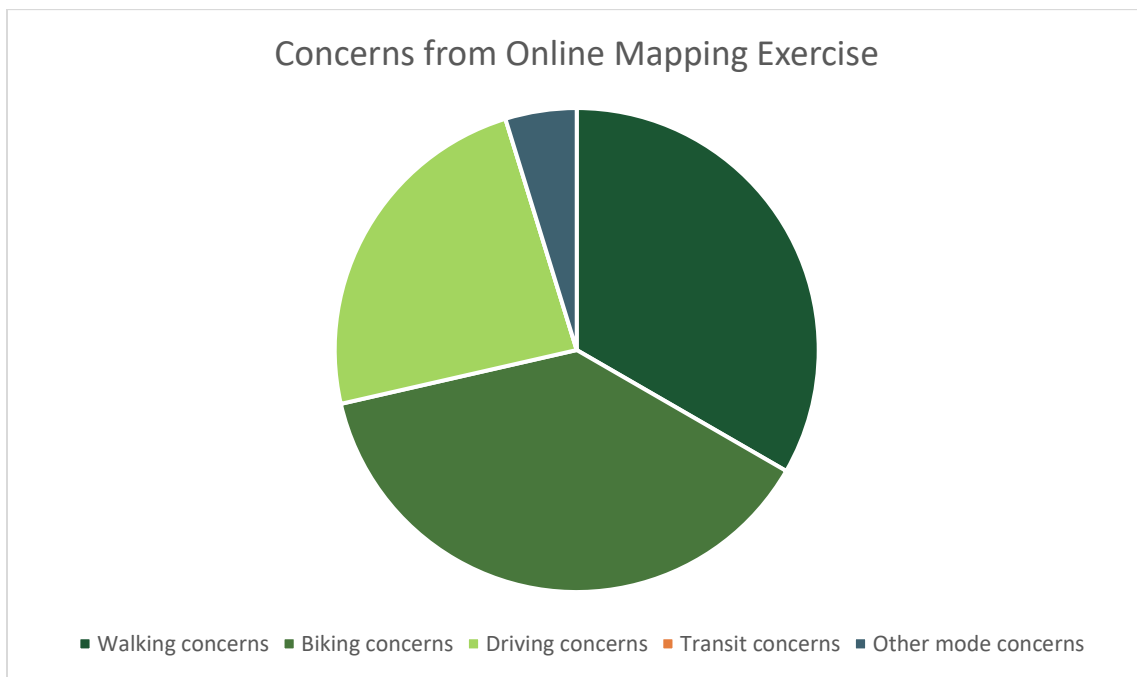
*Stakeholder Engagement* - To supplement quantitative measurement of performance targets, input from diverse partners is valuable in adapting the City's safety priorities as projects and programs are rolled out and conditions change.

# Appendix A: Online Engagement Results

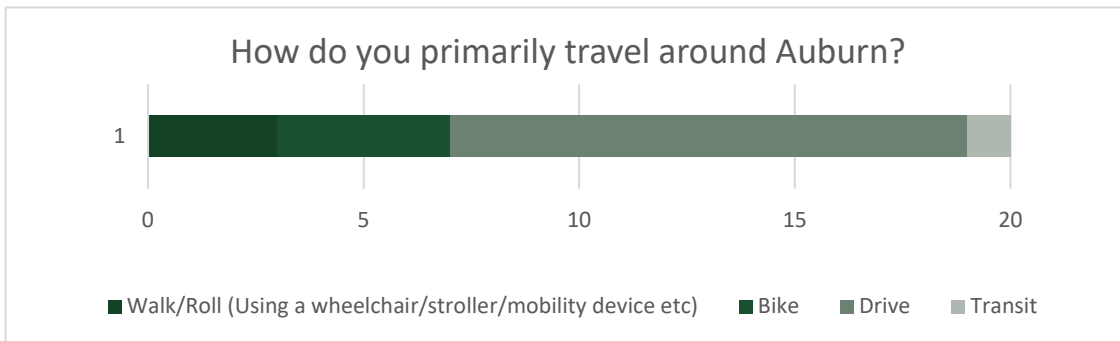
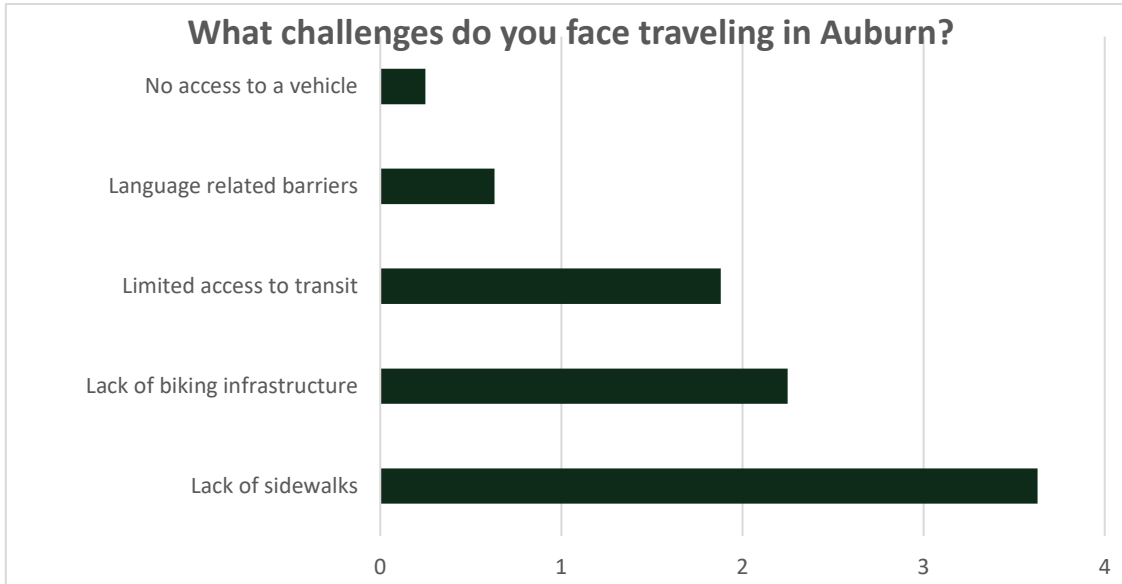
Auburn distributed an online survey to gather the community's input on transportation safety. Survey questions and a map were given to residents to provide feedback on both general challenges and specific locations. Both the map and survey were available online from February 23, 2024, to June 6, 2024. Overall, 33 responses were received. Respondents shared their priorities for roadway safety, including:

- Challenges faced in Auburn:
  - o Lack of Sidewalks
  - o Lack of bicycling infrastructure
  - o Limited access to transit
- Greatest transportation safety concerns:
  - o Speeding
  - o Distracted driving, walking, or bicycling
  - o Drivers disregarding traffic signals and signs

The below charts show the online mapping results:

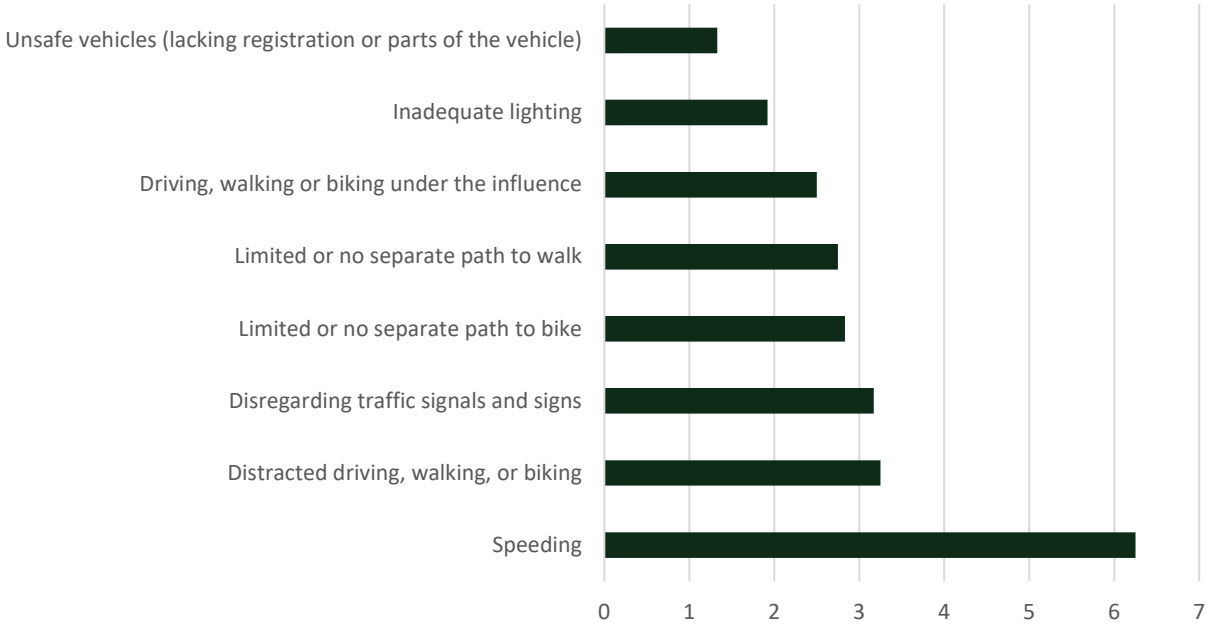


The below charts show the online survey results:

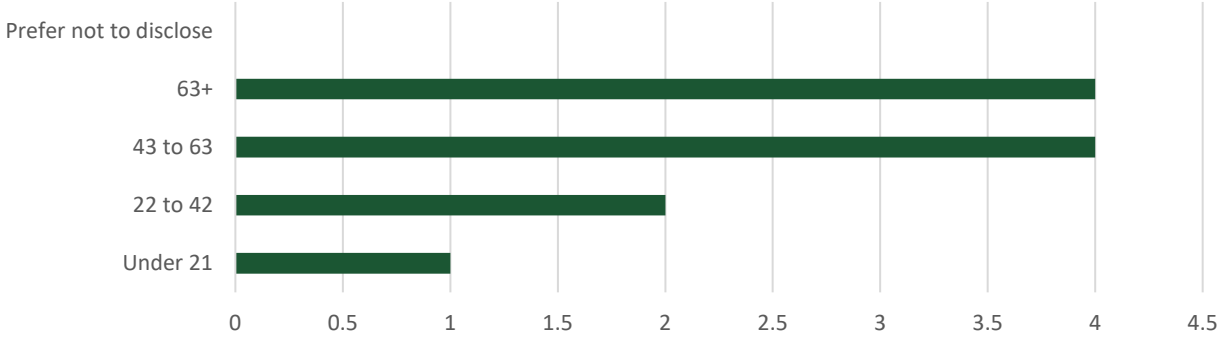


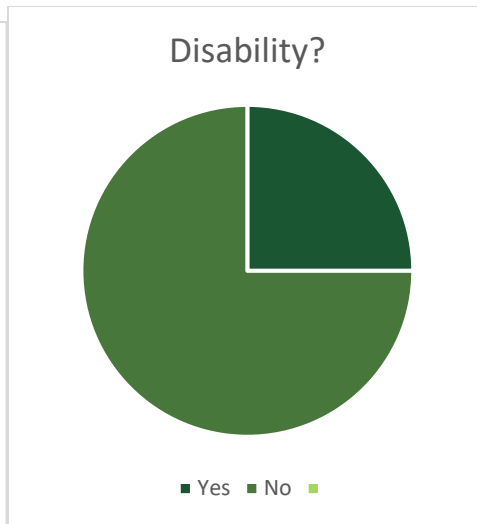
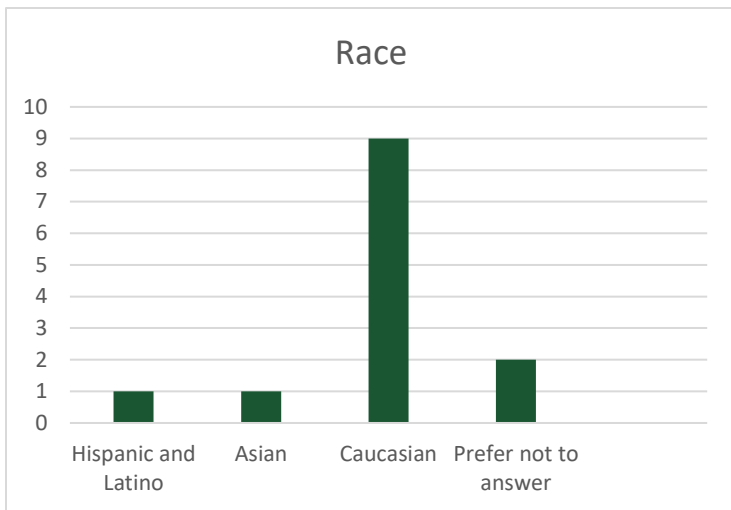


### What are your greatest transportation safety concerns in your community?



### Age





# Appendix B: SPIS Intersection Analysis

**Table 19: SPIS Intersections**

#	Intersection	Crash Frequency (2018-2022) <sup>13</sup>	Volume Entering <sup>14</sup>	# Of Fatalities <sup>15</sup>	# Of Injuries <sup>16</sup>	# Of Property Damage Only <sup>17</sup>	SPIS Value <sup>18</sup>
1	S 277TH ST & AUBURN WAY N	74	45,990	0	24	50	94.85
2	RIVERWALK DR SE & AUBURN WAY S	33	31,585	1	15	16	86.90
3	WEST VALLEY HWY N & 15TH ST NW	27	20,550	1	13	11	81.77
4	HARVEY RD NE & 15TH ST NE	51	34,150	0	19	30	81.35
5	DOGWOOD ST SE & AUBURN WAY S	29	28,069	1	12	16	81.28
6	SR 167-NORTH RAMP & 15TH ST NW	18	26,890	2	5	10	79.77
7	R ST SE & 21ST ST SE	47	29,244	0	16	30	75.96
8	WEST VALLEY HWY S & PEASLEY CANYON RD S	28	30,763	1	8	19	74.95
9	WEST VALLEY HWY S & SR 18-EAST RAMP	58	22,672	0	11	47	71.48
10	AUBURN WAY S & 6TH ST SE	38	34,940	0	13	25	69.09
11	SE 312TH ST & 124TH AVE SE	32	18,335	0	14	17	68.59
12	A ST SE & 3RD ST SE	42	30,310	0	12	29	68.57
13	AUBURN WAY N & 8TH ST NE	35	28,070	0	13	21	68.02
14	A ST SE & 41ST ST SE	50	39,093	0	10	37	67.42
15	M ST SE & AUBURN WAY S	30	41,631	0	15	14	67.1

<sup>13</sup> Within a distance of 100 feet from the intersection. This analysis used 8 or more crashes at an intersection to be included in the table. The number of injuries, fatalities, and property damage only crashes will not necessarily equal the number of total crashes.

<sup>14</sup> Count based on 2022, 2020, or 2019 TMC Data from the City of Auburn SPIS Data sheets

<sup>15</sup> Within a distance of 100 feet from the intersection.

<sup>16</sup> Within a distance of 100 feet from the intersection.

<sup>17</sup> Within a distance of 100 feet from the intersection.

<sup>18</sup> SPIS value is determined by adding the crash frequency, rate, and severity indicator values together.

#	Intersection	Crash Frequency (2018-2022) <sup>13</sup>	Volume Entering <sup>14</sup>	# Of Fatalities <sup>15</sup>	# Of Injuries <sup>16</sup>	# Of Property Damage Only <sup>17</sup>	SPIS Value <sup>18</sup>
16	A ST SE & 29TH ST SE	20	27,996	1	6	13	66.55
17	SE 320TH ST & 104TH PL SE	19	22,040	1	4	14	65.40
18	15TH ST NE & D ST NE	26	25,000	0	13	12	65.09
19	AUBURN WAY N & 37TH ST NE	25	25,040	0	13	12	64.90
20	SE 320TH ST & 104TH AVE SE	17	15,930	1	4	12	64.74
21	M ST NE & 8TH ST NE	34	10,029	0	11	22	64.72
22	AUBURN WAY N & 22ND ST NE	33	24,820	0	11	22	64.57
23	LAKELAND HILLS WAY SE & A ST SE	28	30,742	0	12	16	64.45
24	A ST SE & 6TH ST SE	20	29,580	1	5	14	64.39
25	LEA HILL RD SE & 104TH AVE SE	17	22,921	1	4	12	62.73
26	AUBURN WAY S & ACADEMY DR SE	12	16,754	1	5	5	61.19
27	E MAIN ST & AUBURN WAY N	23	19,220	0	11	12	61.17
28	M ST SE & 12TH ST SE	19	10,460	0	12	7	61.09
29	A ST NE & 15TH ST NE	27	16,100	0	10	14	60.60
30	R ST SE & 29TH ST SE	25	18,928	0	10	15	60.40
31	S 277TH ST & FRONTAGE RD	24	30,260	0	10	14	58.84
32	GREEN RIVER RD SE & 104TH AVE SE	20	9,859	0	10	10	58.50
33	I ST NE & HARVEY RD NE	20	5,570	0	10	9	58.34
34	AUBURN WAY S & 12TH ST SE	23	26,395	0	9	14	58.11
35	AUBURN WAY S & 2ND ST SE	19	25,958	0	11	8	57.43
36	M ST SE & 29TH ST SE	23	12,386	0	8	15	56.67
37	A ST SE & 17TH ST SE	23	30,440	0	9	12	56.06
38	F ST SE & 21ST ST SE	21	4,790	0	8	13	55.90
39	F ST SE & AUBURN WAY S	20	26,249	0	9	11	55.33
40	M ST SE & E MAIN ST	24	25,272	0	7	15	55.21
41	S 277TH ST & B ST NW	19	10,410	0	8	11	55.09
42	A ST SE & 21ST ST SE	24	29,244	0	7	17	54.75
43	R ST SE & 33RD ST SE	18	17,971	0	8	10	54.67

#	Intersection	Crash Frequency (2018-2022) <sup>13</sup>	Volume Entering <sup>14</sup>	# Of Fatalities <sup>15</sup>	# Of Injuries <sup>16</sup>	# Of Property Damage Only <sup>17</sup>	SPIS Value <sup>18</sup>
44	TERRACE VIEW DR SE & EAST VALLEY HWY E	15	17,870	0	9	6	54.30
45	A ST SE & 37TH ST SE	19	30,050	0	10	8	54.01
46	C ST NW & 15TH ST NW	24	31,700	0	7	17	53.79
47	AUBURN WAY S & 4TH ST SE	22	23,740	0	6	16	53.29
48	AUBURN WAY N & 4TH ST NE	18	7,730	0	7	11	53.17
49	EAST VALLEY HWY E & EAST VALLEY ACCESS RD	15	17,200	0	8	6	53.09
50	SE 284TH ST & 124TH AVE SE	14	8,630	0	8	5	52.66
51	INDUSTRY DR SW & 15TH ST SW	17	19,687	0	7	10	52.56
52	AUBURN WAY S & 17TH ST SE	9	20,790	1	4	4	52.00
53	SE 312TH ST & 116TH AVE SE	19	19,260	0	6	12	51.93
54	LAKELAND HILLS WAY SE & LAKE TAPPS PKWY SE	17	28,048	0	9	8	51.31
55	SE 304TH ST & 124TH AVE SE	17	13,728	0	6	11	51.24
56	S DIVISION ST & 3RD ST SE	17	7,570	0	6	11	51.24
57	C ST SW & 15TH ST SW	16	13,630	0	6	10	50.78
58	AUBURN WAY N & 17TH ST NE	13	11,330	0	7	5	50.65
59	M ST SE & 21ST ST SE	15	10,067	0	6	8	50.15
60	SR 167-SOUTH RAMP & 15TH ST SW	20	24,658	0	5	15	50.08
61	R ST NE & 8TH ST NE	20	19,590	0	4	16	49.50
62	M ST NW & 15TH ST NW	10	26,478	1	3	6	49.50
63	HEMLOCK ST SE & AUBURN WAY S	13	12,000	0	6	6	49.15
64	SR 18-WEST & AUBURN WAY S	23	27,560	0	3	20	48.59
65	A ST NE & 14TH ST NW	14	5,317	0	5	9	48.33
66	D ST NE & 10TH ST NE	12	15,220	0	6	6	47.51
67	D ST SE & AUBURN WAY S	20	27,071	0	4	16	47.46
68	SR 18-EAST & AUBURN WAY S	24	34,940	0	3	21	46.62
69	SE 288TH ST & 132ND AVE SE	11	8,808	0	5	5	46.55
70	W MAIN ST & C ST NW	16	8,000	0	3	13	46.28

