

**City Council
Regular Meeting
December 15, 2025 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, December 15, 2025, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/86480244695>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. 2025 Heritage Tree
Mayor Backus to proclaim the Dogwood Tree located at the corner of East Main St. and M St. SE as the City of Auburn's "2025 Heritage Tree"

APPOINTMENTS

- A. Auburn Airport Board
City Council to approve the appointment of Lee Potter to Auburn Airport Board for a three-year term expiring December 31, 2028

(RECOMMENDED ACTION: Move to approve the appointment of Lee Potter to the Auburn Airport Board, for a three-year term to expire December 31, 2028.)

- B. Human Services Committee
City Council to approve the reappointment of Carmen Goers and David Wright to the Human Services Committee for a three-year term expiring December 31, 2028

(RECOMMENDED ACTION: Move to approve the reappointment of Carmen Goers and David Wright to the Human Services Committee for a three-year term to expire December 31, 2028.)

AGENDA MODIFICATIONS

PUBLIC HEARINGS

- A. Ordinance No. 7006 (Krum)
City Council to hold a Public Hearing to consider an Ordinance relating to planning and designating a Planned Action for the 2024 Auburn Downtown Subarea pursuant to the State Environmental Policy Act

PUBLIC COMMENT

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

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

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

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

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

Email written comments to: publiccomment@auburnwa.gov

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

CORRESPONDENCE

CONSENT AGENDA

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

- A. Minutes from the November 24 and December 8, 2025, Study Session Meetings

- B. Minutes from the December 1, 2025, City Council Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated December 3, 2025, which includes voucher numbers 482034 through voucher 482065, and voucher numbers 482067 through voucher 482168, in the amount of \$5,429,241.27, ten electronic fund transfers in the amount of \$17,026.13, and two wire transfers in the amount of \$901,005.39
- D. Claims Vouchers (Thomas)
Claims voucher list dated December 3, 2025, which includes voucher number 482066, in the amount of \$2,326.55
- E. Payroll Voucher (Thomas)
Payroll check numbers 539760 through 539766 in the amount of \$84,381.76, electronic deposit transmissions in the amount of \$3,014,635.16, a special payroll for our Sergeant and Non-Commissioned Police Contract retro with an electronic deposit transmission in the amount of \$490,587.91, and a special payroll for Commander Blake for his Sergeant Contract retro with an electronic deposit transmission in the amount of \$20,148.47, for a grand total of \$3,609,753.30 for the period covering November 27, 2025, to December 10, 2025

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 6993 (Thomas)
An Ordinance amending Sections 3.53 of the Auburn City Code (ACC) relating to the imposition and administration of the City Business & Occupation (B&O) Tax

(RECOMMENDED ACTION: Move to approve Ordinance No. 6993.)

- B. Ordinance No. 6997 (Krum)
An Ordinance relating to Planning and amending the City of Auburn Comprehensive Plan by adopting a new subarea plan entitled the 2024 Auburn Downtown Subarea Plan pursuant to the provisions of RCW Chapters 36.70A and 35A.63 of the laws of the State of Washington; designating this Plan as guidance for exercising the City's authority under the Washington State Environmental Policy Act (SEPA)

(RECOMMENDED ACTION: Move to approve Ordinance No. 6997.)

- C. Ordinance No. 6998 (Krum)
An Ordinance relating to Planning, amending Sections 18.02.067, 18.07.010, 18.07.020, 18.23.030, 18.52.020, and creating new Sections 18.04.239 and 18.31.161 within Title 18 "Zoning" of the Auburn City Code, allowing Co-Living Housing in the Downtown Urban Center (DUC), R-3, R-4, R-NM, C-2, C-AG, and M-1 zones

(RECOMMENDED ACTION: Move to approve Ordinance No. 6998.)

- D. Ordinance No. 7006 (Krum)
An Ordinance relating to planning and designating a Planned Action for the 2024 Auburn Downtown Subarea pursuant to the State Environmental Policy Act

(RECOMMENDED ACTION: Move to approve Ordinance No. 7006.)

RESOLUTIONS

- A. Resolution No. 5876 (Gaub)
A Resolution authorizing the Mayor to execute an amendment to the Sewer Franchise Agreement between the City of Auburn and King County to establish a Franchise Compensation Schedule for the City's use and occupation of King County Right-of-Way to install, operate and maintain City sewer facilities

(RECOMMENDED ACTION: Move to adopt Resolution No. 5876.)

- B. Resolution No. 5877 (Krueger)
A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County for the 2026-2031 Parks Property Tax Levy allocation

(RECOMMENDED ACTION: Move to adopt Resolution No. 5877.)

- C. Resolution No. 5879 (Whalen)
A Resolution authorizing the Mayor to execute a Lease Agreement with the We Care Daily Clinics, LLC for space located at the Auburn Resource Center

(RECOMMENDED ACTION: Move to adopt Resolution No. 5879.)

- D. Resolution No. 5880 (Whalen)
A Resolution authorizing the Mayor to execute a Lease Agreement with the Auburn Food Bank for space located at the Auburn Resource Center

(RECOMMENDED ACTION: Move to adopt Resolution No. 5880.)

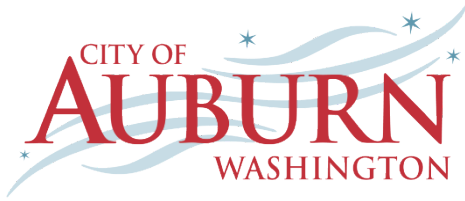
MAYOR AND COUNCILMEMBER REPORTS

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

- A. From the Council
B. From the Mayor

ADJOURNMENT

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



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7006 (Krum)
City Council to hold a Public Hearing to consider an Ordinance relating to planning and designating a Planned Action for the 2024 Auburn Downtown Subarea pursuant to the State Environmental Policy Act

Meeting Date:

December 15, 2025

Department:

Community Development

Attachments:

None

Budget Impact:**Administrative Recommendation:**

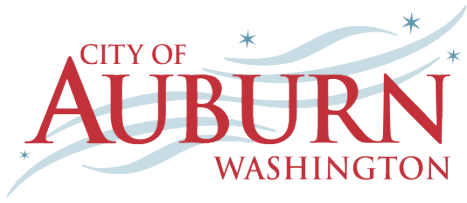
City Council to hold a Public Hearing in consideration of Ordinance No. 7006 relating to planning and designating a Planned Action for the 2024 Auburn Downtown Subarea pursuant to the State Environmental Policy Act.

Background for Motion:**Background Summary:**

Please see Ordinance No. 7006 for more information.

Councilmember: Tracy Taylor

Staff: Jason Krum



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the November 24 and December 8, 2025, Study Session Meetings

Meeting Date:

December 15, 2025

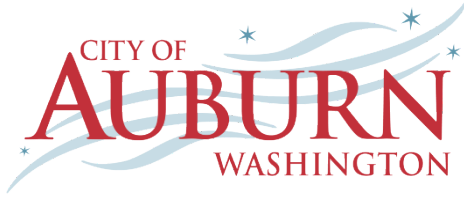
Department:

City Council

Attachments:

11-24-2025 Minutes, 12-08-2025 Minutes

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



**City Council
Study Session
PW & CD Special Focus Area
November 24, 2025 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

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

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Human Resources and Risk Management Director Candis Martinson, Parks, Arts, and Recreation Director Julie Krueger, Assistant Director of Public Works Jacob Sweeting, Parks Planning and Development Manager Thaniel Gouk, Senior Project Engineer Jeffrey Bender, Project Engineer Sheli Moyer, Senior Planner Dinah Reed, Planner II Gabriel Clark, and Deputy City Clerk Hannah Scholl.

AGENDA MODIFICATIONS

There were no modifications to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

- A. Soos Creek Botanical Garden Conservation Efforts Presentation (Krueger/Whalen) (15 Minutes)

Councilmember T. Taylor, Chair of the Public Works and Community Development Special Focus Area, chaired this portion of the meeting.

Manager Gouk provided Council with a presentation on the Soos Creek Botanical Garden conservation efforts, including background on the Conservation Futures Tax (CFT) Levy Grant and recent City of Auburn CFT projects. He discussed the timeline for the Soos Creek Botanical Garden CFT purchase, history of the Gardens, area map and amenities, public benefits, boundary/property line locations, and potential next steps.

Council discussed maintenance and partnerships with the City.

- B. Capital Projects Status Update and Featured Capital Project: 1st Street NE/NW & Division Street Pedestrian Improvements (Gaub) (20 Minutes)

Engineer Bender provided Council with an overview of the Capital Projects Status Update including the current status of the City's 41 active Capital Projects and the Capital Projects Interactive Mapping Tool. He highlighted four projects currently under construction, including CP1622: Auburn Way S Widening — Hemlock to Poplar, CP2211: 49th Street NE Improvements, CP2412: 2025 Local Street Preservation, and CP2332: Lea Hill Safe Routes to School.

Engineer Moyer provided Council with an overview of the Featured Capital Project CP2424: 1st Street NE/NW & Division Street Pedestrian Improvements, including a vicinity map of the project, existing conditions, and the purpose for improvements. She discussed the scope of improvements to be completed, the Safe Transportation for Every Pedestrian (STEP) program, and the project budget and schedule.

Council discussed parking and notifications to businesses and the public.

- C. Ordinance No. 6990 (Krum) (10 Minutes)

An Ordinance relating to Planning; Adopting the 2025 Annual Comprehensive Plan Text Amendments and Plan Map Amendment pursuant to the provisions of Chapter 36.70A RCW and adopting a corresponding Rezone

Planners Reed and Clark provided Council with an overview of Ordinance No. 6990, including the Privately-initiated and City-initiated Map Amendments and the Planning Commission recommendations to City Council.

Council discussed the proposed amendments.

- D. Ordinance No. 7009 (Krum) (5 Minutes)
An Ordinance adopting School Impact Fees for 2026, amending Chapter 19.02 of the Auburn City Code

Planner Clark provided Council with an overview of Ordinance No. 7009, including the background of Auburn City Code Chapter 19.02, current 2025 fees and proposed 2026 fees for the Auburn School District and Dieringer School District, and staff recommendations.

AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Ordinance No. 7010 (Martinson) (15 Minutes)
An Ordinance affirming that Councilmembers and the Deputy Mayor are eligible for optional participation in the Public Employees' Retirement System (PERS) and authorizing payment of the required employer contribution for those who elect membership

Director Martinson provided Council with an overview of Ordinance No. 7010, including eligibility, enrollment, service credits, and contributions.

Council discussed contribution costs and budget.

- B. Update to Council Rules of Procedure (Council)

Deputy Mayor Rakes recessed the meeting at 6:29 p.m. for ten minutes. She reconvened the meeting at 6:39 p.m.

Councilmember Baldwin, Chair of the Council Rules of Procedure Ad Hoc Committee, provided Council with an overview of the Committee's presentation.

City Attorney Whalen provided Council with an overview of the Legislative Branch.

Councilmember C. Taylor called for a Point of Order regarding Councilmember Amer's back and forth comments. Councilmember Baldwin ruled that the point stands.

Councilmember Amer appealed the ruling, then withdrew her appeal.

Councilmember Amer called for a Point of Order stating Councilmember Baldwin was not being respectful. Councilmember Baldwin stated her intent was to be respectful.

Councilmember C. Taylor called for a Point of Order regarding the remark Councilmember Amer made about Councilmember Baldwin. Councilmember Baldwin ruled the point stands.

Council discussed the purpose of the Ad Hoc Committee, the review process, and the proposed edits.

There was consensus from the Council to move the Council Rules of Procedure forward for a vote at the December 1, 2025, City Council meeting.

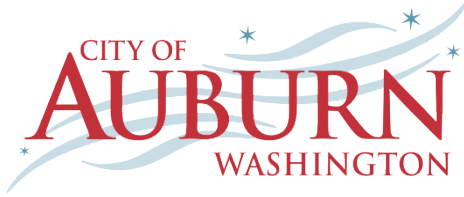
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:28 p.m.

APPROVED this 15th day of December 2025.

CHERYL RAKES, DEPUTY MAYOR

Hannah Scholl, Deputy City Clerk



**City Council
Study Session
Municipal Services Special Focus Area
December 8, 2025 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

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

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Parks, Arts, and Recreation Director Julie Krueger, Director of Finance Jamie Thomas, Assistant Director of Community Development Steven Sturza, Planning Services Manager Alexandria Teague, Senior Center Manager Radine Lozier, Recreation Coordinator Megan Mummert, Planner II Owen Goode, and Deputy City Clerk Rebecca Wood-Pollock.