#	Intersection	Crash Frequency (2018-2022) <sup>13</sup>	Volume Entering <sup>14</sup>	# Of Fatalities <sup>15</sup>	# Of Injuries <sup>16</sup>	# Of Property Damage Only <sup>17</sup>	SPIS Value <sup>18</sup>
71	AUBURN WAY N & 15TH ST NE	17	34,150	0	7	10	45.94
72	W MAIN ST & MOUNTAIN VIEW DR SW	10	13,180	0	6	4	45.89
73	S 277TH ST & D ST NW	18	29,770	0	5	13	45.71
74	SE 304TH ST & 112TH AVE SE	16	25,520	0	5	11	45.26
75	STUCK RIVER DR SE & R ST SE	12	13,080	0	3	9	44.28
76	LEA HILL RD SE & 112TH AVE SE	8	9,760	0	5	3	43.98
77	AUBURN WAY N & 1ST ST NE	9	7,084	0	4	5	43.97
78	D ST SE & 37TH ST SE	11	10,720	0	3	8	43.72
79	AUBURN WAY N & 30TH ST NE	14	23,610	0	5	8	43.47
80	A ST SE & 2ND ST SE	8	22,172	1	0	7	43.12
81	WEST VALLEY HWY S & SR 18-WEST RAMP	10	8,740	0	3	7	43.11
82	WEST VALLEY HWY S & 15TH ST SW	18	25,916	0	2	15	42.71
83	A ST NE & 10TH ST NE	8	10,897	0	5	3	42.66
84	AUBURN WAY N & 45TH ST NE	10	11,550	0	3	5	42.64
85	AUBURN AVE & 2ND ST NE	12	11,460	0	2	9	42.61
86	S 277TH ST & L ST NE	11	15,650	0	4	7	42.57
87	WEST VALLEY HWY N & 37TH ST NW	11	16,520	0	4	7	41.92
88	I ST NE & 14TH ST NE	9	10,878	0	3	6	41.79
89	I ST NE & 22ND ST NE	13	21,664	0	4	9	41.77
90	C ST SW & 8TH ST SW	10	16,266	0	4	6	40.36
91	A ST SE & 7TH ST SE	8	9,050	0	2	6	40.28
92	SE 284TH ST & 112TH AVE SE	10	21,480	0	6	4	40.01
93	AUBURN WAY N & 12TH ST NE	8	14,130	0	4	3	37.87
94	SE 281ST ST & 108TH AVE SE	10	22,900	0	5	5	37.75
95	LEA HILL RD SE & 105TH PL SE	8	5,970	0	0	8	37.28

#	Intersection	Crash Frequency (2018-2022) <sup>13</sup>	Volume Entering <sup>14</sup>	# Of Fatalities <sup>15</sup>	# Of Injuries <sup>16</sup>	# Of Property Damage Only <sup>17</sup>	SPIS Value <sup>18</sup>
96	S 292ND ST & 37TH ST NW	11	24,550	0	4	7	37.15
97	PERIMETER RD SW & 15TH ST SW	8	10,540	0	0	8	35.56
98	AUBURN WAY N & 49TH ST NE	10	21,480	0	3	7	35.51
99	S 277TH ST & D ST NE	10	19,260	0	2	7	35.16
100	C ST NW & 3RD ST NW	13	34,200	0	3	10	34.78
101	S 288TH ST & 55TH AVE S	10	29,770	0	5	4	34.42
102	I ST NW & 37TH ST NW	8	17,326	0	3	5	34.08
103	A ST SE & 44TH ST SE	12	32,032	0	3	9	34.07
104	M ST SE & 4TH ST SE	9	24,282	0	4	5	33.63
105	A ST SE & 12TH ST SE	12	29,330	0	2	10	33.63
106	HARVEY RD NE & 10TH ST NE	10	24,950	0	2	7	32.05
107	S 296TH ST & 51ST AVE S	9	25,164	0	3	6	31.70
108	HENRY RD NE & 8TH ST NE	9	26,780	0	2	6	29.29
109	S 304TH ST & 51ST AVE S	8	28,770	0	3	5	27.99
110	AUBURN WAY N & 28TH ST NE	9	34,996	0	1	7	24.57

Source: WSDOT Crash Data 2018-2022; City of Auburn Volume Data 2018-2022; Fehr & Peers, 2024

# Appendix C: Countermeasure Toolbox





# Countermeasures Toolbox

2024

PRODUCED BY

FEHR & PEERS

# Introduction

*This document provides a set of tools for improving pedestrian safety on the State Highway System. It was designed to be used to address issues identified during traffic safety investigations conducted while evaluating high collision concentration locations and systemic safety locations. However, these tools may be used more generally to improve pedestrian safety.*

*This document should not provide the sole source of guidance when resolving a pedestrian safety issue.*

*Each location and situation is unique, and engineering judgment should be used when applying these tools and selecting the best solution for any location.*





# Countermeasure Toolbox


## Summary

This Toolbox presents 43 safety countermeasures applicable in different roadway contexts.

Many of the countermeasures have an associated Crash Reduction Factor (CRF) and crash type (i.e., all modes, bicycle and pedestrian crashes only, etc.). The higher the CRF (1 being the highest), the greater the expected reduction in crashes. Countermeasures that are not proven by FHWA are scored on a “low-medium-high” research availability scale based on proven safety studies. The higher the rating, the greater the availability of rigorous research demonstrating proven safety benefits.

## What You’ll See in This Toolbox

**COUNTERMEASURE**



CountermeasureIcon

### Rumble Strips

CountermeasureTitle

CountermeasureDescription

Rumble strips create noise and vibration inside the vehicle that alert a driver as they cross the center or edge line. Often this alert is strong enough to get the attention of a distracted or drowsy driver, who can quickly make a corrective steering action to return to the roadway safely. Rumble strips also alert drivers to the lane limits when conditions such as rain, fog, snow, or dust reduce driver visibility.

Cost (\$ / \$\$ / \$\$\$)

Cost: \$

Crash Type

Crash Type: All

CrashReductionFactor

CRF: 15%

**Other Reference Information**  
FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

# Index of Countermeasures

## BIKEWAYS

- *Bicycle Crossing (Solid Green Paint)*
- *Bicycle Ramp*
- *Bicycle Signal/Exclusive Bike Phase*
- *Bike Box*
- *Bike Detection*
- *Bike-Friendly Drain*
- *Bike Lane*
- *Extend Bike Lane to Intersection*
- *Floating Transit Island*
- *Green Conflict Striping*
- *Separated Bikeway*
- *Mixing Zone*
- *Parking Buffer*
- *Shared Sidewalk Sign*
- *Two-Stage Turn Queue Bike Box*
- *Extend Green Time For Bikes*
- *Bicycles May Use Full Lane Sign*

## INTERSECTIONS & ROADWAYS

- *Rumble Strips*
- *All-Way Stop Control*
- *Centerline Hardening*

- *Close Slip Lane*
- *Directional Median Openings to Restrict Left Turns*
- *Improved Pavement Friction*
- *Safety Edge*
- *Guardrail*
- *Median Barrier*
- *Roundabout*
- *Signal*
- *Superelevation at Horizontal Curve Locations*
- *Intersection Reconstruction and Tightening*
- *Lane Narrowing*
- *Left Turn Enhanced Daylighting/Slow Turn Wedge*
- *Paint and Plastic Median*
- *Paint and Plastic Mini Circle*
- *Partial Closure/Diverter*
- *Protected Intersection*
- *Raised Crosswalk*
- *Raised Intersection*
- *Raised Median*
- *Refuge Island*
- *Reduced Left-Turn Conflict*

## *Intersection*

- *Right Turn Slip Lane*
- *Road Diet*
- *Speed Hump or Speed Table*
- *Splitter Island*
- *Straighten Crosswalk*
- *Widen/Pave Shoulder*

## OTHER

- *Back-In Angled Parking*
- *Access Management/Close Driveway*
- *Intersection Lighting*
- *Segment Lighting*
- *Create or Increase Clear Zone*
- *Curbside Management*
- *Far-Side Bus Stop*
- *Delineators, Reflectors, and/or Object Markers*
- *Impact Attenuators*
- *Median Guardrail*
- *Speed Limit Reduction*
- *Relocate/Select Hazardous Utility Poles*
- *Remove Obstructions For Sightlines*



- Upgrade Lighting to LED
- Red Light Camera

### PEDESTRIAN FACILITIES

- Audible Push Button Upgrade
- Add Sidewalk
- Install/Upgrade Pedestrian Crossing at Uncontrolled Locations (Signs and Markings Only)
- Co-Locate Bus Stops and Pedestrian Crossings
- Curb Extensions
- Extended Time Pushbutton
- High-Visibility Crosswalk
- Pedestrian Countdown Timer
- Pedestrian Hybrid Beacon
- Landscape Buffer
- Leading Pedestrian Interval and Pedestrian Recall
- Pedestrian Detection
- Remove Crossing Prohibition
- Restripe Crosswalk
- Upgrade Curb Ramp
- Widen Sidewalk
- Rectangular Rapid Flashing Beacon

### SIGNALS

- Retroreflective Tape on Signals
- Supplemental Signal Heads

- Advanced Dilemma Zone Detection
- Extend Pedestrian Crossing Time
- Extend Yellow and All Red Time
- Flashing Yellow Turn Phase
- Pedestrian Scramble
- Prohibit Left Turn
- Prohibit Turns During Pedestrian Phase
- Protected Left Turns
- Prohibit Right-Turn-on-Red
- Separate Right-Turn Phasing
- Shorten Cycle Length
- Signal Interconnectivity and Coordination / Green Wave
- Speed Sensitive Rest in Red Signal
- Upgrade Signal Head

### SIGNING & STRIPING

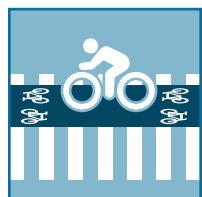
- Advance Stop Bar
- Advance Yield Markings
- Curve Advance Warning Sign
- Flashing Beacon as Advance Warning
- Chevron Signs on Horizontal Curves
- LED-Enhanced Sign
- Painted Centerline and Raised Pavement Markers at Curves on Residential Streets
- Speed Feedback Sign
- Speed Legends on Pavement at Neighborhood Entries

- Striping Through Intersection
- Time-Based Turn Restriction
- Upgrade Intersection Pavement Markings
- Upgrade Signs with Fluorescent Sheeting
- Upgrade Striping
- Upgrade to Larger Warning Signs
- Wayfinding
- Yield To Pedestrians Sign

### NON-ENGINEERING

- Improve Crash Data Collection
- Bicycle Safety Education Events
- Youth Education
- Education Campaigns for Vulnerable Groups
- Pilot Demonstration Safety Projects
- Public Information Campaigns
- Keep Roadways Clear of Debris
- Safe Routes to School
- Update City Policies and Standards
- Neighborhood Slow Zones
- Targeted Enforcement and Deterrence

BIKEWAYS



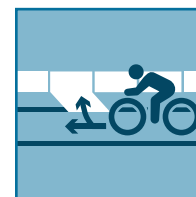
## Bicycle Crossing (Solid Green Paint)

*Solid green paint across an intersection that signifies the path of the bicycle crossing. Increases visibility and safety of bicyclists traveling through an intersection.*

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

BIKEWAYS



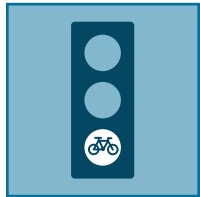
## Bicycle Ramp

*Connects bicyclists from the road to the sidewalk or a shared use path.*

**Cost:**        \$



BIKEWAYS

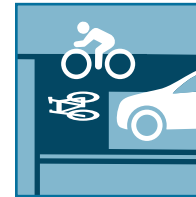


## Bicycle Signal/Exclusive Bike Phase

A traffic signal directing bicycle traffic across an intersection. Separates bicycle movements from conflicting motor vehicle, streetcar, light rail, or pedestrian movements. May be applicable for Class IV facilities when the bikeway is brought up to the intersection.

**Cost:** \$\$\$

BIKEWAYS



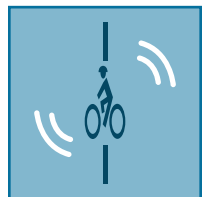
## Bike Box

A designated area at the head of a traffic lane at a signalized intersection that provides bicyclists with a safe and visible way to get ahead of queuing traffic during the red signal phase.

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** All

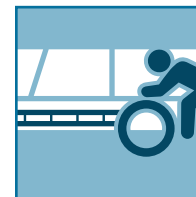
**CRF:** 15%

**BIKEWAYS**


## Bike Detection

*Bike detection is used at signalized intersections, either through use of push-buttons, in-pavement loops, or by video or infrared cameras, to call a green light for bicyclists and reduce delay for bicycle travel. Discourages red light running by bicyclists and increases convenience of bicycling.*

**Cost:      \$\$**

**BIKEWAYS**


## Bike-Friendly Drain

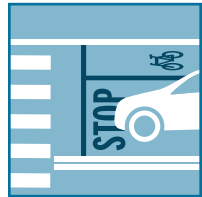
*Bike friendly drains avoid placing grating in the right-of-way that may pose a hazard to bicyclists by increasing their risk of falling.*

**Cost:      \$\$**





BIKEWAYS



## Bike Lane

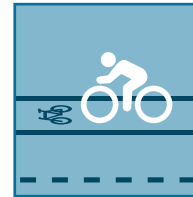
A bike lane provides dedicated street space, typically adjacent to outer vehicle travel lanes, with designated lane markings, pavement legends, and signage. Bike lanes improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds.

**Cost:**           **\$\$**  
*Low Cost / Quick Build  
 alternative available*

**Crash Type:**    **Ped and Bike**

**CRF:**            **35%**

BIKEWAYS



## Extend Bike Lane to Intersection

In locations where a bike lane is dropped due to the addition of a right turn pocket, the intersection approach may be restriped to allow for bicyclists to move to the left side of right turning vehicles ahead of reaching the intersection.

**Cost:**           **\$**  
*Low Cost / Quick Build  
 alternative available*

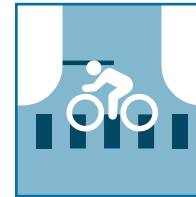
**BIKEWAYS**


## Floating Transit Island

An in-street transit boarding island is used in conjunction with a Class IV bike facility, separating transit traffic from bicycle traffic, reducing conflict between the two modes, and lowering the risk of collision.

**Cost:**        **\$\$**

*Low Cost / Quick Build  
alternative available*

**BIKEWAYS**


## Green Conflict Striping

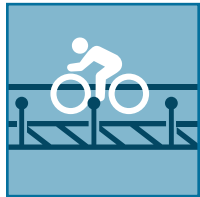
Green conflict striping is green markings painted in a dashed pattern on bike lanes approaching an intersection and/or going through an intersection. Green conflict striping improves safety by increasing the visibility bicyclists and identifying potential conflict points so bicyclists and motorists use caution when traveling toward and through an intersection.

**Cost:**        **\$**

*Low Cost / Quick Build  
alternative available*



BIKEWAYS



## Separated Bikeway

A separated bikeway provides dedicated street space, typically adjacent to outer vehicle travel lanes, with physical separation from vehicle traffic, designated lane markings, pavement legends, and signage. Physical separation may consist of plastic posts, parked vehicles, or a curb. Separated bikeways improve safety by reducing conflicts between bicycles and vehicles on the road and by creating a road-narrowing effect with buffers or vertical barriers, which may reduce vehicle speeds. A raised barrier of plastic posts and painted pavement is a low-Cost:/quick build option.

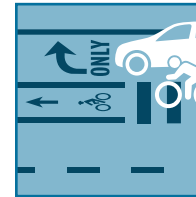
**Cost:**        \$\$\$

*Low Cost / Quick Build  
alternative available*

**Crash Type:**    **Ped and Bike**

**CRF:**        45%

BIKEWAYS



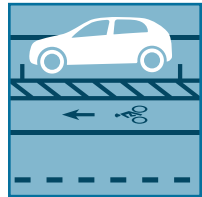
## Mixing Zone

Places a suggested bike lane within the inside portion of a dedicated motor vehicle turn lane. Lane markings delineate space for bicyclists and motorists within the same lane and indicate the intended path for bicyclists to reduce conflict with turning motor vehicles.

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

BIKEWAYS



## Parking Buffer

*Pavement markings denoting door zone of parked vehicles to help bicyclists maintain safe positioning on the roadway.*

**Cost:** \$  
*Low Cost / Quick Build  
 alternative available*

BIKEWAYS



## Shared Sidewalk Sign

*Signs communicate to pedestrians that bicyclists may also use the sidewalk and that bicyclists must yield to pedestrians. Cost:* \$

*Low Cost / Quick Build  
 alternative available*



BIKEWAYS



## Two-Stage Turn Queue Bike Box

*This roadway treatment provides bicyclists with a means of safely making a left turn at a multi-lane signalized intersection from a bike lane or cycle track on the far right side of the roadway. In this way, bicyclists are protected from the flow of traffic while waiting to turn. Usage could be mirrored for right-turns from a one-way street with a left-side bikeway.*

**Cost:** \$  
*Low Cost / Quick Build alternative available*

BIKEWAYS



## Extend Green Time For Bikes

*Prolongs the green phase when bicyclists are present to provide additional time for bicyclists to clear the intersection. Can occur automatically in the signal phasing or when prompted with bicycle detection. Topography should be considered in clearance time.*

**Cost:** \$

**Crash Type:** All

**CRF:** 15%

**BIKEWAYS**

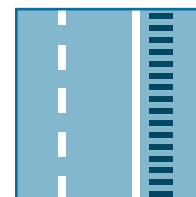

## Bicycles May Use Full Lane Sign

A sign placed on roads with lanes that are too narrow to allow safe side-by-side passing to indicate that bicyclists may occupy the full lane. This discourages unsafe passing by motorists.

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 15%

**INTERSECTIONS & ROADWAYS**


## Rumble Strips

Rumble strips create noise and vibration inside the vehicle that alert a driver as they cross the center or edge line. Often this alert is strong enough to get the attention of a distracted or drowsy driver, who can quickly make a corrective steering action to return to the roadway safely. Rumble strips also alert drivers to the lane limits when conditions such as rain, fog, snow, or dust reduce driver visibility.

**Cost:** \$

**Crash Type:** All

**CRF:** 15-20%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)



INTERSECTIONS & ROADWAYS



## All-Way Stop Control

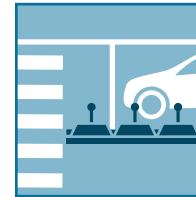
An all-way stop-controlled intersection requires all vehicles to stop before crossing the intersection. An all-way stop controlled intersection improves safety by removing the need for motorists, bicyclists, and pedestrians on a side-street stop-controlled intersection to cross free-flowing lanes of traffic, which reduces the risk of collision. An “ALL WAY” sign should be placed under the octagonal stop sign at all-way stop-controlled intersections as required by the California Manual on Uniform Traffic Control Devices (MUTCD).

**Cost:** \$

**Crash Type:** All

**CRF:** 50%

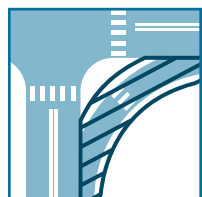
INTERSECTIONS & ROADWAYS



## Centerline Hardening

Centerline hardening is a technique to make intersections safer for pedestrians by encouraging drivers to make left turns at slower speeds.

**Cost:** \$  
Low Cost / Quick Build  
alternative available

**INTERSECTIONS & ROADWAYS**


## Close Slip Lane

*Modifies the corner of an intersection to remove the sweeping right turn lane for vehicles. Results in shorter crossings for pedestrians, reduced speed for turning vehicles, better sight lines, and space for landscaping and other amenities.*

**Cost:** \$\$\$

**Crash Type:** All

**CRF:** 30%

**INTERSECTIONS & ROADWAYS**


## Directional Median Openings to Restrict Left Turns

*A directional median opening restricts specific turning movements, such as allowing a left-turn from a major street but not from a minor street. A directional median opening to restrict left turn improves safety by reducing the number of conflict points.*

**Cost:** \$\$

*Low Cost / Quick Build alternative available*

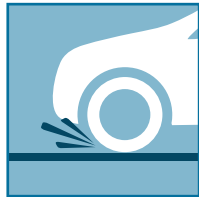
**Crash Type:** All

**CRF:** 50%





INTERSECTIONS & ROADWAYS



## Improved Pavement Friction

A roadway must have an appropriate level of pavement friction to ensure that drivers are able to keep their vehicles safely in the lane. Poor pavement conditions, especially wet pavement, have been identified as one of the major contributing factors in roadway departure crashes. When a pavement surface is wet, the level of pavement friction is reduced, and this may lead to skidding or hydroplaning. Pavement friction is critical for changing vehicle direction and ensuring the vehicle remains in its lane. Traditional friction courses or high friction surface treatments should be considered for curves with numerous wet weather crashes or severe curves with higher operating speeds.

**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        55%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS



## Safety Edge

When a vehicle leaves the traveled way and encounters a pavement-shoulder drop-off, it can be difficult for the driver to return safely to the roadway. A safety edge is a treatment intended to minimize drop-off-related crashes. With this treatment, the shoulder pavement edge is sloped at an angle (30-35 degrees) to make it easier for a driver to safely reenter the roadway after inadvertently driving onto the shoulder. This treatment is designed to be a standard policy for any overlay project.

**Cost:**        \$

**Crash Type:**    All

**CRF:**        8-15%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

INTERSECTIONS & ROADWAYS


## Guardrail

*Guardrail redirects a vehicle away from embankment slopes or fixed objects and dissipates the energy of an errant vehicle. Guardrail is installed to reduce the severity of lane departure crashes. However, guardrail can reduce crash severity only for those conditions where striking the guardrail is less severe than going down an embankment or striking a fixed object.*

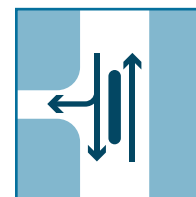
**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        25%

### Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

INTERSECTIONS & ROADWAYS


## Median Barrier

*Barrier in the center of the roadway that physically separates opposing vehicular traffic. Median barriers can also help control access to and from side streets and driveways, reducing conflict points.*

**Cost:**        \$\$\$  
*Low Cost / Quick Build  
 alternative available*

**Crash Type:**    All

**CRF:**        25%

### Other Reference Information

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)



INTERSECTIONS & ROADWAYS



## Roundabout

A roundabout is a type of circular intersection in which road traffic is permitted to flow in one direction around a central island, and priority is typically given to traffic already in the junction. The types of conflicts that occur at roundabouts are different from those occurring at conventional intersections; namely, conflicts from crossing and left-turn movements are not present in a roundabout. The geometry of a roundabout forces drivers to reduce speeds as they proceed through the intersection; the range of vehicle speeds is also narrowed, reducing the severity of crashes when they do occur. Pedestrians only have to cross one direction of traffic at a time at roundabouts, thus reducing the potential for vehicle/pedestrian conflicts.

**Cost:** \$\$\$

*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** Varies

INTERSECTIONS & ROADWAYS



## Signal

Traffic signals at intersections control the flow of traffic. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions. A reduction in overall injury severity is likely the largest benefit of traffic signal installation.

**Cost:** \$\$\$

**Crash Type:** All

**CRF:** 30%

**Other Reference Information**

Currently the CMF Clearinghouse has only one reference for ped/vehicle collisions which indicates an increase in crash likelihood. However, a majority of references for all crash types show a decrease in collisions. See additional reference: FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

**INTERSECTIONS & ROADWAYS**


## Superelevation at Horizontal Curve Locations

*Superelevation is the rotation of the pavement on the approach to and through a horizontal curve and is intended to assist the driver in negotiating the curve by counteracting the lateral acceleration produced by tracking. In other words, the road is designed so that the pavement rises as it curves, offsetting the horizontal sideways momentum of the approaching vehicle.*

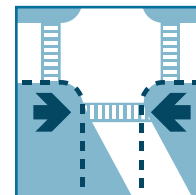
**Cost:**        **\$\$**

**Crash Type:**    **All**

**CRF:**        **40%**

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

**INTERSECTIONS & ROADWAYS**


## Intersection Reconstruction and Tightening

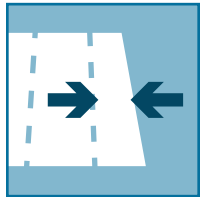
*Irregular intersections can be overbuilt and confusing, presenting safety hazards to all users. “Squaring up” an intersection as close to 90 degrees as possible involves intersection reconstruction to provide better visibility for all road users, also reducing high speed turns and reducing pedestrian crossing length.*

**Cost:**        **\$\$\$**

*Low Cost / Quick Build alternative available*



INTERSECTIONS & ROADWAYS

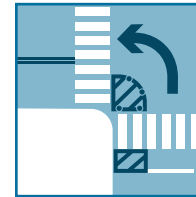


### Lane Narrowing

Lane narrowing reduces lane widths to encourage motorists to travel at slower speeds. Lane Narrowing improves safety by lowering the risk of collision among bicyclists, pedestrians, and other motorists.

Cost: \$

INTERSECTIONS & ROADWAYS



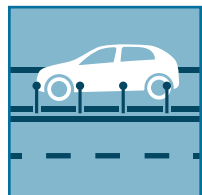
### Left Turn Enhanced Daylighting/Slow Turn Wedge

Uses paint and bollards to extend the curb and slow left turns at intersections of one-way to one-way or two-way streets. Widening the turning radii of left-turning vehicles expands the field of vision for drivers and increases the visibility of pedestrians.

Cost: \$  
*Low Cost / Quick Build alternative available*

Crash Type: All

CRF: 10%

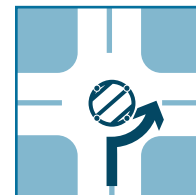
INTERSECTIONS & ROADWAYS


## Paint and Plastic Median

*A painted median with plastic posts between the two directions of travel. Reduces vehicular speeding and discourages risky turning movements, increasing pedestrian safety.*

**Cost:**        \$

*Low Cost / Quick Build alternative available*

INTERSECTIONS & ROADWAYS


## Paint and Plastic Mini Circle

*Mini circles use paint and soft hit posts to replace stop-controlled intersections with a circular design that slows traffic and eliminates left turns, also reducing conflict points with pedestrians. Also helps traffic flow more efficiently.*

**Cost:**        \$

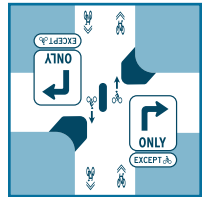
*Low Cost / Quick Build alternative available*

### Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=34](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=34)



INTERSECTIONS & ROADWAYS



## Partial Closure/Diverter

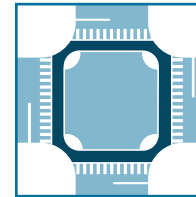
A roadway treatment that restricts through vehicle movements using physical diversion while allowing bicyclists and pedestrians to proceed through an intersection in all directions.

**Cost:** \$  
 Low Cost / Quick Build  
 alternative available

**Crash Type:** All

**CRF:** 50%

INTERSECTIONS & ROADWAYS



## Protected Intersection

Protected intersections use corner islands, curb extensions, and colored paint to delineate bicycle and pedestrian movements across an intersection. Slower driving speeds and shorter crossing distance increase safety for pedestrians. Separates bicycles from pedestrians

**Cost:** \$\$\$  
 Low Cost / Quick Build  
 alternative available

**Other Reference Information**

Evolution of the Protected Intersection, Alta Planning and Design, December 2015. [https://altaplanning.com/wp-content/uploads/Evolution-of-the-Protected-Intersection\\_ALTA-2015.pdf](https://altaplanning.com/wp-content/uploads/Evolution-of-the-Protected-Intersection_ALTA-2015.pdf)

**INTERSECTIONS & ROADWAYS**

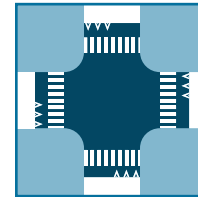

## Raised Crosswalk

A **Raised Crosswalk** is a pedestrian crosswalk that is typically elevated 3-6 inches above the road or at sidewalk level. A **Raised Crosswalk** improves safety by increasing crosswalk and pedestrian visibility and slowing down motorists.

**Cost:**        **\$\$**

**Crash Type:**    **Ped and Bike**

**CRF:**           **35%**

**INTERSECTIONS & ROADWAYS**


## Raised Intersection

**Elevates the intersection to bring vehicles to the sidewalk level. Serves as a traffic calming measure by extending the sidewalk context across the road.**

**Cost:**           **\$\$\$**

**Crash Type:**    **Ped and Bike**

**CRF:**           **35%**

**Other Reference Information**

Note: some studies in CMF Clearinghouse show an increase in crashes. See additional source below showing decrease. (1) Perkins+Will Consultant Team. "Pedestrians at Multi-Modal Intersections." Better Market Street Existing Conditions & Best Practices, Part Two: Best Practices 36-58, City & County of San Francisco, San Francisco. <http://www.bettermarketstreetsf.org/about-reports-existing-conditions.html> (2) Bhatt, Shailen, Natalie Barnhart, Mark Luszcz, Tom Meyer, & Michael Sommers. "Delaware Traffic Calming Design Manual." Delaware Department of Transportation, State of Delaware, Dover, DE. [https://nacto.org/wp-content/uploads/2015/04/DE-Traffic-Calming-Manual\\_2012.pdf](https://nacto.org/wp-content/uploads/2015/04/DE-Traffic-Calming-Manual_2012.pdf) (3) King, Michael R, Jon A Carnegie, and Reid Ewing. "Pedestrian Safety through a Raised Median and Redesigned Intersections." Journal of the Transportation Research Board 1828 (1), 56-66, Transportation Research Board, Washington, DC. <https://trid.trb.org/view/663867> (4) Fitzpatrick, Kay, Mark D Wooldridge, and Joseph D Blaschke. "Urban Intersection Design Guide: Volume 1-Guidelines." Texas Transportation Institute, Texas A&M University System, Texas Department of Transportation, Austin, TX. <https://static.tti.tamu.edu/tti.tamu.edu/documents/O-4365-P2.pdf>

→ [Back to Index](#)





INTERSECTIONS & ROADWAYS



## Raised Median

Curbed sections in the center of the roadway that are physically separated from vehicular traffic. Raised medians can also help control access to and from side streets and driveways, reducing conflict points.

**Cost:**            **\$\$**  
*Low Cost / Quick Build  
 alternative available*

**Crash Type:**     **All**

**CRF:**             **25%**

INTERSECTIONS & ROADWAYS



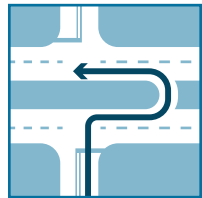
## Refuge Island

A Raised Median, or Refuge Island, is a raised barrier in the center of the roadway that can restrict certain turning movements and provide a place for pedestrians to wait if they are unable to finish crossing the intersection. A Raised Median improves safety by reducing the number of potential conflict points with designated zones for vehicles to turn, and a pedestrian refuge island improves safety by reducing the exposure time for pedestrians crossing the intersection. Pedestrian refuge areas constructed from paint and plastic may be implemented as part of a low-Cost/quick build project.

**Cost:**            **\$\$**  
*Low Cost / Quick Build  
 alternative available*

**Crash Type:**     **Ped and Bike**

**CRF:**             **45%**

**INTERSECTIONS & ROADWAYS**


## Reduced Left-Turn Conflict Intersection

*Geometric designs that alter how left-turn movements occur can simplify decisions and minimize the potential for related crashes. Two highly effective designs that rely on U-turns to complete certain left-turn movements are known as the restricted crossing U-turn (RCUT) and the median U-turn (MUT).*

**Cost:**        \$\$\$

**Crash Type:**    All

**CRF:**        50%

**INTERSECTIONS & ROADWAYS**

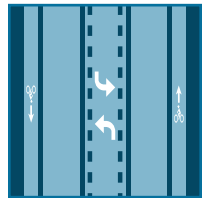

## Right Turn Slip Lane

*A right turn slip lane is a traffic lane provided at an intersection to allow vehicles to turn right without actually entering it and interfering with through traffic. Where the main intersection is controlled by traffic signals, a slip lane is often controlled by yield or stop sign.*

**Cost:**        \$\$\$



INTERSECTIONS & ROADWAYS



## Road Diet

A Road Diet reduces roadway space dedicated to vehicle travel lanes to create room for bicycle facilities, wider sidewalks, or center turn lanes. A Road Diet improves safety by reducing vehicle speeds and creating designated space for all road users.

**Cost:**        **\$\$**

*Low Cost / Quick Build  
alternative available*

**Crash Type:**    **All**

**CRF:**        **30%**

INTERSECTIONS & ROADWAYS



## Speed Hump or Speed Table

These traffic calming devices use vertical deflection to raise the entire wheelbase of a vehicle and encourage motorists to travel at slower speeds to avoid damage to the undercarriage of an automobile.

**Cost:**        **\$**

INTERSECTIONS & ROADWAYS


## Splitter Island

A raised area that separates the two directions of travel on the minor street approach at an unsignalized intersection or roundabout. Helps channelize traffic in opposing directions of travel. Typically installed at skewed intersections or where speeds on minor roads are high. Provides a refuge for pedestrians.

**Cost:**        **\$\$**

*Low Cost / Quick Build  
alternative available*

**Crash Type:**    **All**

**CRF:**        **40%**

INTERSECTIONS & ROADWAYS


## Straighten Crosswalk

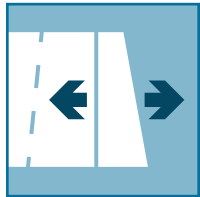
Straightening crosswalks improves sight lines, making pedestrians more visible to oncoming drivers, and may shorten the crossing distance, reducing the length of time required for pedestrians to cross an intersection.

**Cost:**        **\$**

*Low Cost / Quick Build  
alternative available*



INTERSECTIONS & ROADWAYS



## Widen/Pave Shoulder

Widened and paved shoulders, which may also include flattening the slopes along the sides of the roadway, create a separated space for bicyclists and also provide motor vehicle safety benefits, such as space for inoperable vehicles to pull out of the travel lane. The addition of a paved shoulder to an existing road can help to reduce run-off-road crashes. Benefits can be realized for high risk rural roads without paved shoulders, regardless of existing lane pavement width. Adding paved shoulders within horizontal curve sections may help agencies maximize benefits of the treatment while minimizing Cost:s as opposed to adding paved shoulders to an entire corridor.

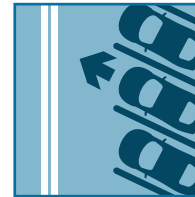
**Cost:**        \$\$

**Crash Type:**    All

**CRF:**            30%  
**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

OTHER



## Back-In Angled Parking

Back-In Angled Parking requires motorists to back into an angled on-street parking spot and to drive forward when exiting a parking spot. Back-in angled parking improves safety by increasing visibility of passing vehicles and bicycles while exiting a spot, particularly if large adjacent vehicles obstruct sight, and allows trunk unloading to happen on the curb instead of in the street.

**Cost:**            \$  
 Low Cost / Quick Build  
 alternative available

OTHER

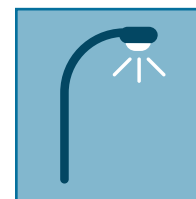

## Access Management/ Close Driveway

*Vehicles entering and exiting driveways may conflict with pedestrians and with vehicles on the main road, especially at driveways within 250 feet of intersections. Closing driveways near intersections with high collision rates related to driveways may reduce potential conflicts.*

**Cost:**      **\$\$**

### Other Reference Information

The CMF Clearinghouse has limited research related to vehicle/pedestrian crashes. See additional reference: FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=20](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=20)

OTHER


## Intersection Lighting

*Lighting is added at an intersection. Adding intersection and/or pedestrian-scale lighting at intersections improves safety by increasing visibility of all road users. This countermeasure is most effective at reducing or preventing collisions at intersections at night.*

**Cost:**      **\$\$**

**Crash Type:**      **Night**

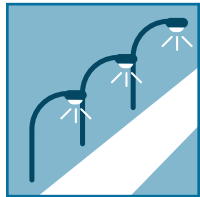
**CRF:**      **40%**

### Other Reference Information

Pedestrian-Level Lighting: FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=8](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=8)



OTHER



## Segment Lighting

*Providing roadway lighting improves safety during nighttime conditions by increasing driver awareness, increasing sight distance, and improving visibility of pedestrians and bicyclists.*

**Cost:**        \$\$

**Crash Type:**     *Night*

**CRF:**         35%

OTHER



## Create or Increase Clear Zone

*A clear zone is an unobstructed, traversable roadside area that allows a driver to stop safely or regain control of a vehicle that has left the roadway. The width of the clear zone should be based on risk (also called exposure). Key factors in assessing risk include traffic volumes, speeds, and slopes. Clear roadsides reduce risk from fixed objects (such as utility poles) as well as terrain that may increase the likelihood of a rollover. Creating or increasing clear zones within horizontal curve sections may help agencies maximize benefits of the treatment while minimizing Cost:s, as opposed to providing a clear zone throughout an entire corridor.*

**Cost:**        \$\$

**Crash Type:**     *All, KSI*

**CRF:**         13-44%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

OTHER


## Curbside Management

*Curbside management can better prioritize reliable transit and safe bicycling infrastructure, freight deliveries, passenger pick-ups/drop-offs, green stormwater infrastructure, public spaces, and parking management.*

Cost:        \$

OTHER


## Far-Side Bus Stop

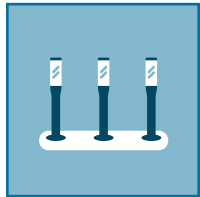
*Far-side bus stops are located immediately after an intersection, allowing the bus to pass through the intersection before stopping for passenger loading and unloading. Far-side stops encourage pedestrians to cross behind the bus for greater visibility and can improve transit service reliability.*

Cost:        \$





OTHER



## Delineators, Reflectors, and/or Object Markers

*Delineators, reflectors and/or object markers are intended to warn drivers of an approaching curve or fixed object that cannot easily be removed. They are generally less Cost:ly than Chevron Signs as they don't require posts to place along the roadside, avoiding an additional object with which an errant vehicle can crash into.*

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 15%

OTHER



## Impact Attenuators

*Impact attenuators bring an errant vehicle to a more-controlled stop or redirect the vehicle away from a rigid object. Impact attenuators are typically used to shield rigid roadside objects such as concrete barrier ends, steel guardrail ends and bridge pillars from oncoming automobiles. Attenuators should only be installed where it is impractical for the objects to be removed.*

**Cost:** \$\$

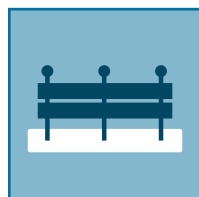
**Crash Type:** All

**CRF:** 25%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

OTHER


## Median Guardrail

*The installation of median guardrail is most suitable for use in traversable medians having no or little change in grade and cross slope. While these systems may not reduce the frequency of crashes due to roadway departure, they can help prevent a lane-departure crash from becoming a head-on collision.*

**Cost:**        \$\$

**Crash Type:**    KSI

**CRF:**        30-43%

OTHER


## Speed Limit Reduction

*Setting speed limits to reflect the surrounding context of the roadway and that meet with driver expectations can help improve driver respect for speed limits. Speed limits that appear inconsistent may be ignored by the majority of drivers and this may contribute to lack of respect for speed limit and other traffic laws.*

**Cost:**        \$

**Crash Type:**    All

**CRF:**        Varies

### Other Reference Information

TRB Study on Setting Speed Limits; also Richard, C. M., Magee, K., Bacon-Abdelmoteleb, P., & Brown, J. L. (2018, April). Countermeasures that work: A highway safety countermeasure guide for State Highway Safety Offices, Ninth edition (Report No. DOT HS 812 478). Washington, DC: National Highway Traffic Safety Administration.



OTHER



## Relocate Select Hazardous Utility Poles

Relocating or removing utility poles from within the clear zone alleviates the potential for fixed-object crashes. If utility poles cannot be completely eliminated from within the clear zone, efforts can be made to either relocate the poles to a greater offset from the road or delineated.

**Cost:**        \$\$

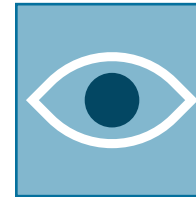
**Crash Type:**    All

**CRF:**        29%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

OTHER



## Remove Obstructions For Sightlines

Remove objects that may prevent drivers and pedestrians from having a clear sightline. May include installing red curb at intersection approaches to remove parked vehicles (also called “daylighting”), trimming or removing landscaping, or removing or relocating large signs.