AGENDA MODIFICATIONS

Items C & D were switched under the Agenda Items for Council Discussion Section.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

MUNICIPAL SERVICES DISCUSSION ITEMS

- A. Senior Activity Center Meal Programs Presentation (Krueger) (15 minutes)
Councilmember Stirgus, Vice Chair of the Municipal Services Special Focus Area, chaired this portion of the meeting.

Director Krueger, Manager Lozier, and Coordinator Mummert provided Council with a presentation on the Senior Activity Center Meal Programs including a history of congregate dining, Meals on Wheels, and an overview of Sound Generations.

Council discussed federal funding, corporate sponsorship opportunities, the program's success, donations, demographics, and wait lists.

AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6993 (Thomas) (10 Minutes)

An Ordinance amending Section 3.53 of the Auburn City Code (ACC) relating to the imposition and administration of the City Business & Occupation (B&O) Tax

Director Thomas provided Council with an overview of Ordinance No. 6993 including a summary of the B&O Model Ordinance, goals, expanding definitions, taxing implications, non-reporting thresholds, and cost increase.

B. Ordinance No. 6997 (Krum) (20 Minutes)

An Ordinance relating to planning and amending the City of Auburn Comprehensive Plan by adopting a new subarea plan entitled the 2024 Auburn Downtown Subarea Plan pursuant to the provisions of RCW Chapters 36.70A and 35A.63 of the laws of the State of Washington; designating this plan as guidance for exercising the City's authority under the Washington State Environmental Policy Act (SEPA)

Manager Teague provided Council with an overview of Ordinance No. 6997 and Ordinance No. 7006 including a summary of the 2024 Auburn Downtown Subarea Plan, plan features, public engagement, map amendments, Downtown Urban Center Core Districts, and the Planning Commission's recommendations. She also gave a presentation on the Planned Action Ordinance, including the Planned Action Area and mitigation measures, qualifying land uses, planned action thresholds, and the next steps in the process.

Council discussed residential rezoning, the notification process, community response, nonconforming standards, and timelines.

C. Ordinance No. 6998 (Krum) (10 Minutes)

An Ordinance relating to Planning, amending Sections 18.02.067, 18.07.010, 18.07.020, 18.23.030, 18.52.020 and creating new Sections 18.04.239 and 18.31.161 within Title 18 "Zoning" of the Auburn City Code, allowing co-living housing in the DUC, R-3, R-4, R-NM, C-2, C-AG, and M-1 Zones

Planner Goode and Manager Teague provided Council with an overview of

Ordinance No. 6998 including a summary of the Co-Living Housing Text Amendment, requirements, effects, reasons for the Text Amendment, and the Planning Commission's recommendation.

Council discussed short-term rentals, kitchen and bathroom requirements, clean and sober housing, new and existing co-living housing developments in the City, and similar zoning in other cities.

- D. Ordinance No. 7006 (Krum) (10 Minutes)
An Ordinance relating to planning and designating a Planned Action for the 2024 Auburn Downtown Subarea pursuant to the State Environmental Policy Act

This Ordinance was addressed in Item B of the agenda.

- E. 2026 Legislative Priorities (Mayor/Council) (20 Minutes)
Discuss 2026 Legislative Priorities

Mayor Backus provided Council with an overview of the 2026 Legislative Priorities.

Council discussed public safety and funding, Flock cameras, data sharing, public disclosure, and paid medical leave.

COUNCIL REPORTS

Councilmember T. Taylor shared that the Public Works and Community Development SFA met regarding Council Meeting items and Code updates.

Councilmember Trout-Manuel shared that the next Community Wellness SFA meeting is scheduled for December 9, 2025.

Councilmember Baldwin shared that the next Finance and Internal Services SFA meeting will be held on Wednesday, December 17, 2025.

Councilmember Amer shared that the Community Wellness SFA meeting is scheduled for December 9, 2025, and expressed her interest in serving on the LEOFF board.

Councilmember Stirgus shared that the Municipal Services SFA met regarding the Senior Center Food Programs, judicial appointment update and timelines, Police Department staffing, parks and cemetery projects, and downtown park closures.

Mayor Backus discussed the upcoming Budget Retreat and Council Rules of Procedure.

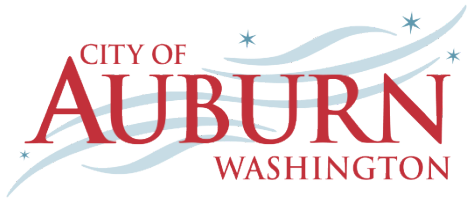
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:41 p.m.

APPROVED this 15th day of December 2025.

CHERYL RAKES, DEPUTY MAYOR

Rebecca Wood-Pollock, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the December 1, 2025, City Council Meeting

Meeting Date:

December 15, 2025

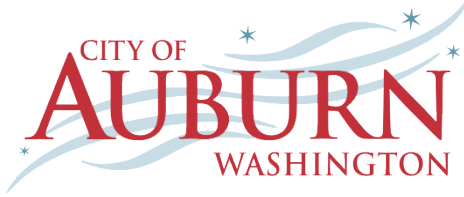
Department:

City Council

Attachments:

12-01-2025 Minutes

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



**City Council
Regular Meeting
December 1, 2025 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

Mayor Backus called the meeting to order at 5:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

Girl Scouts Pauline and Alexis Bonifacio with Troop No. 45603 led those in attendance in the Pledge of Allegiance.

ROLL CALL

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

Mayor Nancy Backus and the following staff members present included: Deputy City Attorney Paul Byrne, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Community Development Jason Krum, Economic Development Manager Jenn Francis, and City Clerk Shawn Campbell.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, Mayor's proclamations, or presentations.