**Cost:**        \$

*Low Cost / Quick Build alternative available*

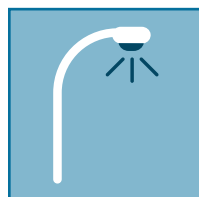
**Crash Type:**    All

**CRF:**        20%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

→ [Back to Index](#)

OTHER


## Upgrade Lighting to LED

*Upgrading Lighting to LED replaces high-pressure sodium light bulbs with LED light bulbs in street lights. Upgrading Lighting to LED improves safety by increasing the visibility of pedestrians in crosswalks through greater color contrast and larger areas of light distribution.*

**Cost:      \$\$**

OTHER


## Red Light Camera

*A red light camera enforces traffic signal compliance by capturing the image of a vehicle that has entered an intersection in spite of the traffic signal indicating red. The automatic photographic evidence is used by authorities to enforce traffic laws and issue traffic violation tickets.*

**Cost:      \$\$**



PEDESTRIAN FACILITIES



### Audible Push Button Upgrade

Push buttons must comply with the Americans with Disability Act (ADA) standards for accessibility. Pushbuttons should be visible and conveniently located for pedestrians waiting at a crosswalk. Accessible pedestrian signals, including audible push buttons, improve access for pedestrians who are blind or have low vision. DIB 82-06 includes accessibility design guidance.

**Cost:** \$

**Crash Type:** Ped and Bike

**CRF:** 25%

**Other Reference Information**

Audible Push Button Upgrade and Extended Time Pushbutton: FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=52](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=52)

PEDESTRIAN FACILITIES



### Add Sidewalk

Adding sidewalks provides a separated and continuous facility for people to walk along the roadway. Adding sidewalks improves safety by minimizing collisions with pedestrians walking in the road.

**Cost:** \$\$

**Crash Type:** Ped and Bike

**CRF:** 80%

**Other Reference Information**

Data in the CMF Clearinghouse is currently limited to bicycle/vehicle collisions. See additional reference: FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=1](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=1)

PEDESTRIAN FACILITIES


### ***Install/Upgrade Pedestrian Crossing at Uncontrolled Locations (Signs and Markings Only)***

A pedestrian crossing at an intersection or on a segment provides a formalized location for people to cross the street, reducing the risk of people crossing outside crosswalks where drivers are not expecting them. Crosswalk striping, signs, and other enhanced safety features alert drivers that there may be a pedestrian crossing.

**Cost:**           **\$**  
*Low Cost / Quick Build alternative available*

**Crash Type:**     **Ped and Bike**

**CRF:**            **35%**

PEDESTRIAN FACILITIES

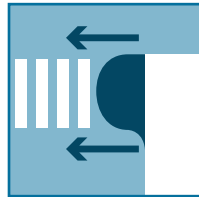

### ***Co-Locate Bus Stops and Pedestrian Crossings***

*Place bus stops and pedestrian crossings in close proximity to allow transit riders to cross the street safely.*

**Cost:**            **\$**  
*Low Cost / Quick Build alternative available*



PEDESTRIAN FACILITIES



### Curb Extensions

A curb extension is a traffic calming measure which widens the sidewalk for a short distance to enhance the pedestrian crossing. This reduces the crossing distance and allowing pedestrians and drivers to see each other when parked vehicles would otherwise block visibility. Paint and plastic curb extensions are a low-cot/quick build option.

**Cost:**        \$\$

*Low Cost / Quick Build alternative available*

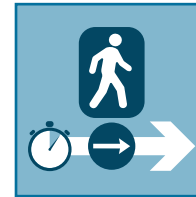
**Crash Type:**     **Ped and Bike**

**CRF:**            **35%**

**Other Reference Information**

(1) Application of Pedestrian Crossing Treatments for Streets and Highways, NCHRP, 2016. <https://www.nap.edu/catalog/24634/application-of-pedestrian-crossing-treatments-for-streets-and-highways> (2) Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments, NCHRP, 2017. <https://www.nap.edu/catalog/24627/development-of-crash-modification-factors-for-uncontrolled-pedestrian-crossing-treatments> (3) Evaluation of Pedestrian-Related Roadway Measures, Pedestrian and Bicycle Information Center, 2014. [http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview\\_April2014.pdf](http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview_April2014.pdf)

PEDESTRIAN FACILITIES



### Extended Time Pushbutton

A pushbutton that can be pressed to request extra time for using the crosswalk, beyond the standard crossing time. Ideal near senior-serving land uses.

**Cost:**        \$

**Other Reference Information**

Audible Push Button Upgrade and Extended Time Pushbutton: FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=52](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=52)

PEDESTRIAN FACILITIES


## High-Visibility Crosswalk

A high-visibility crosswalk has a striped pattern with ladder markings made of high-visibility material, such as thermoplastic tape, instead of paint. A high-visibility crosswalk improves safety by increasing the visibility of marked crosswalks and provides motorists a cue to slow down and yield to pedestrians.

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

**Crash Type:**     **Ped and Bike**

**CRF:**            **25%**

PEDESTRIAN FACILITIES


## Pedestrian Countdown Timer

Displays “countdown” of seconds remaining on the pedestrian signal. Countdown indications improve safety for all road users, and are required for all newly installed traffic signals where pedestrian signals are installed.

**Cost:**            \$\$

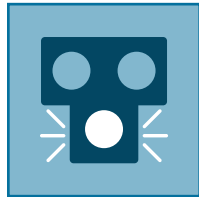
**Crash Type:**     **Ped and Bike**

**CRF:**            **25%**





PEDESTRIAN FACILITIES



## Pedestrian Hybrid Beacon

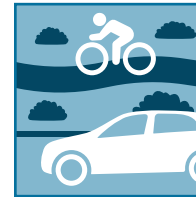
A pedestrian-hybrid beacon (PHB) is used at unsignalized intersections or mid-block crosswalks to notify oncoming motorists to stop with a series of red and yellow lights. Unlike a traffic signal, the PHB rests in dark until a pedestrian activates it via pushbutton or other form of detection.

Cost: \$\$\$

Crash Type: Ped and Bike

CRF: 55%

PEDESTRIAN FACILITIES



## Landscape Buffer

Separating drivers from bicyclists and pedestrians using landscaping provides more space between the modes and can produce a traffic calming effect by encouraging drivers to drive at slower speeds, lowering the risk of crashing.

Cost: \$\$

**PEDESTRIAN FACILITIES**


## Leading Pedestrian Interval and Pedestrian Recall

*At intersection locations that have a high volume of turning vehicle and have high pedestrian vs. vehicle crashes, a leading pedestrian interval gives pedestrians the opportunity to enter an intersection 3 - 7 seconds before vehicles are given a green indication. With this head start, pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn left or right.*

**Cost:**        \$

**Crash Type:**     *Ped and Bike*

**CRF:**        60%

**Other Reference Information**

Pedestrian Phase Recall: Evaluation of Pedestrian-Related Roadway Measures, Pedestrian and Bicycle Information Center, 2014. [http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview\\_April2014.pdf](http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview_April2014.pdf)

**PEDESTRIAN FACILITIES**


## Pedestrian Detection

*An intersection treatment that relies on sensors to detect when a pedestrian is waiting at a crosswalk and automatically triggers the pedestrian "WALK" phase. Reduces crossings at inappropriate times and ensures that pedestrians have enough time to safely cross the roadway.*

**Cost:**        \$\$

**Crash Type:**     *Ped and Bike*

**CRF:**        25%

**Other Reference Information**

FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=11](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=11)



PEDESTRIAN FACILITIES



## Remove Crossing Prohibition

*Removes existing crossing prohibitions and provides marked crosswalk and other safety enhancements for pedestrians to cross the street.*

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** *Ped and Bike*

**CRF:** *25%*

PEDESTRIAN FACILITIES



## Restripe Crosswalk

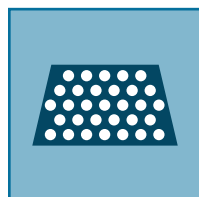
*Periodic restriping of crosswalks is necessary to ensure the traffic markings are visible. Crosswalk may be restriped with high visibility markings.*

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Other Reference Information**

FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=4](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=4)

→ [Back to Index](#)

**PEDESTRIAN FACILITIES**


## Upgrade Curb Ramp

*Tactile warning devices must be detectable to visually impaired pedestrians. Curb ramps must follow the DIB 82-06 design guidelines.*

**Cost:**      **\$\$**

**Other Reference Information**

FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=3](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=3)

**PEDESTRIAN FACILITIES**


## Widen Sidewalk

*Widening sidewalks provides a more comfortable space for pedestrians, particularly in locations with high volumes of pedestrians, and provides space to accommodate people in wheelchairs. Widening sidewalks improves safety by minimizing collisions with pedestrians walking in the road.*

**Cost:**      **\$\$**



PEDESTRIAN FACILITIES



### Rectangular Rapid Flashing Beacon

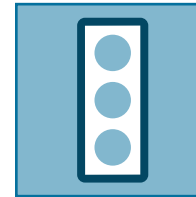
A rectangular rapid flashing beacon (RRFB) is a pedestrian-activated flashing light with additional signage to alert motorists of a pedestrian crossing. An RRFB improves safety by increasing the visibility of marked crosswalks and provides motorists a cue to slow down and yield to pedestrians.

Cost:        \$\$

Crash Type:    Ped and Bike

CRF:         35%

SIGNALS



### Retroreflective Tape on Signals

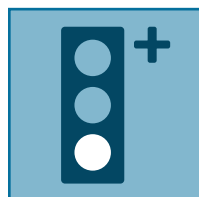
Retroreflective borders enhance the visibility of traffic signals for aging and color vision impaired drivers enabling them to understand which signal indication is illuminated. Retroreflective borders may also alert drivers to signalized intersections during periods of power outages when the signals would otherwise be dark, and non-reflective signal heads and backplates would not be visible.

Cost:        \$

*Low Cost / Quick Build alternative available*

Crash Type:    All

CRF:         15%

SIGNALS


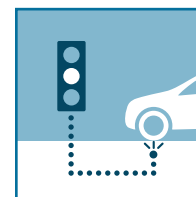
## Supplemental Signal Heads

*Additional signal heads allow drivers to anticipate signal changes farther away from intersections. Supplemental traffic signals may be placed on the near side of an intersection, far-left, far-right, or very high.*

**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        15%

SIGNALS


## Advanced Dilemma Zone Detection

*The Advanced Dilemma-Zone Detection system adjusts the start time of the yellow-signal phase (i.e. earlier or later) based on observed vehicle locations and speeds. The Advanced Dilemma-Zone Detection system improves safety by minimizing the number of drivers that are faced with the dilemma of determining if they should stop at the intersection or drive through the intersection based on their speed and distance from the intersection.*

**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        40%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)



SIGNALS



## Extend Pedestrian Crossing Time

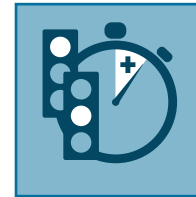
*Increases time for pedestrian walk phases, especially to accommodate vulnerable populations, such as children and the elderly.*

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 15%

SIGNALS



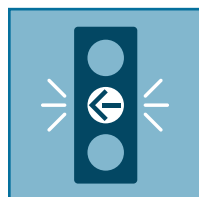
## Extend Yellow and All Red Time

*Extending yellow and all red time increases the time allotted for the yellow and red lights during a signal phase. Extending yellow and all red time improves safety by allowing drivers and bicyclists to safely cross through a signalized intersection before conflicting traffic movements are permitted to enter the intersection.*

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** All

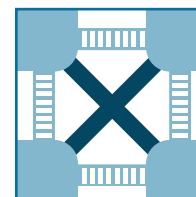
**CRF:** 15%

SIGNALS


## Flashing Yellow Turn Phase

*Flashing yellow turn arrow alerts drivers to proceed with caution and decide if there is a sufficient gap in oncoming traffic to safely make a turn. To be used only when a pedestrian walk phase is not called. Protected-only phases should be used when pedestrians are present.*

**Cost:**      **\$\$**

SIGNALS


## Pedestrian Scramble

*A form of pedestrian "WALK" phase at a signalized intersection in which all vehicular traffic is required to stop, allowing pedestrians to safely cross through the intersection in any direction, including diagonally.*

**Cost:**      **\$**

**Crash Type:**      **All**

**CRF:**      **15%**





SIGNALS



**Prohibit Left Turn**

*Prohibitions of left turns at locations where a turning vehicle may conflict with pedestrians in the crosswalk or where opposing traffic volume is high. Reduces pedestrian interaction with vehicles when crossing.*

**Cost:**           \$  
*Low Cost / Quick Build  
 alternative available*

**Crash Type:**    **All**

**CRF:**            **50%**

SIGNALS



**Prohibit Turns During Pedestrian Phase**

*Restricts left or right turns during the pedestrian crossing phase at locations where a turning vehicle may conflict with pedestrians in the crosswalk. This restriction may be displayed with a blank-out sign.*

**Cost:**           \$

**SIGNALS**

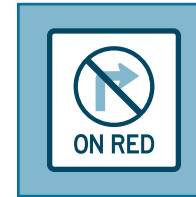

## Protected Left Turns

A protected left turn can be implemented at signalized intersections (with existing left turn pockets) that currently have a permissive left-turn or no left-turn protection that have a high frequency of angle crashes involving left turning, opposing through vehicles, and non-motorized road users. Left turns are widely recognized as the highest-risk movements at signalized intersections. Providing protected left-turn phases for signalized intersections significantly improve the safety for left-turn maneuvers by removing the need for the drivers to navigate through gaps in oncoming/opposing through vehicles.

**Cost:**        \$\$

**Crash Type:**    All

**CRF:**         30-55%

**SIGNALS**


## Prohibit Right-Turn-on-Red

Prohibiting right-run-on-red movements should be considered at skewed intersections, or where exclusive pedestrian “WALK” phases, Leading Pedestrian Intervals (LPIs), sight distance issues, or high pedestrian volumes are present. Can help prevent crashes between vehicles turning right on red from one street and through vehicles on the cross street, and crashes involving pedestrians.

**Cost:**        \$  
*Low Cost / Quick Build  
 alternative available*

**Other Reference Information**

Currently the CMF Clearinghouse does not include specific studies; however, permitting right-turns-on-red shows an increase in ped/vehicle crashes. Additional information is available at the FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=49](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=49)

→ [Back to Index](#)



SIGNALS



## Separate Right-Turn Phasing

*Provides a green arrow phase for right-turning vehicles. Avoids conflicts between right-turning traffic and bicyclists or pedestrians crossing the intersection on their right.*

**Cost:**        \$\$\$

### Other Reference Information

(1) Evaluation of Pedestrian-Related Roadway Measures, Pedestrian and Bicycle Information Center, 2014. [http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview\\_April2014.pdf](http://www.pedbikeinfo.org/cms/downloads/PedestrianLitReview_April2014.pdf) (2) FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

SIGNALS



## Shorten Cycle Length

*Traffic signal cycle lengths have a significant impact on the quality of the urban realm and consequently, the opportunities for bicyclists, pedestrians, and transit vehicles to operate safely along a corridor. Long signal cycles, compounded over multiple intersections, can make crossing a street or walking even a short distance prohibitive and frustrating. Short cycle lengths of 60–90 seconds are ideal for urban areas.*

**Cost:**        \$  
*Low Cost / Quick Build alternative available*

### Other Reference Information

FHWA Pedestrian Safety Guide and Countermeasure Selection System. [http://www.pedbikesafe.org/PEDSAFE/countermeasures\\_detail.cfm?CM\\_NUM=45](http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=45)

**SIGNALS**

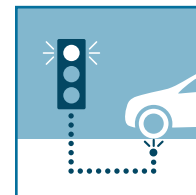

## Signal Interconnectivity and Coordination / Green Wave

*Certain timing, phasing, and control strategies can produce multiple safety benefits. Sometimes capacity improvements come along with the safety improvements and other times adverse effects on delay or capacity occur. The emphasis of improving signal coordination for this countermeasure is to provide an opportunity for slow speed signal coordination. Coordinating signals to allow for bicyclist progression, also known as a 'green wave,' gives bicyclists and pedestrians more time to safely cross through the 'green wave' intersections.*

**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        15%

**SIGNALS**


## Speed Sensitive Rest in Red Signal

*At certain hours (e.g. late night) a signal remains red for all approaches or certain approaches until a vehicle arrives at the intersection. If the vehicle is going faster than the desired speed, the signal will not turn green until after vehicle stops. If the vehicle is going the desired speed the signal will change to green before the vehicle arrives. This signal timing provides operational benefit to drivers traveling at the desired speed limit. Can be paired with variable speed warning signs.*

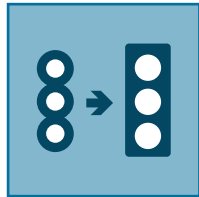
**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        30%



SIGNALS



### Upgrade Signal Head

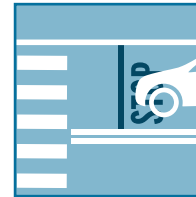
*Upgrading Signal Heads replaces existing 8-inch signal heads with 12-inch signal heads to comply with the California MUTCD's 2014 guidelines. Upgrading signal heads improves safety by providing better visibility of intersection signals and by aiding drivers' advanced perception of upcoming intersections.*

**Cost:** \$

**Crash Type:** All

**CRF:** 15%

SIGNING & STRIPING



### Advance Stop Bar

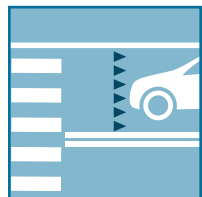
*An advanced stop bar is a horizontal stripe painted ahead of the crosswalk at stop signs and signals to indicate where drivers should stop. An advanced stop bar improves safety by reducing instances of vehicles encroaching on the crosswalk. Creating a wider stop bar or setting the stop bar further back may be appropriate for locations with known crosswalk encroachment issues.*

**Cost:** \$

*Low Cost / Quick Build alternative available*

**Crash Type:** Ped and Bike

**CRF:** 15%

**SIGNING & STRIPING**


## Advance Yield Markings

*Yield lines are placed 20 to 50 feet in advance of multi-lane pedestrian crossings to increase visibility of pedestrians. They can reduce the likelihood of a multiple-threat crash.*

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

**SIGNING & STRIPING**


## Curve Advance Warning Sign

*A curve advance warning sign notifies drivers of an approaching curve and may include an advisory speed limit as drivers navigate around the curve. This warning sign is ideally combined with other infrastructure that alerts drivers of the curve, such as chevron signs, delineators, and flashing beacons. A curve advance warning sign improves safety by giving drivers additional time to slow down for the curve.*

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

**Crash Type:**     *All*

**CRF:**         *25%*

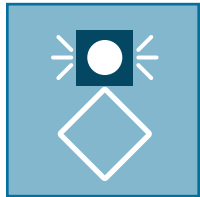
**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)



SIGNING & STRIPING



## Flashing Beacon as Advance Warning

A flashing beacon as Advanced Warning is a blinking light with signage to notify motorists of an upcoming intersection or crosswalk. A flashing beacon improves safety by providing motorists more time to be aware of and slow down for an intersection or yield to pedestrians crossing a crosswalk.

**Cost:**        \$\$

**Crash Type:**    All

**CRF:**        30%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

SIGNING & STRIPING



## Chevron Signs on Horizontal Curves

Post-mounted chevrons are intended to warn drivers of an approaching curve and provide tracking information and guidance to the drivers. They can be beneficial on roadways that have an unacceptable level of crashes on relatively sharp curves during periods of light and darkness.

**Cost:**        \$

*Low Cost / Quick Build alternative available*

**Crash Type:**    All

**CRF:**        40%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

**SIGNING & STRIPING**


## LED-Enhanced Sign

An LED-Enhanced Sign has LED lights embedded in the sign to outline the sign itself or the words and symbols on the sign. The LEDs may be set to flash or operate in a steady mode. An LED-enhanced sign improves safety by improving the visibility of signs at locations with visibility limitations or with a documented history of drivers failing to see or obey the sign (e.g. at STOP signs).

**Cost:** \$

*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 15%

**SIGNING & STRIPING**


## Painted Centerline and Raised Pavement Markers at Curves on Residential Streets

A raised pavement marker is a small device attached to the road and used as a positioning guide for drivers.

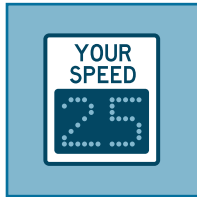
**Cost:** \$

*Low Cost / Quick Build alternative available*





SIGNING & STRIPING



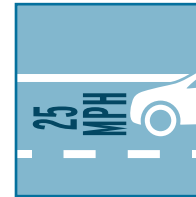
## Speed Feedback Sign

A speed feedback sign notifies drivers of their current speed, usually followed by a reminder of the posted speed limit. A speed feedback sign improves safety by providing a cue for drivers to check their speed and slow down, if necessary.

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**CRF:** 10%

SIGNING & STRIPING



## Speed Legends on Pavement at Neighborhood Entries

Speed legends are numerals painted on the roadway indicating the current speed limit in miles per hour. They are usually placed near speed limit signposts.