APPOINTMENTS

- A. Airport Advisory Board
City Council to approve the reappointment of Deanna Clark and Andrea Prasse to the Airport Advisory Board for a three-year term expiring December 31, 2028

Deputy Mayor Rakes moved and Councilmember Baldwin seconded to approve the reappointment of Deanna Clark and Andrea Prasse to the Airport Advisory Board for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Cemetery Board
City Council to approve the reappointment of Jeanne Hicks to the Cemetery Board, for a three-year term expiring December 31, 2028

Councilmember Baldwin moved and Councilmember Trout-Manuel seconded to approve the reappointment of Jeanne Hicks to the Cemetery Board, for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Parks & Recreation Board
City Council to approve the reappointment of Tiffany Lindsay to the Parks & Recreation Board, for a three-year term expiring December 31, 2028

Councilmember Stirgus moved and Councilmember Amer seconded to approve the reappointment of Tiffany Lindsay to the Parks & Recreation Board, for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Planning Commission
City Council to approve the appointments of William Stewart, Aaron VanderPol and Lynn Walters to the Planning Commission, for a three-year term expiring December 31, 2028

Councilmember Amer moved and Councilmember Baldwin seconded to approve the reappointments of William Stewart, Aaron VanderPol, and Lynn Walters to the Planning Commission, for a three-year term expiring December 31, 2028.

MOTION CARRIED UNANIMOUSLY. 7-0

- E. Independent Salary Commission
City Council to approve the reappointment of George Fraiser to the Independent Salary Commission, for a four-year term expiring December 31, 2029

Councilmember Stirgus moved and Councilmember Trout-Maunel seconded to approve the reappointment of George Fraiser to the Independent Salary Commission, for a four-year term expiring December 31, 2029.

MOTION CARRIED UNANIMOUSLY. 7-0

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC COMMENT

Virginia Haugen provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the November 17, 2025, City Council Meeting
- B. Claims Vouchers (Thomas)
Claims voucher list dated November 19, 2025, which includes voucher numbers 481906 through voucher 482033, in the amount of \$4,859,958.31, twelve electronic fund transfers in the amount of \$5,169.11, and one wire transfer in the amount of \$615,211.08
- C. Payroll Voucher (Thomas)
Payroll check numbers 539755 through 539759 in the amount of \$705,546.27, electronic deposit transmissions in the amount of \$2,871,411.86, also a special payroll for late submitted Parks timecards with an electronic deposit transmissions in the amount of \$2,495.31, for a grand total of \$3,579,453.44 for the period covering November 13, 2025, to November 26, 2025

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

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Selection of Deputy Mayor (Council)

Mayor Bakus read Section 12.1 of the City of Auburn Council Rules regarding selection of the Deputy Mayor.

Nominations were opened.

Councilmember T. Taylor and Deputy Mayor Rakes were nominated. The two candidates provided brief comments regarding their nomination.

Council discussed the nominations.

Councilmember T. Taylor received 4 votes and Deputy Mayor Rakes received 3 votes.

The Deputy Mayor for 2026 is Tracy Taylor.

ORDINANCES

A. Ordinance No. 6990 (Krum)

An Ordinance relating to Planning; Adopting the 2025 Annual Comprehensive Plan Text Amendments and Plan Map Amendment pursuant to the provisions of Chapter 36.70A RCW and adopting a corresponding Rezone

Councilmember T. Taylor moved and Councilmember C. Taylor seconded to approve Ordinance No. 6990.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 7009 (Krum)

An Ordinance adopting School Impact Fees For 2026, amending Chapter 19.02 of the Auburn City Code

Councilmember C. Taylor moved and Councilmember T. Taylor seconded to approve Ordinance No. 7009.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Ordinance No. 7010 (Martinson)

An Ordinance affirming that Councilmembers and the Deputy Mayor are eligible for optional participation in the Public Employees' Retirement System (PERS) and authorizing payment of the required employer contribution for those who elect membership

Councilmember T. Taylor moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 7010.

Council discussed the benefit to Councilmembers.

MOTION CARRIED. 6-0, Councilmember Amer abstained.

RESOLUTIONS

A. Resolution No. 5839 (Krum)

A Resolution approving the Lodging Tax Grant Disbursements recommended by the Auburn Lodging Tax Advisory Committee and authorizing the Mayor to execute associated agreements for the purpose of Tourism

Councilmember C. Taylor moved and Councilmember T. Taylor seconded to adopt Resolution No. 5839.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5875 (Hay)

A Resolution amending the Community Development Block Grant Annual Action Plan for the plan year of 2025

Councilmember Amer moved and Councilmember Baldwin seconded to adopt Resolution No. 5875.

Council discussed the benefit to the community.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5878 (Council)

A Resolution of the City Council amending the City Council Rules of Procedure

Councilmember Baldwin moved and Councilmember C. Taylor seconded to adopt Resolution No. 5878.

MOTION CARRIED. 4-3, Councilmembers Amer, Stirgus, and T. Taylor voted no.

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a prepared statement.

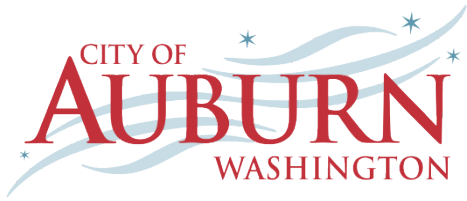
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:00 p.m.

APPROVED this 15th day of December 2025.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated December 3, 2025, which includes voucher numbers 482034 through voucher 482065, and voucher numbers 482067 through voucher 482168, in the amount of \$5,429,241.27, ten electronic fund transfers in the amount of \$17,026.13, and two wire transfers in the amount of \$901,005.39

Meeting Date:

December 15, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

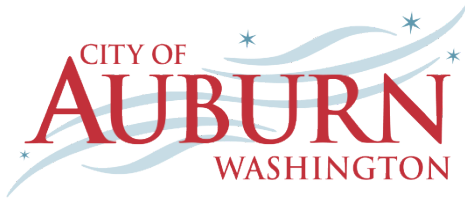
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated December 3, 2025, which includes voucher numbers 482034 through voucher 482065, and voucher numbers 482067 through voucher 482168, in the amount of \$5,429,241.27, ten electronic fund transfers in the amount of \$17,026.13, and two wire transfers in the amount of \$901,005.39.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)
Claims voucher list dated December 3, 2025, which includes voucher number 482066, in the amount of \$2,326.55

Meeting Date:

December 15, 2025

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

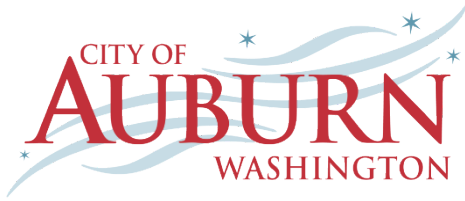
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated December 3, 2025, which includes voucher number 482066, in the amount of \$2,326.55.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)
Payroll check numbers 539760 through 539766 in the amount of \$84,381.76, electronic deposit transmissions in the amount of \$3,014,635.16, a special payroll for our Sergeant and Non-Commissioned Police Contract retro with an electronic deposit transmission in the amount of \$490,587.91, and a special payroll for Commander Blake for his Sergeant Contract retro with an electronic deposit transmission in the amount of \$20,148.47, for a grand total of \$3,609,753.30 for the period covering November 27, 2025, to December 10, 2025

Meeting Date:

December 15, 2025

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

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

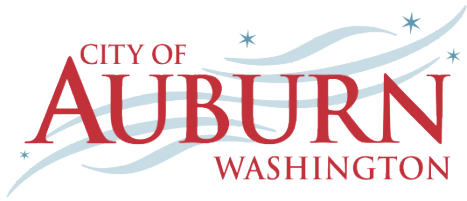
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539760 through 539766 in the amount of \$84,381.76, electronic deposit transmissions in the amount of \$3,014,635.16, a special payroll for our Sergeant and Non-Commissioned Police Contract retro with an electronic deposit transmission in the amount of \$490,587.91, and a special payroll for Commander Blake for his Sergeant Contract retro with an electronic deposit transmission in the amount of \$20,148.47, for a grand total of \$3,609,753.30 for the period covering November 27, 2025, to December 10, 2025.

Councilmember: Kate Baldwin

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6993 (Thomas)
An Ordinance amending Sections 3.53 of the Auburn City Code (ACC)
relating to the imposition and administration of the City Business &
Occupation (B&O) Tax

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6993.)

Department:

Finance

Attachments:

Ordinance No. 6993, Exhibit A ,
Exhibit B

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6993.

Background for Motion:

Washington cities are mandated to update the City B&O Tax Model Ordinance classification definitions to reflect the State's changes to services and retail sales definitions for State B&O and Sales Taxes in Sections 101 and 201 of Senate Bill 5814.

Background Summary:

Senate Bill 5814 expanded the retail sales tax definitions to cover several additional services and redefines "digital automated services." The bill further defines the sourcing of taxable services, specifying that sales are taxed based on where the customer "first uses" the service, evaluated on a transaction-by-transaction basis.

These changes directly impact the Model Ordinance for Business & Occupation (B&O) Tax language cities are required to adopt, in order to legally impose and collect B&O taxes within the City. The purpose of the Model Ordinance is to provide a uniform methodology for levying a gross receipts tax on businesses across all cities. Each City has latitude for adding elements to its Code that exceeds the Model Ordinance, but at a minimum, the City's Code must incorporate the provisions of the Model Ordinance. As a result of SB 5814, the provisions of the Model Ordinance for Business & Occupation Tax are changing, effective January 1, 2026. Therefore, the City of Auburn must update its own Code to incorporate those changes.

The Model Ordinance changes affect two sections of Auburn's Code:

1. ACC 3.53.020 (definitions): Amending the retailing and service definitions, which have the most significant impacts to the definitions of information technology services, security services, temporary

staffing services, advertising services, repair services for tangible personal property. Effective date January 1, 2026.

2. ACC 3.53.020 (definitions): Adding a new reporting requirement to a "retail services" definition of individual self-storage. Effective April 1, 2026, per ESSB 5797.

3. ACC 3.53.040 (reporting thresholds): Updates the non-reporting threshold from \$2,000 to \$4,000. Effective date January 1, 2026.

It is important to note that these changes in definitions do not change the taxability of these services from a business & occupation standpoint. What these changes do impact:

1. The City of Auburn has a different B&O Tax rate for retailing and services. These definition changes may impact which B&O Tax rate a business will pay in Auburn, based on the new definitions.

2. Since more services are now taxable from a sales tax standpoint, the City can expect to collect a larger sales tax distribution from its monthly collection from the Washington State Department of Revenue.

3. Since more services are now taxable from a sales tax standpoint, the City can expect to pay more for existing service contracts that are now subject to sales tax. A budget amendment to incorporate these increased City costs will be presented to Council with the first budget amendment of 2026.

Overall, the City must amend its B&O Code to incorporate the changes that have been made to the Model Ordinance for B&O Tax to maintain compliance with the State law and its ability to continue imposing and collecting a City B&O Tax.

Councilmember: Kate Baldwin

Staff: Jamie Thomas

ORDINANCE NO. 6993

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON AMENDING SECTIONS 3.53 OF
THE AUBURN CITY CODE (ACC) RELATING TO THE
IMPOSITION AND ADMINISTRATION OF THE CITY
BUSINESS & OCCUPATION (B&O) TAX

WHEREAS, Auburn City Code (ACC) Chapter 3.53 enacts the City's B&O tax; and

WHEREAS, Sections of Chapter 3.53 ACC amendments due to a mandatory change of the B&O Tax Model Ordinance in connection with the provisions of SB 5814 updates related to administration of the Chapters;

WHEREAS, Section 3.53.020 ACC as amended would modify the definition of "retail sale" 3.53.020 (PP), "wholesale sale" 3.53.020 (QQ) with the effective date January 1, 2026, and "retail services" 3.53.020 (MM) adding new reporting requirements of individual self-service storage, effective April 1, 2026 (per ESSB 5797); and

WHEREAS, Section 3.53.040 (C) ACC as amended would update the non-reporting threshold from \$2,000 to \$4,000, per mandatory change of City Business License Model Ordinance with the effective date to January 1, 2026; and

WHEREAS, the revisions proposed in this Ordinance are in the best interest of the City and its Taxpayers.

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

Section 1. Amendment to City Code. Section 3.53.020 ACC is hereby amended to read as set forth in Exhibit A attached to this Ordinance.

Section 2. Amendment to City Code. Section 3.53.040 ACC is hereby amended to read as set forth in Exhibit B attached to this Ordinance.

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

Section 4. Severability. The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective date. This Ordinance will take effect and be in force on January 1, 2026.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

3.53.020 Definitions.

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

A. "Adult family home" means a residential home licensed by the Washington State Department of Social and Health Services (DSHS) pursuant to Chapter [70.128](#) RCW in which a person or persons provides personal care, special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

B. *Advance, Reimbursement.*

1. "Advance" means money or credits a taxpayer receives from a customer or client for the purpose of paying costs or fees on behalf of the customer or client.
2. "Reimbursement" means money or credits a taxpayer receives from a customer or client to repay the taxpayer for money or credits expended by the taxpayer in payment of costs or fees of the customer or client.

C. *Agricultural Product, Farmer.*

1. "Agricultural product" means any product of plant cultivation or animal husbandry including, but not limited to: a product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW [15.85.020](#); plantation Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW [15.85.020](#), or a bird, or insect, or the substances obtained from such animal. "Agricultural product" does not include animals intended to be pets, marijuana, or marijuana-infused products as defined by RCW [69.50.101\(y\)](#) and [\(ff\)](#).
2. "Farmer" means any person engaged in the business of growing or producing, upon the person's own lands or upon lands in which the person has a present right of possession, any agricultural product whatsoever for sale. "Farmer" does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person's own consumption. "Farmer" does not include a person selling any animal or substance obtained therefrom in connection with the person's business of operating a stockyard or a slaughter or packing house. "Farmer" does not

include any person in respect to the business of taking, cultivating, or raising timber.
“Farmer” does not include any person engaged in the business of growing, producing, processing, selling or distributing marijuana.

D. *Artistic or Cultural Organization.*

1. The term “artistic or cultural organization” means an organization which is organized and operated exclusively for the purpose of providing artistic or cultural exhibitions, presentations, or performances or cultural or art education programs, as defined in subsection [\(D\)\(10\)](#) of this section, for viewing or attendance by the general public.
2. The organization must be a not-for-profit corporation under Chapter [24.03](#) RCW.
3. The organization must be managed by a governing board of not less than eight individuals none of whom is a paid employee of the organization or by a corporation sole under Chapter [24.12](#) RCW.
4. No part of its income may be paid directly or indirectly to its members, stockholders, officers, directors, or trustees except in the form of services rendered by the corporation in accordance with its purposes and bylaws.
5. Salary or compensation paid to its officers and executives must be only for actual services rendered, and at levels comparable to the salary or compensation of like positions within the state.
6. Assets of the organization must be irrevocably dedicated to the activities for which the exemption is granted and, on the liquidation, dissolution, or abandonment by the organization, may not inure directly or indirectly to the benefit of any member or individual except a nonprofit organization, association, or corporation which also would be entitled to the exemption.
7. The organization must be duly licensed or certified when licensing or certification is required by law or regulation.
8. The amounts received that qualify for exemption must be used for the activities for which the exemption is granted.

9. Services must be available regardless of race, color, national origin, ancestry, religion, age, sex, marital status, Vietnam or disabled veteran status, sexual orientation, or the presence of any mental or physical disability.

10. The term “artistic or cultural exhibitions, presentations, or performances or cultural or art education programs” is limited to:

- a. An exhibition or presentation of works of art or objects of cultural or historical significance, such as those commonly displayed in art or history museums;
- b. A musical or dramatic performance or series of performances; or
- c. An educational seminar or program, or series of such programs, offered by the organization to the general public on an artistic, cultural, or historical subject.

E. “Assisted living facility” means any home or other institution, however named, which is advertised, announced, or maintained for the express or implied purpose of providing housing, basic services, and assuming general responsibility for the safety and well-being of the residents, and may also provide domiciliary care. “Assisted living facility” shall not include facilities certified as group training homes pursuant to RCW [71A.22.040](#), nor any home, institution or section thereof which is otherwise licensed and regulated under the provisions of state law providing specifically for the licensing and regulation of such home, institution or section thereof. Nor shall it include any independent senior housing, independent living units in continuing care retirement communities, or other similar living situations including those subsidized by the Department of Housing and Urban Development.

F. “Athletic or fitness facility” means an indoor or outdoor facility or portion of a facility that is primarily used for: exercise classes; strength and conditioning programs; personal training services; tennis, racquetball, handball, squash, or pickleball; or other activities requiring the use of exercise or strength training equipment, such as treadmills, elliptical machines, stair climbers, stationary cycles, rowing machines, pilates equipment, balls, climbing ropes, jump ropes, and weightlifting equipment.

G. “Business” includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

H. "Business and occupation tax" or "gross receipts tax" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

I. "City" means the city of Auburn, Washington.

J. "Commercial or industrial use" means the following uses of products, including by-products, by the extractor or manufacturer thereof:

1. Any use as a consumer; and
2. The manufacturing of articles, substances or commodities.

K. "Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title [80](#) and for which a separate charge is made.

L. "Consumer" means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person's business. "Consumer" includes, among others and without limiting its scope, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:
 - a. Resale as tangible or intangible personal property in the regular course of business;
 - b. Incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning, altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;
 - c. Incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or

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- d. Consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;
2. Any person engaged in any business activity that is taxable under ACC [3.53.040](#);
3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;
4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale or retail service in this section, other than for resale in the regular course of business;
5. Any person who is an end user of software;
6. Any person engaged in the business of “public road construction” with respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing, or spreading the property in or upon the right-of-way of a publicly owned street, place, road, highway, easement, bridge, tunnel, or trestle, or in or upon the site of a publicly owned mass public transportation terminal or parking facility;
7. Any person who is an owner, lessee, or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;
8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business; or
9. Any person engaged in “government contracting.” Any such person shall be a consumer within the meaning of this subsection with respect to tangible personal property incorporated into, installed in, or attached to such building or other structure by such person. Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of “consumer.”
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M. "Delivery" means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. "Dominion and control" means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (RCW Title [62A](#)) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

N. "Director" means the finance director of the city or any officer, agent or employee of the city designated to act on the director's behalf.

O. "Digital automated service," "digital code" and "digital goods" have the same meaning as in RCW [82.04.192](#).

P. "Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW [82.04.050\(2\)\(q\)](#) and [\(6\)\(b\)](#).

Q. "Eligible gross receipts tax" means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within ACC [3.53.040](#); and
2. Is measured by the gross volume of business, in terms of gross receipts, and is not an income tax or value added tax; and
3. Is not, pursuant to law or custom, separately stated from the sales price; and

4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
5. Is a tax imposed by a local jurisdiction, whether within or without the state of Washington, and not by a country, state, province, or any other nonlocal jurisdiction above the county level.