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**SIGNING & STRIPING**

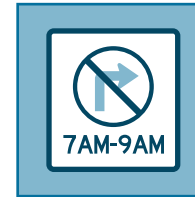

## Striping Through Intersection

Adding clear pavement markings can guide motorists through complex intersections. Intersections where the lane designations are not clearly visible to approaching motorists and/or intersections noted as being complex and experiencing crashes that could be attributed to a driver's unsuccessful attempt to navigate the intersection can benefit from this treatment.

**Cost:** \$  
*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 10%

**SIGNING & STRIPING**


## Time-Based Turn Restriction

Restricts left-turns or right-turns during certain time periods when there may be increased potential for conflict (e.g., peak periods, school hours).

**Cost:** \$  
*Low Cost / Quick Build alternative available*



SIGNING & STRIPING



## Upgrade Intersection Pavement Markings

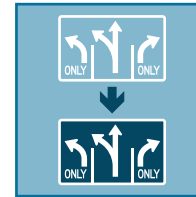
Upgrading intersection pavement marking can include “Stop Ahead” markings and the addition of centerlines and stop bars. Upgrading intersection pavement markings can improve safety by increasing the visibility of intersections for drivers approaching and at the intersection. **Cost:** \$

*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 25%

SIGNING & STRIPING



## Upgrade Signs with Fluorescent Sheeting

Upgrading signs with fluorescent sheeting replaces existing signs with new signs that can clearly display warnings by reflecting headlamp light back to vehicles. Upgrading signs with fluorescent sheeting improves safety by increasing visibility of signs to drivers at night.

**Cost:** \$

*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 15%

**Other Reference Information**

FHWA Manual for Selecting Safety Improvements on High Risk Rural Roads

[→ Back to Index](#)

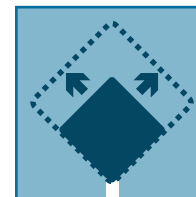
**SIGNING & STRIPING**


## Upgrade Striping

*Restripe lanes with reflective striping to improve striping visibility and clarify lane assignment, especially where the number of lanes changes.*

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

**SIGNING & STRIPING**


## Upgrade to Larger Warning Signs

*Upgrading to larger warning signs replaces existing signs with physically larger signs with larger warning information. Upgrading to larger warning signs improves safety by increasing visibility of the information provided, particularly for older drivers.*

**Cost:**        \$

*Low Cost / Quick Build  
alternative available*

**Crash Type:**    *All*

**CRF:**        *15%*



SIGNING & STRIPING

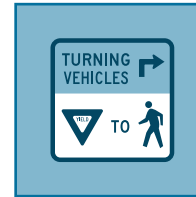


## Wayfinding

A network of signs that highlight nearby pedestrian and bicycle facilities. Can help to reduce crossings at locations with poor sight distance or limited crossing enhancements.

**Cost:** \$

SIGNING & STRIPING



## Yield To Pedestrians Sign

“Yield Here to Pedestrians” signs alert drivers about the presence of pedestrians. These signs are required with advance yield lines. Other sign types can be placed on the centerline in the roadway.

**Cost:** \$

*Low Cost / Quick Build alternative available*

**Crash Type:** All

**CRF:** 15%

**NON-ENGINEERING: BETTER DATA**


## Improve Crash Data Collection

*Improve the accuracy, breadth, and consistency of crash data by creating a near-miss and unreported crash database, developing a standardized electronic reporting form for all crashes, forming agreements with shared mobility operators to acquire crash data, and/or creating a multi-jurisdiction crash database that can be updated by paramedics, police, City staff, and hospitals.*

**Non-Engineering Countermeasure**

**NON-ENGINEERING: EDUCATION**


## Bicycle Safety Education Events

*Partner with local bike shops and other partners to host events/fairs to educate residents on bicycle safety. For example, host rides to introduce residents to new bicycle facilities as they are opened; offer tune ups at safety fairs.*

**Non-Engineering Countermeasure**



## NON-ENGINEERING: EDUCATION



## Youth Education

*Launch a countywide transportation safety education campaign targeting youth that covers a wide range of topics, such as alcohol and drug impairment, speeding, and potentially distracted driving. Local schools can also be partners in promoting safe driver behavior during school pick-up and drop offs. Educational campaigns that involve both students and parents can be more impactful as they involve parents, who are actually driving, and students, who may not only remind their parents but also retain safe driving behavior if they eventually drive.*

### Non-Engineering Countermeasure

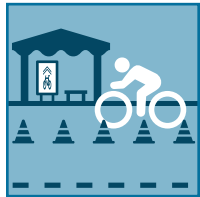
## NON-ENGINEERING: EDUCATION



## Education Campaigns for Vulnerable Groups

*Launch targeted public education campaigns for seniors, non-English speaking populations, or other vulnerable groups.*

### Non-Engineering Countermeasure

**NON-ENGINEERING: EDUCATION**


## *Pilot Demonstration Safety Projects*

*Implement pilot demonstration safety projects. Projects can either be implemented on a temporary basis (tactical urbanism) or permanent basis with room for modification (quick builds).*

### **Non-Engineering Countermeasure**

**NON-ENGINEERING: EDUCATION**


## *Public Information Campaigns*

*Launch public safety education campaigns. Example campaign topics include safe speeds, yielding to pedestrians, distracted driving, drinking and driving, awareness of bicyclists and pedestrians, appropriate crosswalk behavior, rail safety, moving over for EMS vehicles, etc. Campaigns may include yard signs, wall boards/posters in prime injury-corridor neighborhoods, ads on bus exteriors, radio ads, etc. Public education may also involve making safety and crash data publicly available on project websites, the local agency's data portal, social media, and other avenues as appropriate.*

### **Non-Engineering Countermeasure**





NON-ENGINEERING: MAINTENANCE

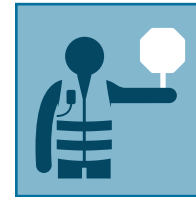


## ***Keep Roadways Clear of Debris***

*A smoothly paved surface free of debris enhances safety for vehicles and bicyclists.*

***Non-Engineering Countermeasure***

NON-ENGINEERING: PARTNERSHIPS



## ***Safe Routes to School***

*Establish a Safe Routes to School (SRTS) program in partnership with school districts.*

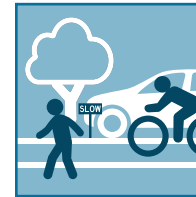
***Non-Engineering Countermeasure***

NON-ENGINEERING: POLICIES AND PROGRAMS


## Update City Policies and Standards

*Update policies, standards, and guidelines on topics such as signal timing, street design, street lighting, complete streets, and pedestrian crossings to incorporate current best practices and improve safety for all modes.*

**Non-Engineering Countermeasure**

NON-ENGINEERING: POLICIES AND PROGRAMS


## Neighborhood Slow Zones

*Develop a neighborhood slow zone program to allow neighborhoods to request treatments to slow motor vehicles to 15 to 20 mph using traffic calming features, signs, and markings. Selected locations are typically in areas serving children, seniors, public transit users, commercial activity, and pedestrian/bicycle activity.*

**Non-Engineering Countermeasure**



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**NON-ENGINEERING: POLICIES AND PROGRAMS**

## ***Targeted Enforcement and Deterrence***

*When developing a program of targeted enforcement and deterrence, use collision history and corridors on the High Injury Network as one criterion for where to concentrate enforcement efforts. Add extra patrols to look for distracted drivers as part of a statewide distracted driving campaign, with focus on where data indicates that the most traffic safety benefit can be realized. Implement deterrence policies that are highly visible, such as publicized sobriety checkpoints, saturation patrol, and other forms of high visibility enforcement that are effective for safety outcomes.*

### ***Non-Engineering Countermeasure***

**RESOLUTION NO. 5789**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING THE 2024 COMPREHENSIVE SAFETY ACTION PLAN AND COMMITTING TO VISION ZERO TRANSPORTATION SAFETY GOALS

WHEREAS, the City has developed a Comprehensive Safety Action Plan (CSAP) that uses crash data, community input, and equity considerations to identify and prioritize locations with a history of crashes that led to fatalities or serious injuries and locations with risk factors that indicate a higher probability of crashes that lead to fatalities or serious injuries (KSIs); and

WHEREAS, the CSAP identifies actions intended to reduce the likelihood of serious injury and fatality crashes at the priority locations through a safe systems approach; and

WHEREAS, actions include establishing safety emphasis corridors and a list of countermeasures intended to potentially reduce the likelihood of serious injury and fatal crashes; and

WHEREAS, actions also include identification of projects that address vulnerable roadway users (bicyclists, pedestrians, and motorcyclists), roadways where speed reductions, curve treatments, and/or street lighting could help potentially reduce serious injury and fatal crashes; and

WHEREAS, the City of Auburn is committed to a goal to reduce serious injury and fatal crashes with a vision to eventually have zero roadway serious injuries; and

WHEREAS, the preparation, adoption, and implementation of the CSAP followed by periodic updates to the CSAP will help the City work towards its goal and vision.

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

**Section 1.** The 2024 Comprehensive Safety Action Plan (CSAP) attached as Exhibit A is hereby adopted.

**Section 2.** The Mayor or Designee is authorized to prepare and adopt periodic updates to the CSAP.

**Section 3.** The City of Auburn’s goal is a 30% reduction in fatalities and serious injuries by 2040, with a vision to eventually have zero roadway fatalities and serious Injuries.

**Section 4.** The Mayor or designee is authorized to adjust the goal as needed to maintain realistic progress towards the vision.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF AUBURN

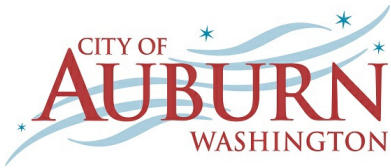
\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Jason Whalen, City Attorney



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Ordinance No. 6951 (Gaub) (10 Minutes)

**Date:**

August 16, 2024

**Department:**

Public Works

**Attachments:**

[Draft Ordinance No. 6951](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

For discussion only.

**Background for Motion:****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.

T-Mobile West LLC has applied for a new Franchise Agreement to continue to operate their existing wireless telecommunications facilities in the public ways within the city limits as their previous Franchise Agreement has recently expired. T-Mobile provides telecommunications services that includes but is not limited to wireless and data communications services. The proposed agreement is consistent with the City's standard Franchise Agreement language.

A Public Hearing to consider this application and take public comment is scheduled before the City Council on October 7, 2024, in accordance with Auburn City Code 20.04.040.

**Reviewed by Council Committees:**

**Councilmember:** Tracy Taylor

**Staff:** Ingrid Gaub

**Meeting Date:** September 30, 2024

Item Number:

**ORDINANCE NO. 6951**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING A FRANCHISE FOR WIRELESS TELECOMMUNICATIONS TO T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

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

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

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

**Section 1. Definitions**

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

A. “ACC” means the Auburn City Code.

B. “Franchise Area” means the location(s) of the Franchisee’s Facilities in the public way at 3 separate sites within the City that are more fully identified and described in Exhibit “A”.

“Franchise Area” does not include private property located outside of the public way which the Franchisee may utilize, lease, or otherwise use for placement of Franchisee Facilities with authorization or other permissions from third parties, and including any necessary permits from any regulatory authority.

C. "Franchisee's Facilities" means any and all equipment, appliances, attachments, appurtenances, antennas, and other items necessary for Telecommunications Services as defined in RCW 35.99.010(7) that are located in the Franchise Area. Franchisee's Facilities in this franchise are more fully identified and described in Exhibit "A".

Unless provided otherwise in this Agreement, "Franchisee's Facilities" do not include: (1) facilities used to provide wireline services, front-haul or back-haul services, including fiber optic cables, coaxial cables, wires, conduit or other equipment, appliances, attachments and appurtenances; (2) small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375; or (3) any equipment that is not located within the Franchise Area, or that is covered under a separate Franchise Agreement or agreement.

D. "Franchisee's Services" means the transmission and reception of information, only at the Franchisee's Facilities identified in Exhibit "A", by wireless communication signals including data communications services, over Franchisee's federally licensed frequencies, pursuant to all the rules and regulations of the Federal Communications Commission. However, Franchisee's Services will not include the provision of "cable service", as defined by 47 U.S.C. §522 (as now enacted or hereafter amended), for which a separate franchise would be required.

**Section 2. Grant of Right to Use Franchise Area**

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area specified in Exhibit "A", attached hereto and incorporated by reference. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

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

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

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



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

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

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

**Section 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 City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement (except in case of notification in an emergency as defined in ACC20.02.020).

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

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

Franchisee: T-Mobile West LLC  
T-Mobile USA, Inc.  
Attn: Lease Compliance  
Site No. City of Auburn Franchise  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Telephone: 1-877-373-0093  
Email Address: Propertymanagement@T-Mobile.com

with a copy to: T-Mobile West LLC  
Attn: Property Management  
Site No: City of Auburn Franchise  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Telephone: 1-877-373-0093  
Email Address: Propertymanagement@T-Mobile.com

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (NOC 24/7 1-888-662-4662).

**Section 4. Term of Agreement**

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

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

**Section 5. Acceptance of Franchise**

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit “B”), (2) all verifications of

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Ordinance No. 6951  
Franchise Agreement No. FRN23-0002  
August 6, 2024  
Page 4 of 18

insurance coverage specified under Section 15, (3) the financial guarantees specified in Section 16, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the “Franchise Acceptance”. The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 27 of this Agreement, the City’s grant of the Franchise will be null and void.

**Section 6. Construction and Maintenance**

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

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

C. The City expressly reserves the right to prescribe how and where Franchisee’s Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

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

E. Tree Trimming. Upon prior written approval of the City the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee’s Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within 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.

## **Section 7. Repair and Emergency Work**

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee's emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City's actual cost of performing emergency response work.

## **Section 8. 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 conditions, 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 9. 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 will 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 10 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

**Section 10. Relocation of Franchisee Facilities**

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 14, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

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

**Section 11. Abandonment and or Removal of Franchisee Facilities**

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

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

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

**Section 12. Undergrounding**

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

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee’s Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are

present and involved in the undergrounding project, Franchisee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

**Section 13. Franchisee Information**

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

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

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

parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 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.

**Section 15. Insurance**

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

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

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

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

shall be included as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Commercial 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 or a carrier-maintained form that is equivalent to ISO form CA 00 01.

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

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

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

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets 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. Commercial 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 Commercial Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

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

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

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

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

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within ten (10) business days of its receipt of a notice of such cancellation.

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

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

**Section 16. Financial Security**

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 19 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

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

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

## **Section 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 agreement, the City may, at its discretion, provide Franchisee with written notice to cure the

breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the financial guarantee set forth in Section 16 for every day after the expiration of the cure period that the breach is not cured.

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

## **Section 20. Compliance with Laws and Regulations**

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

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

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

**Section 21. License, Tax and Other Charges**

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

**Section 22. Consequential Damages Limitation**

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

**Section 23. Severability**

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

**Section 24. Titles**

The section titles used 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. Entire Agreement**

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

**Section 27. Effective date.**

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

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Jason Whalen, City Attorney

PUBLISHED: \_\_\_\_\_

EXHIBIT "A"

FRANCHISE AREA

**Site ID: SE4042A, Peasley Canyon**

Location: 46<sup>th</sup> PI S/S 331<sup>st</sup> St  
Latitude 47-18-16.60N NAD 83  
Longitude 122-16-14.80W

Description: Telecommunications Facility consisting of antennas located on an existing 88' above ground wood utility pole in the public way, with connecting underground conduit to above ground radio equipment cabinets located in a 12'x17' cedar wood fence enclosure in the public way that is near (but not located on) private property at 33043 46<sup>th</sup> Place South, Auburn WA 98001.

**Site ID: SE04028B, Mountain View Cemetery/PR**

Location: 56<sup>th</sup> Ave SE, Auburn WA  
Latitude 47-18-38.93N NAD 83  
Longitude 122-15-56.20W

Description: Telecommunications Facility consisting of antennas located on an existing 75' above-ground wood utility pole in the public way of 56<sup>th</sup> Ave SE with connecting underground conduit to ground equipment located on private property at 5606 S 324<sup>th</sup> Place, Auburn WA 98001.

**Site ID: SE04715I, Lea Hill CHINN**

Location: 116<sup>th</sup> Ave SE, Auburn WA  
Latitude 47-19-03.51N NAD83  
Longitude 122-11-13.74W

Description: Telecommunications Facility consisting of antennas located on existing 54' above-ground wood utility pole in the public way of 116<sup>th</sup> Ave SE with connecting underground conduit to ground equipment located on private property at 11534 SE 318<sup>th</sup> Place, Auburn WA 98092.

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

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

Franchisee Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_



By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared, \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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

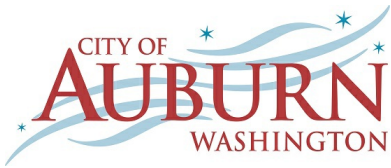
\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

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Ordinance No. 6951  
Franchise Agreement No. FRN23-0002  
August 6, 2024  
Page 18 of 18





**AGENDA BILL APPROVAL FORM**

**Agenda Subject:**

Resolution No. 5785 (Whalen/Gaub) (5 Minutes)

**Date:**

September 25, 2024

**Department:**

City Attorney

**Attachments:**

- [Resolution No. 5785](#)
- [RES 5785 Exh A – Auburn Condo Hangars Association](#)
- [RES 5785 Exh B – James Jacobsen](#)
- [RES 5785 Exh C – Auburn Hangars Owners Association](#)
- [RES 5785 Exh D – Auburn Flyers Condo I](#)
- [RES 5785 Exh E – Auburn Flyers Condo II](#)
- [RES 5785 Exh F – Auburn Flyers Condo III](#)
- [RES 5785 Exh G – Cascade Helicopter Services](#)

**Budget Impact:**

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

**Administrative Recommendation:**

For discussion only.

**Background for Motion:**

**Background Summary:**

The Airport’s Land Leases are subject to Fair Market Value (“FMV”) lease rate adjustments in calendar years ending in a “0” and “5” (example: 2020, 2025, 2030, 2035). Per lease requirements, the City commissioned an appraisal to evaluate the market and determine the FMV lease rate for leased land on the Airport. The June 24, 2024 report, prepared by MAI Certified Appraiser – S. Murray Brackett & Senior Valuation Associate – Tim Lovell of CBRE’s Valuation & Advisory Services concluded a FMV lease rate of \$1.35 per square foot of land, per year, roughly a 35% increase over the 2024 lease rate.

When budgeting for operational expenses, Airport management typically factors a 2% year-over-year budget increase. Amending the Lease Agreements to allow implementing the FMV increase over a three-year period (2025 – 2027), adjusting the rate increase by roughly 10% year-over-year during this three-year period vs. implementing the full (35%) increase in 2025 would substantially lessen the financial burden of the affected tenants without causing a harmful impact to the Airport’s Operating Budget.

**Reviewed by Council Committees:**

**Councilmember:** Tracy Taylor

**Staff:** Jason Whalen & Ingrid Gaub

**Meeting Date:** September 30, 2024

**Item Number:**



**RESOLUTION NO. 5785**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENTS TO CERTAIN AUBURN MUNICIPAL AIRPORT LAND LEASES RELATING TO THE IMPLEMENTATION OF THE 2025 FAIR MARKET VALUE LEASE RATE ADJUSTMENT

WHEREAS, the City of Auburn has several land leases located on the Auburn Municipal Airport; and

WHEREAS, each land lease contains a Fair Market Valuation (“FMV”) rent escalation clause; and

WHEREAS, the appraisal establishing the FMV rent for the 2025 term produced a rate that is substantially higher than the current lease rate; and

WHEREAS, the City and those tenants subject to the 2025 FMV escalation desire to phase the rent increase over a three-year period in an effort to mitigate the financial burden on those tenants.

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

**Section 1.** That the Mayor is authorized to execute those lease amendments subject to the 2025 FMV escalation and attached as Exhibits “A”, “B,” “C,” “D,” “E,” “F,” and “G”.

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

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

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Jason Whalen, City Attorney

**EXHIBIT A**

**CITY OF AUBURN /  
Auburn Condo Hangars Association  
(FIFTH AMENDMENT)**

COVER SHEET

**FIFTH AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND AVIATION PROPERTIES, INC.**

**THIS AMENDMENT** is made and entered into this 23 day of September, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the "CITY"), and **Auburn Condo Hangars Association** (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") executed on the 8th day of June, 2001.