R. *Engaging in Business.*

1. The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
2. This subsection sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to register and obtain a business license or pay city business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection [\(R\)\(1\)](#) of this section. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.
3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:
 - a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.
 - b. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment in the city.
 - c. Soliciting sales.

- d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
- e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
- f. Installing, constructing, or supervising installation or construction of real or tangible personal property.
- g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
- h. Collecting current or delinquent accounts.
- i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
- j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
- k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
- l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
- m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
- n. Investigating, resolving, or otherwise assisting in resolving customer complaints.
- o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

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- p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another person acting on its behalf.
4. If a person, or their employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:
- a. Meeting with suppliers of goods and services as a customer.
 - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - d. Renting tangible or intangible property as a customer when the property is not used in the city.
 - e. Attending, but not participating in, a "trade show" or "multiple vendor events." Persons participating at a trade show shall review Chapter [2.23](#) ACC, Special Event Permits.
 - f. Conducting advertising through the mail.
 - g. Soliciting sales by phone from a location outside the city.
5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection [\(R\)\(4\)](#) of this section.
6. The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the Constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus-generating contact or subsequent contacts.
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S. "Extracting" is the activity engaged in by an extractor and is reportable under the extracting classification.

T. *Extractor*.

1. "Extractor" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees other than plantation Christmas trees, or other natural products; or takes fish, shellfish, or other sea or inland water foods or products.

2. "Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; persons meeting the definition of "farmer" under RCW [82.04.213](#), or persons producing cannabis.

3. When an "extractor" is also a "manufacturer" under this chapter, the principles of WAC [458-20-135](#) (as now enacted or hereafter amended) shall apply.

U. "Extractor for hire" means a person who performs under contract necessary labor or mechanical services for an extractor.

V. "Gross income of the business" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

W. "Gross proceeds of sales" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

X. "Gross receipts" has the same meaning as gross income.

Y. "Hospital" means any institution, place, building, or agency which provides accommodations, facilities and services over a continuous period of 24 hours or more, for observation, diagnosis, or care, of two or more individuals not related to the operator who are suffering from illness, injury, deformity, or abnormality, or from any other condition for which obstetrical, medical, or surgical services would be appropriate for care or diagnosis. "Hospital" as used in this chapter does not include hotels, or similar places furnishing only food and lodging, or simply domiciliary care; nor does it include clinics, or physician's offices where patients are not regularly kept as bed patients for 24 hours or more; nor does it include nursing homes, as defined and which come within the scope of Chapter [18.51](#) RCW; nor does it include birthing centers, which come within the scope of Chapter [18.46](#) RCW; nor does it include psychiatric hospitals, which come within the scope of Chapter [71.12](#) RCW; nor any other hospital or institution specifically intended for use in the diagnosis and care of those suffering from mental illness, intellectual disability, convulsive disorders, or other abnormal mental condition. Furthermore, nothing in this chapter or the rules adopted pursuant thereto shall be construed as authorizing the supervision, regulation, or control of the remedial care or treatment of residents or patients in any hospital conducted for those who rely primarily upon treatment by prayer or spiritual means in accordance with the creed or tenets of any well recognized church or religious denominations.

Z. *International Investment Management Services.*

1. "International investment management services" includes investment research, investment consulting, fund administration, fund distribution, investment transactions, or related investment services provided to persons for or on behalf of a collective investment fund. A person is considered to be engaged in providing international investment management services if such person is providing investment management services and/or is a member of an affiliated group (as defined by RCW [82.04.293\(2\)\(b\)](#)) primarily in the business of providing investment management services to collective investment funds, and at least 15 percent of the gross income of the person and/or affiliated group is derived from providing investment management services to any of the following:

- a. Persons or collective investment funds residing outside the United States; or
- b. Collective investment funds with at least 50 percent of their investment assets located or issued outside the United States.

2. For the purpose of this section, “collective investment fund” includes:

- a. A mutual fund or other regulated investment company as defined in [26 USC 851\(a\)](#), as now enacted or hereafter amended;
- b. An investment company, as defined in [15 USC 80\(a\)\(3\)](#) (as now enacted or hereafter amended), as well as any entity that would be an investment company for this purpose but for the exemptions contained in [15 USC 80\(a\)\(3\)](#);
- c. An employee benefit plan, which includes any plan, trust, commingled employee benefit trust, or custodial arrangement that is subject to [29 USC 1001](#) et seq., or that is described in [26 USC 125](#), [401](#), [403](#), [408](#), [457](#), [501\(c\)\(9\)](#), and [501\(c\)\(17\)](#) through [\(24\)](#), or a similar plan maintained by a state or local government, or a plan trust, or custodial arrangement established to self-insure benefits required by federal, state, or local law;
- d. A fund maintained by a tax exempt organization, as defined in [26 USC 501\(c\)\(3\)](#) for operating, quasi-endowment, or endowment purposes;
- e. Funds that are established for the benefit of such tax exempt organizations, such as charitable remainder trusts, charitable lead trusts, charitable annuity trusts, or other similar trusts; or
- f. Collective investment funds similar to those described in subsections [\(Z\)\(2\)\(a\)](#) through [\(Z\)\(2\)\(e\)](#) of this section created under the laws of a foreign jurisdiction.

AA. “Liquor” shall have the same meaning as RCW [66.44.010](#).

BB. “Lottery commissions” are commissions received from sales of lottery and scratch tickets to a consumer.

CC. “Manufacturing” means the activity conducted by a manufacturer and is reported under the manufacturing classification.

DD. “Manufacturer,” “To Manufacture.”

- 1. “Manufacturer” means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person’s own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture,

materials or ingredients equal to less than 20 percent of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer. A business not located in this city that is the owner of materials or ingredients processed for it in this city by a processor for hire shall be deemed to be engaged in business as a manufacturer in this city.

2. "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- a. The production of special made or custom made articles;
- b. The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
- c. Crushing and/or blending of rock, sand, stone, gravel, or ore; and
- d. The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

EE. *Newspaper, Magazine, Periodical.*

1. "Newspaper" means a publication offered for sale regularly at stated intervals at least once per week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind.