**I. RECITALS:**

1. The CITY, and Aviation Properties, Inc. ("API") entered into a lease agreement dated June 8, 2001 (the "Original Lease Agreement"), a memorandum of which was recorded with the Auditor of King County, Washington, under Auditor's File No. 20020627002407 on the 27<sup>th</sup> day of June 2002.
2. Pursuant to Paragraph 12 of the Lease Agreement between API and the CITY, API had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20030415000674.
3. Pursuant to Paragraph 12(b) of the Lease Agreement between API and the CITY, the Lease was automatically assigned to the Auburn Condo Hangars Association ("ACHA") for the assumption of all responsibilities under this Lease Agreement.
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
6. The 3<sup>rd</sup> amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.
7. Due to the size and maintenance responsibilities of the tenant this leasehold has in the past realized a discount rate applied to the FMV.

**II. AMENDMENT:**

In consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 5(e) added as part of the 4<sup>th</sup> amendment to the Lease Agreement is replaced with the following:**

**5(c)** The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:

- (i)** For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$0.715.
- (ii)** For the 2026 calendar year term a rate of \$0.7865 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii)** For the 2027 calendar year term a rate of \$0.8775 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*

Signed and Dated on this 23<sup>rd</sup> day of September, 2024

**Auburn Condo Hangars Association**

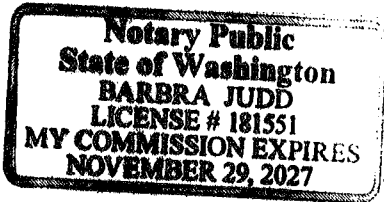
Dino D Vallala Treasurer  
Name: Dino D Vallala Title:

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

The undersigned Notary Public hereby certifies: That on this 23<sup>rd</sup> day of Sept, 2024, personally appeared before me Dino Vallala (name), Treasurer (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of Auburn Condo Hangars Association

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

Barbra Judd  
Notary Public in and for the State of Washington,  
Residing at Sumner, WA  
My commission expires 11/29/2027





Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON     )  
  ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name), \_\_\_\_\_ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT B**

**CITY OF AUBURN /  
JAMES E. JACOBSEN  
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND JAMES E. JACOBSEN.**

THIS AMENDMENT is made and entered into this 20<sup>TH</sup> day of SEPTEMBER, 2024, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (the "CITY"), and JAMES E. JACOBSEN (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") dated the 3rd day of June, 2002.

**I. RECITALS**

1. The City of Auburn and James E. Jacobsen entered into a lease agreement dated June 3, 2002 (the "Original Lease Agreement") authorized under resolution 3474.
2. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
3. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
4. The 1<sup>st</sup> Amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

**II. AMENDMENT**

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 5(e) added as part of the 2<sup>nd</sup> Amendment to the Lease Agreement is replaced with the following:**

- 5(e)** The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:
- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
  - (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
  - (iii) For the 2027 calendar year term a rate of 1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*

Signed and dated on this 20<sup>th</sup> day of September, 2024

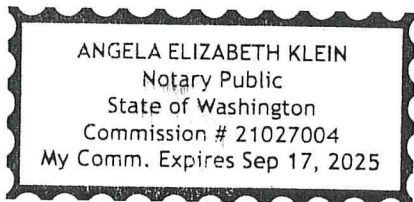
**James E. Jacobsen**

Name: *J. Jacobsen* Title: *Manager*

STATE OF WASHINGTON )  
 ) ss.  
County of *KING* )

The undersigned Notary Public hereby certifies: That on this *20<sup>th</sup>* day of *SEPTEMBER* *2024*, personally appeared before me *JAMES E. JACOBSEN* (name), *MANAGER* (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of *JAMES E. JACOBSEN*

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



*[Signature]*  
Notary Public in and for the State of Washington,  
Residing at *PIEKCE CO, WA*  
My commission expires *SEPT 17, 2025*

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON     )  
  ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name), \_\_\_\_\_ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT C**

**CITY OF AUBURN /  
AUBURN HANGARS OWNERS ASSOCIATION  
(FOURTH AMENDMENT)**

COVER SHEET

**FOURTH AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND HU, INC.**

THIS AMENDMENT is made and entered into this 27<sup>th</sup> day of SEPTEMBER 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the "CITY"), and **Auburn Hangars Owners Association** (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") dates the 14th day of September, 2001.

**I. RECITALS:**

1. The City of Auburn, and HU, Inc., doing business as Hangars Unlimited ("HU") entered into a Lease Agreement dated September 14, 2001 (the "Original Lease Agreement"), a memorandum of which was recorded with the Auditor of King County, Washington, under Auditor's File No 20030512000474 on the 12<sup>th</sup> day of May, 2003.
2. Pursuant to Paragraph 12 of the Lease Agreement between HU, Inc. and the CITY, HU, Inc. had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20030416002595.
3. Pursuant to Paragraph 12(b) of the Lease Agreement between HU, Inc. and the CITY, the Lease was automatically assigned to the Auburn Hangars Owners Association for the assumption of all responsibilities under this Lease Agreement.
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
6. The 2<sup>nd</sup> amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

**II. AMENDMENT:**

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 5(e) added as part of the 3<sup>rd</sup> amendment to the Lease Agreement is replaced with the following:**

**5(e)** The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:



- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*

Signed and dated on this 20<sup>th</sup> day of SEPTEMBER, 2024

**Auburn Hangars Owners Association**

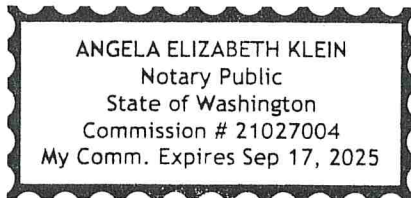
Randall Snodgrass  
Name:

PRESIDENT AUBURN HANGARS ASS  
Title:

STATE OF WASHINGTON )  
 ) ss.  
County of KING )

The undersigned Notary Public hereby certifies: That on this 20<sup>th</sup> day of SEPTEMBER, 2024, personally appeared before me RANDALL SNODGRASS (name), PRESIDENT (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN HANGAR OWNERS ASSOCIATION

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



[Signature]  
Notary Public in and for the State of Washington,  
Residing at PIERCE CO. WA  
My commission expires SEP. 17<sup>th</sup> 2025

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON      )  
  ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name), \_\_\_\_\_ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT D**

**CITY OF AUBURN /  
AUBURN FLYERS CONDO I  
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

THIS AMENDMENT is made and entered into this 30<sup>th</sup> day of SEPTEMBER, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the "CITY"), and **Auburn Flyers Condo I** (the "Lessee"), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport ("Airport") executed on the 17th day of June, 2002.

**I. RECITALS:**

1. The City of Auburn ("CITY"), and NW Hangars, LLC. ("Lessee") entered into a Lease Agreement dated June 17, 2002 (the "Original Lease Agreement"), recorded with the Auditor of King County, Washington, under Auditor's File No. 20021212002550 on the 12<sup>th</sup> day of December, 2002.
2. Pursuant to Paragraph 12 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor's File No. 20021212000129.
3. Pursuant to Paragraph 12(b) of the Lease Agreement between NW Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo I ("AFC I") for the assumption of all responsibilities under this Lease Agreement.
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon "fair market rental value" (FMV) of the Premises.
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the "Lease Agreement".
6. The 1<sup>st</sup> amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

**II. AMENDMENT:**

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 5(e) added as part of the 2<sup>nd</sup> amendment to the Lease Agreement is replaced with the following:**

**5(e) The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over three years in the following manner:**

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*

Signed and dated on this 20<sup>th</sup> day of SEPTEMBER, 2024

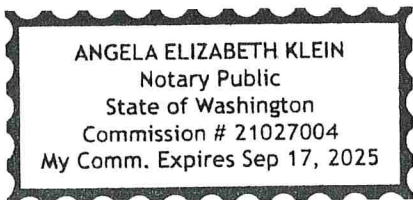
**Auburn Flyers Condo I**

Will Rouin President  
Name: Title:

STATE OF WASHINGTON )  
 ) ss.  
County of KING )

The undersigned Notary Public hereby certifies: That on this 20<sup>th</sup> day of SEPTEMBER 2024, personally appeared before me NICHOLAS RAISSIS (name), PRESIDENT (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN FLYERS CONDO I

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



[Signature]  
Notary Public in and for the State of Washington,  
Residing at PIERCE CO, WA  
My commission expires SEPT 17, 2025

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON     )  
   ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name), \_\_\_\_\_ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



**EXHIBIT E**

**CITY OF AUBURN /  
AUBURN FLYERS CONDO II  
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

**THIS AMENDMENT** is made and entered into this 19<sup>th</sup> day of SEPTEMBER, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and **Auburn Flyers Condo II** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 23rd day of January, 2004.

**I. RECITALS:**

1. The City of Auburn, and NW Hangars, LLC. entered into a Lease Agreement dated January 23, 2004 (the “Original Lease Agreement”), recorded with the Auditor of King County, Washington, under Auditor’s File No. 20040202001780 on the 2nd day of February 2004.
2. Pursuant to Paragraph 12 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor’s File No. 20040202002409; and
3. Pursuant to Paragraph 12(b) of the Lease Agreement between Northwest Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo II (“AFC II”) for the assumption of all responsibilities under this Lease Agreement; and
4. Sections 5(a) and 5(d) provide for annual periodic rent adjustments including adjustments based upon “fair market rental value” (FMV) of the Premises,
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the “Lease Agreement”.
6. The 1<sup>st</sup> amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule;

**II. AMENDMENT:**

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 5(e) added as part of the 2<sup>nd</sup> amendment to the Lease Agreement is replaced with the following:**

- 5(e)** The 2025 FMV adjustment as defined in Section 5 of this Lease Agreement as amended will be implemented over two years in the following manner:

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*

Signed and dated on this 19<sup>th</sup> day of SEPTEMBER, 2024

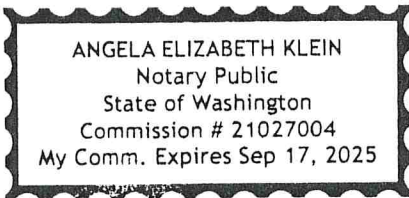
**Auburn Flyers Condo II**

[Signature] \_\_\_\_\_  
Name: Title: SEC/Treas

STATE OF WASHINGTON )  
 ) ss.  
County of KING )

The undersigned Notary Public hereby certifies: That on this 19<sup>th</sup> day of September, 2024, personally appeared before me DIXON SMITH (name), SECRETARY (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN FLYERS CONDO II

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



[Signature]  
Notary Public in and for the State of Washington,  
Residing at PELICE CO., WA  
My commission expires SEPT 17<sup>th</sup>, 2025

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON      )  
  ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name), \_\_\_\_\_ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT F**

**CITY OF AUBURN /  
AUBURN FLYERS CONDO III  
(THIRD AMENDMENT)**

COVER SHEET

**THIRD AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND NW HANGARS, LLC.**

**THIS AMENDMENT** is made and entered into this 20<sup>th</sup> day of SEPTEMBER 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and **Auburn Flyers Condo III** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 14<sup>TH</sup> day of September, 2005.

**I. RECITALS:**

1. The City of Auburn, and NW Hangars, LLC. entered into a Lease Agreement dated September 14, 2005 (the “Original Lease Agreement”), recorded with the Auditor of King County, Washington, under Auditor’s File No. 20060724001167 on the 24th day of July, 2006.
2. Pursuant to Paragraph 13 of the Lease Agreement between Lessee and the CITY, Northwest Hangars LLC had the right to create a Condominium Association which was created and recorded with the Auditor of King County, Washington, under Auditor’s File No. 20060724001166.
3. Pursuant to Paragraph 13(b) of the Lease Agreement between NW Hangars LLC and the CITY, the Lease was automatically assigned to the Auburn Flyers Condo III (“AFC III”) for the assumption of all responsibilities under this Lease Agreement.
4. Sections 6(a) and 6(d) provide for annual periodic rent adjustments including adjustments based upon “fair market rental value” (FMV) of the Premises, and
5. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the “Lease Agreement”.
6. The 1<sup>st</sup> amendment to the Lease Agreement, authorized through the ratification of Resolution 5457 amended the FMV adjustment schedule.

**II. AMENDMENT:**

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 6(e) added as part of the 2<sup>nd</sup> amendment to the Lease Agreement is replaced with the following:**

**6(e)** The 2025 FMV adjustment as defined in Section 6 of this Lease Agreement as amended will be implemented over two years in the following manner:

- (i) For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$1.10.
- (ii) For the 2026 calendar year term a rate of \$1.21 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$1.35 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*



Signed and dated on this 20<sup>th</sup> day of SEPTEMBER, 2024

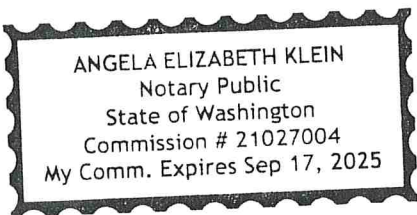
**Auburn Flyers Condo III**

Jay G Miner \_\_\_\_\_ Title: President  
Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of KING )

The undersigned Notary Public hereby certifies: That on this 20<sup>th</sup> day of SEPTEMBER, 2024, personally appeared before me JAY G. MINER (name), PRESIDENT (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of AUBURN FLYERS CONDO III

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



[Signature]  
Notary Public in and for the State of Washington,  
Residing at PIERCE CO., WA  
My commission expires SEPT. 17, 2025

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON     )  
  ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, personally appeared before me \_\_\_\_\_ (name),  
\_\_\_\_\_ (title), to me known to be the individual(s) described in  
and who executed the within instrument, and acknowledged that he/she signed and sealed the same  
as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on  
oath stated that he/she was duly authorized to execute said document on behalf of  
\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT G**

**CITY OF AUBURN /  
Cascade Helicopter Services  
(SEVENTH AMENDMENT)**

COVER SHEET

**SEVENTH AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF AUBURN AND SKY SERVICES, INC.**

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF AUBURN**, a municipal corporation of the State of Washington (the “CITY”), and Sparrow Tang, DBA **Cascade Helicopter Services** (the “Lessee”), as an amendment to the Lease Agreement between the parties for land located on the Auburn Municipal Airport (“Airport”) dated the 27th day of February 1978.

**I. RECITALS:**

1. The CITY and Sky Services entered into a lease agreement at the Auburn Municipal Airport dated February 27<sup>th</sup>, 1978 (the “Original Lease Agreement”), authorized through the ratification of Resolution 866.
2. Sky Services was succeeded by Auburn Flight Services who was further succeeded by Cascade Helicopter Services.
3. The Original Lease Agreement together with all previous amendments are collectively referred to herein as the “Lease Agreement”.
4. Paragraph 3 “Rental Rate and Rate Adjustment” of the Second Amendment provided for periodic rent adjustments of the Premises.
5. That portion of Sixth Amendment relating to rental rate and rate adjustments provided for periodic rent adjustments, replacing in its entirety Paragraph 3 “Rental Rate and Rate Adjustment” of the Second Amendment.
6. The Parties wish to integrate a new paragraph (Paragraph 6(e) to the Rental Rate and Rate Adjustment section set forth in the Sixth Amendment.

**II. AMENDMENT:**

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

**The following Paragraph 6(e) is hereby added to the Lease Agreement:**

- 6(e)** The 2025 FMV adjustment as defined in Section 6 of this Lease Agreement as amended will be implemented over three years in the following manner:
- (i)** For the 2025 calendar year term the FMV adjustment will be charged at a per square foot rate of \$0.715.

- (ii) For the 2026 calendar year term a rate of \$0.7865 per square foot will be charged in place of the scheduled CPI adjustment.
- (iii) For the 2027 calendar year term a rate of \$0.8775 per square foot will be charged in place of the scheduled CPI adjustment.

All other terms and conditions of this Lease Agreement as amended shall remain the same.

*[SIGNATURES ON THE FOLLOWING PAGES]*

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**Sparrow Tang DBA Cascade Helicopter Services**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name), \_\_\_\_\_ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Signed and dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Auburn**

\_\_\_\_\_  
Mayor: Nancy Backus

Approved as to form:

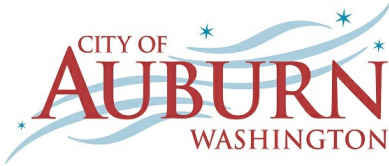
\_\_\_\_\_  
City Attorney: Jason Whalen

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

The undersigned Notary Public hereby certifies: That on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, personally appeared before me \_\_\_\_\_ (name),  
\_\_\_\_\_ (title), to me known to be the individual(s) described in  
and who executed the within instrument, and acknowledged that he/she signed and sealed the same  
as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on  
oath stated that he/she was duly authorized to execute said document on behalf of  
\_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5786 (Whalen) (5 Minutes)

**Department:**

City Attorney

**Attachments:**

[Resolution No. 5786](#)

[Exhibit A](#)

**Date:**

September 25, 2024

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

For discussion only.

**Background for Motion:****Background Summary:**

In January of 2023 SpanaFlight entered into a lease with the City for the East Room of the Airport Administration Building. The initial term of the SpanaFlight lease expired on 12/31/2024, however, SpanaFlight had the option to exercise a three-year extension (“option term”) by providing the City with timely notice. SpanaFlight provided no such notice and instead confirmed that they did not wish to exercise the option term. SpanaFlight further notified the City that should another tenant have interest in the East Room they would be willing and prefer to execute an early termination agreement.

In May of 2023 Rainier Flight Services entered into a month-to-month lease with the City for three small offices located in the Airport Administration Building. In the Summer of 2024, Rainier expressed to Airport Management their desire to not only increase the amount of office space they had, but also solidify a long-term, rather than a month-to-month lease. The possibility of the East Room becoming available was discussed along with terms that the Airport would find acceptable. The new, long-term lease with Rainier is reflective of those terms.

**Reviewed by Council Committees:**

**Councilmember:** Tracy Taylor

**Staff:**

Jason Whalen

**Meeting Date:** September 30, 2024

Item Number:



**RESOLUTION NO. 5786**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AIRPORT OFFICE SPACE LEASE EARLY TERMINATION WITH SPANAFLIGHT LLC AND EXECUTE A NEW AIRPORT OFFICE SPACE LEASE WITH RAINIER FLIGHT SERVICES, LLC

WHEREAS, both SpanaFlight, LLC (“SpanaFlight”) and Rainier Flight Services, LLC (“Rainier”) have office space leases located within the Airport Administration Building located on the Auburn Municipal Airport (“Airport”); and

WHEREAS, SpanaFlight elected not to exercise an extension option provided for in their lease, therefore triggering a lease expiration date of December 31, 2024; and

WHEREAS, Rainier office lease is on a month-to-month term; and

WHEREAS, Rainier desires to increase the amount of office space they lease and secure a longer-term; and

WHEREAS, SpanaFlight desires to terminate their lease ahead of the December 31, 2024 expiration date and Rainier desires to enter into a new long-term office space lease to include the SpanaFlight space and their existing space and is interested in doing so as soon as the SpanaFlight space can be made available.

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

**Section 1.** The Mayor is authorized to execute the early termination agreement with SpanaFlight attached as **Exhibit A** and execute a new lease with Rainier which shall be in substantial conformity with the lease attached as **Exhibit B**.

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

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

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

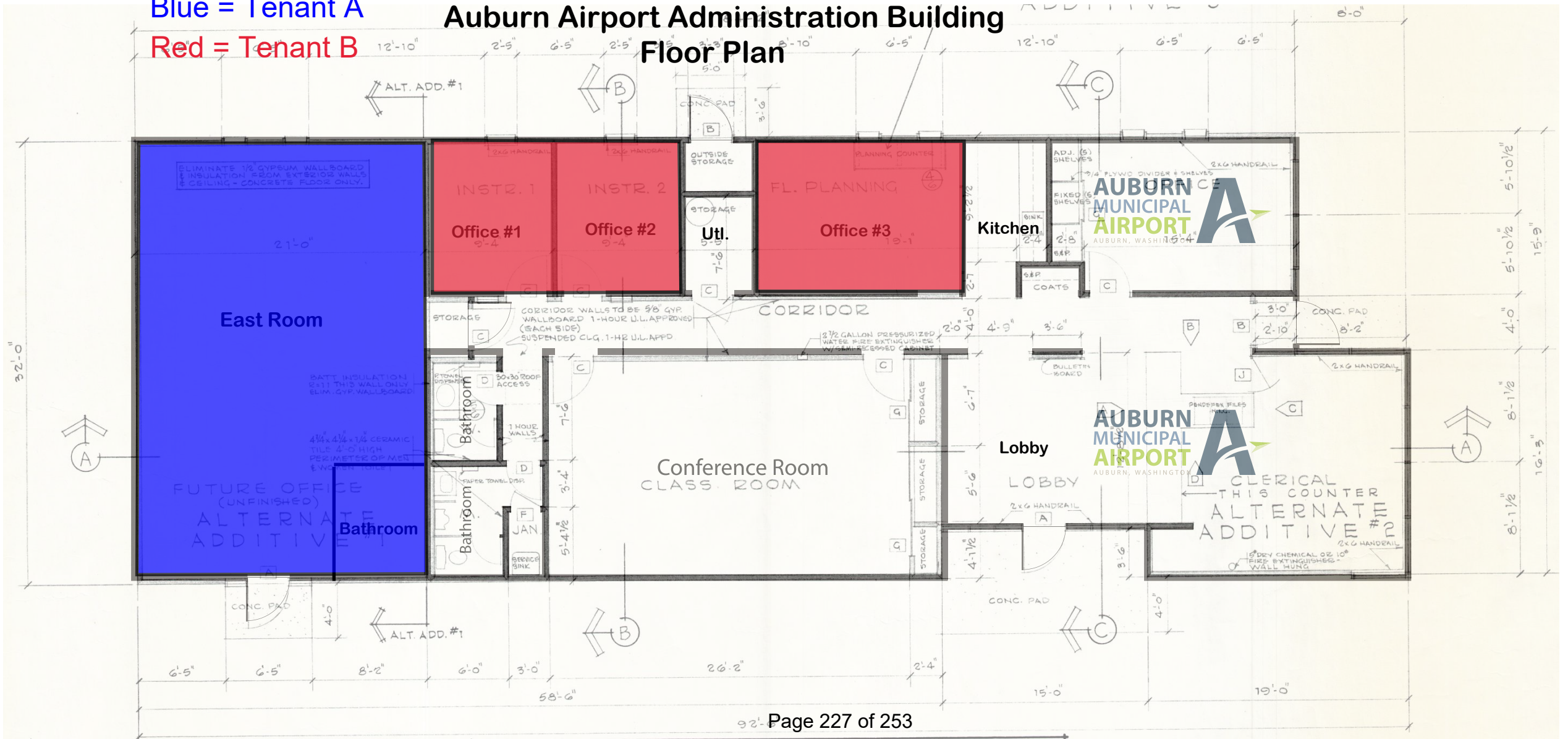
\_\_\_\_\_  
Jason Whalen, City Attorney

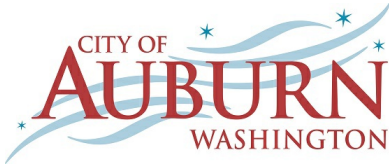
# Original Plans

Blue = Tenant A

Red = Tenant B

## Auburn Airport Administration Building Floor Plan





## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Council Rules of Procedure (Council) (60 Minutes)

**Date:**

September 25, 2024

**Department:**

Council

**Attachments:**

[Council Rules Of Procedure, All revisions shown in track changes](#)  
[Councilmember Suggested Edits](#)

**Budget Impact:**

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

**Administrative Recommendation:****Background for Motion:****Background Summary:**

The Council Rules of Procedure Ad Hoc Committee met several times. The Committee consists of Councilmembers Hanan Amer as the Chair, Tracy Taylor and Yolonda Trout-Manuel. All suggested changes are shown in track changes. The proposed edits were presented to the full Council on July 29, 2024, August 12, 2024, August 26, 2024 and September 23, 2024.

**Reviewed by Council Committees:**

**Councilmember:** Hanan Amer

**Staff:**

**Meeting Date:** September 30, 2024

Item Number:

# Council Rules of Procedure Sections 12-19 Track Changes

## SECTION 12 DEPUTY MAYOR

~~12.1~~—Annually or more often as deemed appropriate, the members of the City Council, by majority vote, shall designate one of their members as Deputy Mayor for a one-year time period, except as provided in Section 12.1, Paragraphs G and H. Elections will be held no later than the last Council meeting of the year for determining the Deputy Mayor for the subsequent year.

- A. Any member of the City Council who will have served on the Council for one year at the beginning for that Councilmember's terms as Deputy Mayor, may be nominated for the position of Deputy Mayor by having that Councilmember's name placed in nomination by a Councilmember. The nomination of a councilmember for the position of Deputy Mayor does not require a second, and a councilmember may nominate him or herself.
1. Nominations for the position of Deputy Mayor shall be made by members of the City Council on the dates of election for the Deputy Mayor position.
  2. In connection with the selection of Deputy Mayor, ~~it is strongly suggested that~~ Councilmembers are expected to approach the election in an open, transparent, and respectful manner, avoiding anything that jeopardizes harmony among Councilmembers.
- B. The Councilmember receiving a majority of the votes cast by the members of the City Council shall be elected Deputy Mayor. A Councilmember may vote for ~~themselves~~ him or herself.
- C. The names of all nominees for the position of Deputy Mayor shall be included in the vote.
- D. If no single Councilmember received a majority of the votes cast, a second vote/ballot between the two nominees who received the largest number of votes will be held.
- E. The Deputy Mayor shall serve at the pleasure of the Council.
- F. In the event of a prolonged ~~the~~ absence or unavailability of the Deputy Mayor, the Council shall vote on which Councilmember shall serve as the Interim Deputy Mayor. The Interim Deputy Mayor shall be the Councilmember who receives a majority vote. That Councilmember the senior member of the City Council, other than the Deputy Mayor, shall then serve as interim Deputy Mayor until the return of the regular Deputy Mayor, or until the subsequent Deputy Mayor is designated by majority vote. The

Interim Deputy Mayor shall have all the rights, duties, and authority of the Deputy Mayor under these rules

G. If the designated Deputy Mayor is unable to serve the full term of the position of Deputy Mayor, the Council shall elect the next Deputy Mayor in accordance with Section 12 to serve the remainder of the term. If the appointment is declined the process shall continue until a Deputy Mayor is designated.

H. In the event that the Councilmember selected as Deputy Mayor (or Interim Deputy Mayor) is unable to perform the duties of the position of Deputy Mayor, or fails to act in accordance with the City Council Rules of Procedure, the City Council may, by a majority vote of the full City Council, remove the Deputy Mayor (or Interim Deputy Mayor) from this position, in which case, the Council shall elect the next Deputy Mayor (or Interim Deputy Mayor) in accordance with Section 12 to serve the remainder of the term.

I. Routine elections will be held no later than the last Council meeting of the year for determining the Deputy Mayor for the subsequent year.

H.J. \_\_\_\_\_

[See RCW 35A.12.065.]

12-212.1 The Deputy Mayor or Interim Deputy Mayor, as the head of the legislative branch of the City, shall perform the following duties:

A. Intra-Council Relations:

1. Serve as the Chair of the Council Study Sessions in accordance with Rule 5.1.B;

~~2. Serve as an ex-officio member of all ad hoc committees of the City Council. If the Deputy Mayor's attendance at an ad hoc committee meeting brings the number of councilmembers attending to four, the meeting shall comply with the Open Public Meetings Act (RCW 42.30), unless expressly exempted;~~

~~3-2.~~ Assist in new councilmember training including conducting a review of the rules of procedure with one to two individual Councilmembers, and a staff liaison, if requested, provided the Mayor is notified of the request;

~~4-3.~~ Support cooperative and interactive relationships among eCouncil members;

- 5.4. Work with [Mayor and Administration](#) to prepare agendas for Council Study Sessions, in accordance with Rules 2.2 and 16.1.B;
5. Preside over the Study Sessions of the City Council, designate Special Focus Area [Chairs and Vice-Chairs](#), designate Special Focus Area assignments, and work with the chairs of the Special Focus Areas on the portions of Study Sessions over which the Special Focus Areas chairs preside [in order to reinforce appropriate Special Focus Area topics and to ensure the Councilmember understands how to preside over their portion of the meeting.](#)
6. [With support from the City Attorney and/or City Clerk, ensure that Councilmembers are aware of the requirements and limitations related to the Open Public Meetings Act \(OPMA\) and reinforce adherence to the OPMA and quorum triggers when Councilmembers are operating and communicating in their Ad-Hoc Committee and Special Focus Areas roles. The Deputy Mayor has a responsibility to report violations of the OPMA when they are made aware of a violation.](#)

B. Mayor-Council Relations:

1. Help maintain a positive and cooperative relationship between the Mayor and the City Council;
2. Act as conduit between the Mayor and the City Council on issues or concerns relating to their duties;
3. Preside over Regular Meetings of the City Council in the absence or unavailability of the Mayor;
4. In the event of a prolonged absence or incapacitation that exceeds two weeks (a state of disability that prohibits the function of duties) of the Mayor, the Deputy Mayor shall perform the duties of the Mayor.
  - (a) A prolonged absence that exceeds two weeks is defined as requiring a leave of absence that prohibits the performance of the duties of the office. Vacation leave for periods up to two weeks, illnesses requiring an absence of less than two weeks, out of state or out of country travel lasting not more than two weeks, or other similar short-term absences shall not be considered prolonged absences.
  - (b) In the event of a disaster, emergency, or other similar circumstance, where the Mayor is out-of-town and unable to



carry out the duties of the office of Mayor, the Deputy Mayor, in consultation with the Mayor, shall act as Mayor until the return and availability of the Mayor;

5. The Deputy Mayor shall also stand in on behalf of the Mayor in other situations as requested by the Mayor;
6. In the performance of the duties of the Mayor, the Deputy Mayor shall not have authority to appoint, remove, replace, discipline or take other similar action on any [Department Director](#) or employee of the City;
7. The Deputy Mayor shall not have veto authority for actions that may be taken by the City Council;
8. The Deputy Mayor shall be aware of City, regional, and intergovernmental policies and activities in order to properly execute the role of Mayor.

C. Intergovernmental and Community Relations:

1. Act in absence of Mayor as requested and/or as required;
2. Be aware of all City regional and intergovernmental policies and activities in order to be prepared to step into the role of Mayor if necessary;
3. Serve as the Chair of the City's Emergency Management Compensation Board.

D. Other Duties of the Deputy Mayor:

1. In cooperation with the Mayor and Special Focus Area [group's Chairpersons](#) and with assistance from Administration, create and establish agendas for all [Study Sessions](#);
2. Serve as liaison to the Junior City Council, ~~participating as a non-voting member of the Junior City Council,~~ encouraging, guiding, and counseling the members of the Junior City Council in connection with its duties and assignments;
3. Facilitate any issue related to the conduct and/or actions of [Councilmembers](#) that may be inappropriate or that may be in violation of the Council Rules of Procedure (Section 20.1);

4. Conduct voluntary regular and periodic meetings with individual Councilmembers and a staff liaison, if a staff liaison is requested by the Deputy Mayor or the individual Councilmember and provided the Mayor is notified of the request, to address Councilmember issues, concerns, legislative processes, Councilmember proposals, Councilmember training, and other similar related items;
5. Conduct group meetings with Councilmembers, including two on one meetings with Councilmembers on a rotating basis provided that such meetings shall not have more than two Councilmembers at such meetings. All such meetings at which a quorum of the City Council is in attendance shall be in compliance with the Open Public Meetings Act (RCW 42.30), unless expressly exempted.

### **SECTION 13 COUNCIL POSITION VACANCY OR ABSENCE**

- 13.1 If an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the remaining members of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next Regular Mmeeting, or at a Special Mmeeting called for that purpose. If the Council does not appoint a person within the ninety (90) day period, the County may appoint a qualified person to fill the vacancy as provided by RCW 42.12.070.
- 13.2 If there is an extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.
- 13.3 The City Clerk's Office shall prepare and submit a display advertisement to the City's official newspaper, with courtesy copies to all other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Auburn, and (b) have a one (1) year residency in the City of Auburn. This display advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, Councilmember powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate.

- 13.4 The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at City of Auburn offices and on the City's official website. Copies of the display advertisement will be provided to current members of the City of Auburn commissions, committees, boards, task forces and other City-sponsored community groups.
- 13.5 Applications received by the deadline date and time will have personally identifiable information removed, and each Councilmember may submit two interview questions with a designation as to their primary and secondary questions. If two of the questions submitted by differing Councilmembers are similar one of Councilmember's second question will be used.
- 13.6 In the event the City receives more than 10 completed applications, each City Councilmember will submit to the City Clerk an unranked list of the candidates the Councilmember wishes to move forward in the process. Each Councilmember's list should contain no more than 15 anonymized candidates. The City Clerk shall aggregate all Councilmembers lists into one unranked master list of the 10-15 candidates most commonly selected among the individual lists provided. The list shall be arranged in the anonymized order and shall only include the anonymized designation of the candidates. This aggregated list shall be provided to the Council during the executive session prior to the interview meeting.
- 13.7 Immediately following the executive session, Council shall meet in public session to select which candidates to invite to participate in an interview at a future City Council meeting. The decision as to which applicants to interview will be based on the information contained in the application forms and Council's evaluation of the qualifications of the candidates. The decision as to which candidates will be interviewed will be at the sole discretion of the City Council.
- 13.8 At the opening of the meeting at which interviews take place, the Mayor shall provide an overview of the format and ground rules for the meeting. The applicant's order of appearance shall be determined at this time by a random lot drawing performed by the City Clerk.
- 13.9 In order to ensure each candidate has a fair and equal opportunity to speak with Council, all candidates will be asked to remain sequestered at City Hall, which includes not using electronic devices, for the duration of all candidate interviews. Candidates will be ushered to and from the City Council Chambers by a member of City staff in order to participate in their interview at the pre-determined time. Candidates will be released from sequestration upon conclusion of the final interview and may observe the remainder of the public portion of the Council meeting.

- 13.10 Each candidate interview shall be no more than 30 minutes in length. The Council may reduce the 30-minute interview time if the number of applicants exceeds six candidates. Each interview shall follow the following format. (1) The applicant shall present their credentials to the City Council (up to 10 minutes). (2) The City Council shall ask the predetermined set of questions, one question per Councilmember, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question (up to 14 minutes). (3) An informal question-and-answer period during which Councilmembers may ask and receive answers to miscellaneous or follow-up questions (remainder of time).
- 13.11 Upon completion of the interviews, the Council may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by Council must be in open public sessions. The Council may not determine who to select or reach a consensus on a preferred candidate in Executive Session.
- 13.12 The Mayor asks for nominations from Councilmembers for the purpose of creating a group of candidates to be considered. No second is needed.
- 13.13 Nominations are closed by a motion, second, and majority vote of Council.
- 13.14 Councilmembers may deliberate on matters such as criteria for selection and the nominated group of candidates.
- 13.15 The Mayor polls the Councilmembers to ascertain if they are prepared to vote. Voting must take place in a manner in which the public is notified as to the vote of each existing Councilmember for which candidate. If there is more than one candidate, a vote must be taken for each candidate to record each Councilmember's vote.
- 13.16 The City Clerk records the votes in the meeting minutes.
- 13.17 The selection of a candidate to fill the vacancy is made by a majority vote of the remaining six members of the Council.
- 13.18 If a majority vote is not received for a candidate, the Council may postpone elections until another date.
- 13.19 The Mayor declares the nominee receiving the majority vote as the new Councilmember to be sworn in immediately after the effective date of the resignation.
- 13.20 The term of the candidate selected to fill the vacancy will be in effect until a person is elected at the next regular election for municipal officers. If successful at the election, the interim term would then end, and the appointed Councilmember will

either complete the 4-year term of the vacated position or begin a new 4-year term, depending on the position number of the vacated position.

13.21 If the Council does not appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the County Council will appoint a person to fill the vacancy (RCW 42.12.070).

## SECTION 16 COUNCIL STUDY SESSIONS, COMMITTEES AND CITIZEN ADVISORY BOARDS

16.1 **Study Sessions and Special Focus Areas.** In addition to the regularly scheduled City Council meetings (Regular Council Meetings) scheduled on the first and third Mondays of the month, Different than the format for Regular Council Meetings (identified in Section 3 hereof), ~~City Council shall regularly schedule Council Study Sessions on the second, fourth and fifth Mondays of the month for review of matters that would come back before the City Council at Regular Council Meetings. Different than the format for Regular Council Meetings (identified in Section 3 hereof),~~ Study Sessions shall be less formal than Regular Council Meetings and shall give the City Council the opportunity to discuss and debate issues coming before it for action at Regular Council meetings. The format for these meetings shall be as follows:

A. General Business Focus and Special Focus Areas.

Study Sessions shall consist of (1) a Special Focus Area~~General Business Focus~~ and (2) a Special Focus Area~~General Business Focus~~ in each meeting. The General Business Focus shall be scheduled ~~first~~second, and shall include agenda items that relate to issues of general City concern, items that will be coming before the City Council at upcoming meetings, and presentations and reports to the City Council.

The Special Focus Area groups shall, on a rotating basis described below, commence their portion of the Study Session following the conclusion of the Study Session General Business Focus. The Special Focus Area groups shall review matters of Council concern related to their areas of oversight responsibility. The Special Focus Area groups shall consist of the following: (1) Public Works & Community Development; (2) Municipal Services; (3) Community Wellness; and (4) Finance, ~~Technology & Economic Development~~& Internal Services. These Special Focus Area groups shall be tasked with oversight of Council considerations as follows:

1. Community Wellness
  - Health, Equity, ~~and~~& Wellness

- Neighborhood Services
  - Homelessness Prevention
  - Social Services
  - Diversity, Equity, & Inclusion
  - Cultural Arts & Community Events
  - Housing Policy
2. Finance ~~and~~ & Internal Services
    - Facilities
    - Technology
    - Property management
    - Risk management & Insurance
    - Fiscal Sustainability
  3. Public Works & Community Development
    - Utilities
    - Transportation
    - Environmental Policy
    - Land Use & Development
    - Right of Way Management
    - Airport
    - Park Development
    - Economic Development
  4. Municipal Services
    - Public Safety
    - Courts
    - Recreation, Museum ~~and~~ & Senior Services
    - Animal Control
    - Emergency Planning
    - Cemetery
    - Communications

~~Aside from the above Special Focus Area topics, there shall be a Finance ad hoc Committee to review vouchers and payroll.~~

B. Scheduling of Special Focus Area.

1. The Special Focus Areas shall conduct their portion of the Study Sessions on ~~2<sup>nd</sup>-second~~ and ~~4<sup>th</sup>-fourth~~ Mondays of the month on a rotating basis such as follows: Public Works & Community Development, then Municipal Services, then Community Wellness, then Finance & ~~Economic Development~~ Internal Services, then Public Works & Community Development, then Municipal Services, and so on.
2. On ~~5<sup>th</sup>-fifth~~ Mondays of the ~~m~~Month, Study Sessions will not typically include any of the above Special Focus Areas, but may include special topics and issues of general concern to the City Council, including Council operating arrangements and Council Rules of

Procedure. It is provided, however, that in order for the City Council to address the matters coming before the City Council, the Mayor and Deputy Mayor may, as they deem appropriate, insert into any Study Session any matters calling for City Council consideration and discussion, regardless of Special Focus Areas; ~~provided that to the extent feasible~~ Such matters will be scheduled to allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Council members in advance of the Study Session.

3. Topics for Special Focus Area consideration (for inclusion in the Special Focus Area portion of the Study Session agenda) shall be determined by the Chair of each Special Focus Area along with the Mayor, ~~and the Deputy Mayor~~, the Vice-Chair, and the designated ~~Departments~~ Director(s) for the Special Focus Area; ~~with t~~he matters ~~to will~~ be scheduled to ~~the extent feasible to~~ allow sufficient time for preparation of relevant background analysis and information concerning said items and provision to all Council members in advance of the Study Session. The ~~D~~epartment Director(s) shall review agenda topics and suggestions by other Councilmembers of such topics. The Deputy Mayor may review agenda items and topics with each Special Focus Area Chairperson individually when convenient.

#### C. Meeting Times

Study Sessions shall be scheduled as set forth in Section 2.2, above.

1. Three to four hours maximum timeframe (goal).
2. Agenda items should relate to future policy-making, strategic planning, or key state or federal issues affecting current or future city operations.
3. Agenda items should be substantive only (e.g., traffic impact fee increase proposals, comprehensive plan updates, rather than day-to-day operational issues. Non-substantive items (e.g., accepting a grant, authorizing contract bidding, etc.) should go directly to the Regular City Council Mmeeting.

#### D. Study Session Meeting Format.<sup>1</sup>

1. Call to Order.
2. Roll Call.

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<sup>1</sup> It is the intention of the City Council that Study Sessions shall be televised on the City's public access channel if reasonably possible.

3. Announcements, Reports, and Presentations.
4. Agenda Items for Council Discussion.
5. Ordinances.
6. Special Focus Area (the Chair of the Special Focus Area scheduled for the Study Session shall preside over this portion of the Study Session). The Vice Chair shall preside over this portion of the Study Session in the Chair's absence.
7. Adjournment.

E. Council discussion at Study Sessions of each agenda item shall be managed by the Presiding Officer through recognition of each Councilmember in turn. After presentation of an agenda item, the Presiding Officer will ask each Councilmember whether the member would like to make a statement or ask a question regarding the agenda item. The Presiding Officer will start with the Councilmember at the Presiding Officer's right and address each Councilmember in order of seating, as determined by the Presiding Officer. After all Councilmembers have been addressed, the Presiding Officer will again ask for a statement by each Councilmember in the same order. Invitation by the Presiding Officer to each Councilmember to make a statement or ask a question shall be repeated two additional times. There shall be a limit of one question per Councilmember for each round (for three total rounds). Further questions by any Councilmember should be sent via email to the appropriate Department Director after the meeting, provided the Mayor is included in that email. Questions posed at Study Session or via follow up email shall be limited to the matter presented at Study Session.

16.2 **Ad Hoc Committees.** The Mayor, the Deputy Mayor, or a majority of the City Council may establish Ad Hoc Committees as may be appropriate to consider special matters that require special approach or emphasis.

- A. Ad Hoc Committees may be established and matters referred to them at Study Sessions, without the requirement that such establishment or referral take place at a regular City Council Meeting.
- B. The Mayor and the Deputy Mayor shall each appoint a Councilmember to each Council Ad Hoc Committee. The Deputy Mayor may appoint themselves. The third Councilmember to be appointed to the Ad Hoc Committee shall be selected by majority vote of the Council. The Deputy Mayor shall appoint Councilmembers to Council ad hoc committees, provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor is disabled or precluded from acting in that capacity.



- C. Ad Hoc Committees shall consider all matters referred to them and take action by majority consensus only when all Ad Hoc Councilmembers are present. The Chair of such Ad Hoc Committee shall report to the Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation. The Mayor shall appoint Council representatives to intergovernmental councils, boards and committees.
- D. Unless otherwise expressly provided for when forming an Ad Hoc Committee, it is the intention of the Council that Ad Hoc Committees function informally and not in any way that takes action in lieu of or on behalf of the full Council. The purpose and function of such Ad Hoc Committees shall be to review matters in advance of their consideration by the full Council, and perhaps record and make recommendations to the full Council. They are not “committees of a governing body” subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad Hoc Committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee. Councilmember appointments to intergovernmental councils, boards and committees, including ad hoc committees, shall be periodically reviewed. All councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a councilmember’s expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad hoc committee appointment by the Mayor or Deputy Mayor shall be at their discretion.
- E. Councilmembers on Ad Hoc Committees may request a staff liaison, and City Attorney or City Attorney’s designee, be present to assist the Councilmembers with institutional knowledge on the subject matter to be discussed, provided the Mayor is notified of the request.
  - a. ~~Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.~~

**16.3 Intergovernmental Councils, Boards and Committees.** The Mayor shall appoint Council representatives to intergovernmental councils, boards, and committees.

- A. Councilmember appointments to intergovernmental councils, boards and committees, including Ad Hoc Committees, shall be periodically reviewed. All Councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a Councilmember’s expertise, background, knowledge,

working experience and/or education in that council, board, or committee. Ad Hoc Committee appointment by the Mayor or Deputy Mayor shall be at their discretion.

B. Councilmembers will prioritize appointments to Intragovernmental Councils, Boards, and Committees by seeking and filling positions that provide value to the City and its constituents. Providing value occurs in the following order of priority: (1) bringing money to the City, (2) bringing projects and/or investments into the City, (3) influencing policy or investment outcomes in the City, and (4) protecting City interests. These community-wide benefits are a priority over the personal interests of an individual Councilmember.

C. Advisory Boards, Committees, and Commissions established by ordinance, consisting of residents appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the Council.

~~b. Advisory Boards, Committees and Commissions established by ordinance, consisting of citizens appointed pursuant to the establishing Ordinance and serving in the capacity and for the purposes indicated in the Ordinance, shall act as an advisory committee to the City Council.~~

~~c. Committee Chairpersons shall have broad discretion in conducting their meetings. They will generally follow Roberts Rules of Order, Newly Revised.~~

~~d. Unless otherwise expressly provided for when forming an ad hoc committee, it is the intention of the City Council that ad hoc committees function informally and not in any way that takes action in lieu of or on behalf of the full City Council. The purpose and function of such ad hoc committees shall be to review matters in advance of their consideration by the full City Council, and perhaps record and make recommendations to the full City Council. They are not "committees of a governing body" subject to the requirements of the Open Public Meetings Act (Chapter 42.30. RCW). Ad hoc committees shall not receive public testimony or allow audience participation in connection with or related to the agenda item being discussed by the Committee.~~

~~e. Committee Chairpersons shall approve all agenda items and may, at their discretion, remove or add agenda items during the course of the meeting.~~

## **SECTION 17 COUNCIL REPRESENTATION AND INTERNAL COMMUNICATION**

17.1 If a Councilmember meets with, attends a meeting, or otherwise appears before individuals, another governmental agency, a community organization, or a private entity or organization, including individuals, agencies, or organizations with whom

or with which the City has a business relationship, and makes statements directly or through the media, commenting on an issue that does or could affect the City, the Councilmember shall state the majority position of the Council, if known, on that issue. Personal opinions and comments which differ from those of the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position, and the statements are those of the Councilmember as an individual. Additionally, before a Councilmember discusses anything that does or could relate to City liability, the Councilmember should talk to the City Attorney or the City's Risk Manager, so that the Councilmember would have a better understanding of what may be said or how the discussion should go to control or minimize the City's liability risk and exposure.

17.2 Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency, or community organization.

17.3 Councilmembers shall not knowingly communicate with an opposing party or with an opposing attorney in connection with any pending or threatened litigation in which the City is a party or in connection with any disputed claim involving the City without the prior approval of the City Attorney, unless the Councilmember is individually a party to the litigation or is involved in the disputed claim separate from the Councilmember's role as a City official.

17.4 Communication among Councilmembers shall conform to the following parameters:

A. Except in connection with Councilmembers meeting, informally, in committees not subject to the Open Public Meetings Act, to assure that communication on agenda items occurs to the greatest extent possible at the public meetings, and to avoid even the perception that email is being used in a way that could constitute a public meeting, successive communications on Council topics that involve a quorum of the Councilmembers shall not occur. e.g., successive communications on City Council topics that involve a quorum of the Councilmembers. Councilmembers ~~should~~ shall refrain from emailing Councilmembers about such agenda items. Councilmembers should be prepared to communicate about matters that are on upcoming Council agendas at the public meetings. If Councilmembers wish to share information with other Councilmembers about matters that are on upcoming agendas, the Councilmembers should forward that information to the Mayor for distribution in the Council meeting packets.

B. Councilmembers may communicate via email to other Councilmembers, including to a quorum of the full City Council about matters within the scope of the City Council's authority or related to City business, but not yet scheduled on upcoming Council agendas, to indicate a desire that certain items be included on upcoming meeting agendas; provided that

Councilmembers shall never ask for responses from the other Councilmembers in that communication.

- C. Email communication among Councilmembers relating to City operations should also include the Mayor as a recipient/addressee.
- D. Councilmembers may email the Mayor about City business without limitations or restrictions.
- E. The Deputy Mayor from time to time may need to communicate with all Councilmembers on various items such as the annual review of the Rules of Procedure. All such correspondence, usually in the form of email, shall be provided to Council as a whole through the Council Assistant. Any responses from Council shall also be directed to the Council Assistant who shall then provide all Councilmembers with email correspondence regarding questions, comments, suggestions, recommendations, or any similar item.
- F. City Council email correspondence and all electronic communications shall utilize the designated city email account or city device with no exceptions and within the parameters of the Open Public Meetings Act and the Public Records Act.

17.5 Councilmembers shall not communicate with staff regarding their own personal business during times set out to discuss City of Auburn business. Councilmembers shall not discuss personal business with staff immediately before or after Council meetings in Council Chambers.

~~17.5 Internet & Electronic Resources/Equipment and Facility Use.~~

- ~~A. Policy. It is the policy of the City Council that Internet and electronic resources equipment use shall conform to and be consistent with the requirements of City of Auburn Administrative Policy and Procedure 500-03, "Internet & Electronic Resources/Equipment Use – Elected Officials."~~

~~All letters, memoranda, and interactive computer communication involving City Councilmembers and members of advisory boards and commissions, the subject of which relates to the conduct of government or the performance of any governmental function, are public records.~~

- ~~B. Communications. Each Councilmember is responsible for checking their communication device multiple times on a daily basis and respond to requests by City staff as soon as possible.~~
- ~~C. Electronic Communications.~~

- ~~1. For emergency notifications of absences, and not planned absences, Councilmembers shall send an email to CouncilAlerts@auburnwa.gov to ensure the auto-distribution of communications to necessary people.~~
- ~~2. Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Those records are subject to public inspection and copying.~~
- ~~3. Electronic communications that are intended to be shared among a quorum of the City Council or of an ad hoc Council Committee, whether concurrently or serially, must be considered in light of the Open Public Meetings Act, if applicable. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion shall not occur. Further, the use of electronic communication to form a collective decision of the Council shall not occur.~~
- ~~4. Electronic communication should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other confidential City business. In general, electronic communication is discoverable in litigation, and even deleted electronic communication is not necessarily removed from the system. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.~~
- ~~5. Electronic communication between Councilmembers and between Councilmembers and staff shall not be transmitted to the public or news media without the filing of a public disclosure request with the City Clerk.~~
- ~~6. Even if a Councilmember uses their personal electronic devices all electronic communications and documents related to City business will be subject to discovery demands and public disclosure requests.~~

~~D. Use of City Equipment and Facilities.~~

- ~~1. City Councilmembers are provided various tools to assist them in handling the business of the City in the role as members of the City Council. These tools include, but are not limited to: (1) an individual office assigned to each Councilmember in which there is (a) office furniture; (b) a computer accommodating access to the City's computer network and (c) a telephone tied to the City's telephone system; (2) and I-Pad or comparable equipment also tied to the City's computer system that can be used remotely (not just in the~~

~~Councilmember's office); (3), an I-Phone or comparable equipment accommodating mobile communication needs for (a) telephone calls, (b) emails, and (c) texting; (4) a City badge accommodating physical access to City Hall facilities and Council Offices; and (5) Council mailboxes.~~

~~In order to assure transmittal of information necessary to conduct business of the City and to avoid Public Records Act liability for the City and Councilmembers for improper or private equipment use, Councilmembers shall use the tools identified above to assist them in being able to receive and work with information related to duties as councilmembers.~~

## 17.6 Council Relations with City Boards and Commissions.

- A. **Council Liaisons.** In addition to where a ~~City~~ Councilmember is appointed by the ~~City~~ Council or the Mayor to serve as a member of a board, commission, committee, task force, or any other advisory body, the City Council may, on limited occasions or under unusual circumstances, appoint a Councilmember to serve as a non-member Liaison to a board, commission, committee, task force, or any other advisory body. Anytime a Councilmember is appointed as such a Liaison, the position or role of Liaison is subordinate to that of Councilmember, and the Councilmember's responsibility is first and foremost to the City and to the ~~City~~ Council. The role and responsibility of the Councilmember-Liaison is to keep the City Council apprised of the activities, positions, and actions of the entity or organization to which the Councilmember has been appointed Liaison, and not to communicate to the board, commission, committee, task force, or other advisory body a statement as the position of the City Council, except as authorized or directed by the ~~City~~ Council. Insofar as a ~~Councilmember-Council~~ Liaison position does not give all ~~C~~councilmembers equal access to the activities, functions, and information of or about a board, commission, committee, task force or any other advisory body, appointments to Council Liaison positions should be reserved to those instances where a Report to the Council by the board, commission, committee, task force, or any other advisory body would not be convenient or practical.
- B. **Reports to the Council.** Each board, commission, committee, task force, or any other advisory body of the City shall be requested to present a report to the City Council at a Regular Meeting or a Study Session of the City Council, as scheduled by the Mayor or Deputy Mayor. Such reports shall be scheduled for a Regular Council Meeting or a Council Study Session, and shall be delivered by the ~~C~~chair of the board, commission, committee, task force, or any other advisory body or designee. The reports shall inform the City Council of the activities, functions and information with which the board, commission, committee, task force, or any other advisory body has been involved since the previous report, and shall include the opportunity for questions by Councilmembers.

- 17.7 Whenever a member of the City Council attends any meeting of any other entity or organization, he or she should endeavor to be prudent in what he or she says or does at such meeting. Further, the Councilmember should avoid attending such meeting if that attendance would impose an interference with the meeting or the operations of the other entity or organization, or of the operations of the City.

## SECTION 18 TRAVEL AUTHORIZATION

- 18.1 **Value of Council Travel.** The Auburn City Council recognizes the need of its members to attend conferences, trainings, and meetings to broaden their knowledge of and familiarity with a diverse collection of City-related issues, including, but not limited to, Public Works, Communications, Transportation, Economic Development, Public Safety, and Energy. These conferences also provide valuable opportunities to network with other elected Ceity ~~elected~~ officials. Comparing Auburn's specific issues with those of other cities often provides the City Council with established policies already in place in other cities that can be adapted to meet the specific needs of the City of Auburn, as well as expediently and efficiently acquainting Auburn City Councilmembers with ideas of how to address Auburn issues and solve Auburn problems.
- 18.2 **Annual Budget Amounts for Council Travel.** To accommodate Council travel, the Auburn City Council shall allocate an identified amount of money each year in the City budget process to each Councilmember for City-related travel costs, including transportation, lodging, meals, and registration costs.
- 18.3 **Adjustment of Council Travel Allocations.** If a Cecouncilmember needs more than the amount of travel related funds allocated for their use, the Cecouncilmember shall (1) see if there are unused funds available from any other Cecouncilmember(s) who are willing to transfer funds from their account to the Cecouncilmember needing additional travel funds. If so, with the consent of the Deputy Mayor and the other transferring Cecouncilmember(s), funds will be transferred to the requesting Cecouncilmember's allotment; or (2) shall request a net adjustment to the budget adding additional funds to their allotment, which adjustment shall be approved by a majority of the whole City Council.
- 18.4 **Receipts and Travel Documentation.** Each City Councilmember shall be responsible for providing to the Mayor or Finance Director, within ten (10) business days of returning from City travel, any and all City travel related receipts and documentation, and a written report regarding the authorized travel the Councilmember attended. All documentation shall also be sent via email to the CouncilAlerts@auburnwa.gov email address. Quarterly reports of the travel costs incurred by each eCcouncilmember shall be provided by the Finance Department.

**SECTION 19**  
**CONFIDENTIALITY**

- 19.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive or Closed Sessions and as provided in RCW 42.23.070, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.



# Councilmembers Suggested Edits Section 12 - 19

## Section 12

12.1 (A) Deputy (should have to be on council for at least a year to be considered for the Deputy Mayors position)

Suggested to not change: This one should be left the way it was. They should serve at least one year because a brand new councilmember does not know everything yet to serve as Deputy Mayor. The Deputy Mayor elect should also have both Municipal Certificates from AWC to better understand their job.

Section 12.2. 2. Keep as is in current rules

## Section 13

13.8 Submit at least two questions instead of one just in case one of your questions is similar to another question from another councilperson

## Section 16

Suggested added Language: Council members are encouraged to send questions to directors ahead of the meeting so the Director can answer them during their presentation.

16.2 (B) We should leave it the way it was originally written that The Deputy Mayor shall appoint Councilmembers to Council ad hoc committees, provided that the Mayor shall appoint members to Council ad hoc committees if the Deputy Mayor is disabled or precluded from acting in that capacity.

16.2 (E) We should leave this language in there

Ad hoc council committees shall consider all matters referred to them. The chair of such ad hoc committee shall report to the City Council the findings of the committee. Committees may refer items to the Council with a committee recommendation or with no committee recommendation.

Suggest to leave language as is currently: This one should be left as it was written. You have to put trust in your Deputy Mayor to choose the right people for an Ad Hoc committee. The Mayor should only be involved if the Deputy Mayor is disabled.

16.3 (A) Recommending edits to this section because it says Mayor or Deputy Mayor can assign to Ad Hoc Committees. Should consider removing Mayor selecting or appointing Ad hoc committee members

All Councilmembers shall have the opportunity to serve on such councils, boards, and/or committees as assigned by the Mayor and on a rotating basis at the discretion of the Mayor. Councilmember appointments to intergovernmental councils, boards, and committees by the Mayor shall be done with consideration of a Councilmember's expertise, background, knowledge, working experience and/or education in that council, board, or committee. Ad Hoc Committee appointment by the Mayor or Deputy Mayor shall be at their discretion.

## Section 17

17.5 Councilmembers shall not communicate with staff regarding their own personal business during times set out to discuss City of Auburn business. Councilmembers shall not discuss personal business with staff immediately before or after Council meetings in Council Chambers.

17.5 Suggested to remove -This should be taken out. this puts division with staff and council and if it is before a council meeting and after a council meeting that is not during a council meeting

## Section 18

18.4 – Clarify the kind of reports needed to be submitted

## Section 19

Add a new Section: **“Community Commitments”**

- a. Add a Section to incorporate the short version of the REDI Coalition Vision Statement and to provide a sample set of questions to guide existing and future council members on the types of questions appropriate for supporting the REDI initiative.

- b. Add:

Section 19.1 **REDI Commitment** The Auburn City Council acknowledges our role as city leaders to champion a community that fosters a Racially Equitable, Diverse, and Inclusive (REDI) culture.

With this duty, we...

- Invest in trust- and solidarity-building
- Unite for co-liberation
- Emphasize intersectionality, starting with race
- Acknowledge what we don't know and take action to learn anew
- Have courage in the face of resistance
- Equitably use staff and community input to repair past harm and direct future REDI work
- Hold ourselves responsible for and accountable to investing in and modeling a REDI culture.

Section 19.2 **Equity Lens Framework** Members of the Council serve as elected representatives tasked with the responsibility to ensure that the long-term goals of the city meet the changing needs of the community. This is sample set of questions that Council may choose to ask at meetings to ensure legislative actions are considerate of potential future impacts within the city.

- *Who (what groups) does this resolution/ordinance impact?*
- *Are all groups affected in the same way?*
- *Who has been included in the decision-making process?*
- *Have any groups been left out?*
- *Have we allowed enough time for input?*
- *Can we identify any potential benefit and/or harm from this decision in the near term or in the extended future (10-20+ years)?*
  - *What actions could mitigate potential harm or potential risks?*
- *Are there any historically relevant factors affecting this issue or decision today?*
- *Are there any comparable programs in our city or in other cities that we can learn from?*

## 2) Addition of an Appendix

- a. The Appendix should include reference materials to support Council members in performing their legislative duties. These materials should be presented as simple "How-To" documents produced by the City Clerk and Legal Department and approved by Council during annual review of Rules and Procedures.
- b. The Appendix should: 1) make it easier for Council to engage through defined process flows, 2) provide better clarity and guidance for Council to perform their duties, and 3) reduce lag for new Councilmembers
- c. Add Appendix for:

- i. How to request a proclamation
- ii. How to add an agenda item to Study Session
- iii. How to add an agenda item to Council Meetings
- iv. How to request a facility tours (internal/external)
- v. How to form an Ad Hoc committee
- vi. How to disband or retire an Ad Hoc committee
- vii. Developing new resolutions
  1. Include template(s)
  2. Include flowchart
- viii. Developing new ordinance with no budget impact
  1. Include template(s)
  2. Include flowchart
- ix. Developing new ordinance with budget impact
  1. Include template(s)
  2. Include flowchart
- x. Submitting materials for council packets
  1. Include template(s)
  2. Modify the “Agenda Bill” template format to include a section for “Impacted Groups”

[REFERENCE]

- See Puyallup, Section 12, Page 10; SEE Tacoma, Section 8, Page 16; SEE Port Townsend, Section 3.14 (includes visual flowchart) (city-manager)
- Various/multiple council-mayor cities include different levels of detail on how to do different legislative activities. Ref. MRSC for code city, mayor – council cities.
- See Issaquah, Section 4.14, Page 32-33 “New Business Request” (code city, mayor-council)
- See Issaquah, Section 7.01, Page 47-48, “Council Ad Hoc Committees.”
- See Edmonds, Section 3, Page 3, “Agenda Preparation” (code city, mayor-council)
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## Section 13.2 Through 24

Look at that why was it necessary to add all of that.