2. "Magazine" or "periodical" means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

FF. "Office" or "place of business" means a fixed location or permanent facility where the regular business of the person is conducted and which is either owned by the person or over which the person exercises legal dominion and control. The regular business of the person is presumed conducted at a location:

1. Whose address the person uses as their business mailing address; and
2. Where the place of primary use is shown on a telephone billing or a location containing a telephone line, listed in a public telephone directory or other similar publication, under the business name; and
3. Where the person holds themselves out to the general public as conducting regular business through signage or other means; and
4. Where the person is required to obtain any appropriate state and local business license or registration unless the person is exempted by law from such requirement.

A vehicle such as a pick-up, van, truck, boat or other motor vehicle is not an office or place of business. A post office box is not an office or place of business.

If a person has an office or place of business, the person's home is not an office or place of business unless it meets the criteria for office or place of business above. If a person has no office or place of business, the person's home or apartment within the city will be deemed the place of business.

GG. "Option to purchase" shall mean a continuing offer or contract by which owner stipulates with another that the latter shall have the right to buy property at a fixed dollar price within a certain time. An agreement is only an option when no obligation rests on the potential buyer to make any payment except such as may be agreed upon by the parties as consideration to support the option until the potential buyer has made up their mind within a time specified to complete the purchase. The use of the term "fair market value" or any other like term shall not be substituted for a fixed dollar price in determining if an "option to purchase" exists.

HH. "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

II. "Processing for hire" means the performance of labor and mechanical services upon materials or ingredients belonging to others so that as a result a new, different or useful product is produced for sale, or commercial or industrial use. A processor for hire is any person who would be a manufacturer if that person were performing the labor and mechanical services upon that person's own materials or ingredients. If a person furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to 20 percent or more of the total value of all materials or ingredients that become a part of the finished product the person will be deemed to be a manufacturer and not a processor for hire.

JJ. "Product" means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort.

"By-product" means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

KK. "Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

LL. "Retail floor space" means the area where items are on display for sale to the public, together with the walkways and open spaces associated with such display.

MM. "Retail service" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquetball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others,

when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons;

2. Abstract, title insurance, and escrow services;
3. Credit bureau services;
4. Automobile parking and storage garage services;
5. Landscape maintenance and horticultural services but excluding (a) horticultural services provided to farmers and (b) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events; and
7. The following personal services: physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

9. Beginning April 1, 2026, the rental or lease of individual self-service storage space at self-storage facilities,

NN. "Royalties" means compensation for the use of intangible property, such as copyrights, patents, licenses, franchises, trademarks, trade names, and similar items.

OO. *Sale, Casual or Isolated Sale.*

1. "Sale" means any transfer of the ownership of, title to, or possession of, property for a valuable consideration and includes any activity classified as a "sale at retail," "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the

purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

2. "Casual or isolated sale" means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

PP. *Sale at Retail, Retail Sale.*

"Sale at retail," "retail sale."

(1) "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

(a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

(b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

(c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

(d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; or The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.

(f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (8)(7) of this section, if such tangible personal

property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04.290, and 82.04.2908.

(2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under .050(1)(g).

(3) The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

(a) Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or

(b) Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or

(c) Investigation, security services, security monitoring services, and armored car services including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or

(d) Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or

(e) Advertising services. (i) For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to: (A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering

advice concerning the best methods of advertising products or services; and (B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

(ii) "Advertising services" do not include:

(A) Web hosting services and domain name registration;

(B) Services rendered in respect to the following:

(I) "Newspapers" as defined in RCW 82.04.214;

(II) Printing or publishing under RCW 82.04.280; and

(III) "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and

(C) Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or

(f) Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

(4) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue

of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

- (c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;
- (d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;
- (e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;
- (f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;
- (g) The installing, repairing, altering, or improving of digital goods for consumers;
- (h) The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

(5) "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers. [Comment: Cities can only include "competitive telephone service" since telephone business is taxed under the utility tax.]

(6) "Sale at retail" or "retail sale"

(a) "Sale at retail" or "retail sale" shall also include the sale of prewritten software, custom software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection (65)(a) the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser. The term "sale at retail" or "retail sale" does not include the sale of or charge made for:

(i) Custom software; or

(ii) The customization of prewritten software.

(b)

(iii)(i) The term "sale at retail" or "retail sale" also includes the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(ii) (A) The service described in (b)(i) of this subsection 65 includes the right to access and use prewritten software, custom software, and customization of prewritten computer software to perform data processing.

(B) For purposes of this subsection (b)(ii) "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(7) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

(Public road construction)

- (8) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.
- (9) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).
- (10) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. [This should be reported under the service and other classification as defined under ACC 3.53.040(A)(7).]
- (11) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. [This should be reported under the service and other classification.]
- (12) (a) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:
 ~~(a)~~ (i) Sales in which the seller has granted the purchaser the right of permanent use;
 ~~(b)~~ (ii) Sales in which the seller has granted the purchaser a right of use that is less than permanent;
 ~~(c)~~ (iii) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
 ~~(d)~~ (iv) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

(b) A retail sale of digital goods, digital codes, or digital automated services under this subsection [insert reference to section .040(12)5(11)] includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

(c) A retail sale of digital goods, digital codes, or digital automated services does not include the following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

(i) Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;

(ii) Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;

(iii) Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements. Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign. Advertising services do not include web hosting services and domain name registration; and

(iv) Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data processing does not include the service described in subsection (insert reference) of this section.

(d) For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the

circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(13) "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

~~1. "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470, and who:~~

~~a. Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or~~

~~b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or~~

~~c. Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or~~

~~d. Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or~~

~~e. Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail-~~

~~sale" even though such property is resold or utilized as provided in subsections (PP)(1)(a) through (PP)(1)(e) of this section following such use.~~

~~f. Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection (PP)(7) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.~~

~~2. "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under ACC 3.53.040(A)(7).~~

~~3. "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:~~

~~a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;~~

~~b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;~~

~~c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;~~

~~d. The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;~~

~~e. The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under Chapter 82.16 RCW;~~

~~f. The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;~~

~~g. The installing, repairing, altering, or improving of digital goods for consumers;~~

~~h. The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections (PP)(3)(a) through (PP)(3)(g) of this section when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (PP)(1) of this section and nothing contained in subsection (PP)(1) of this section shall be construed to modify this subsection.~~

~~4. "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.~~

~~5. "Sale at retail" or "retail sale" shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user.~~

~~a. For purposes of this subsection (PP)(5), the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.~~

~~b. The term "sale at retail" or "retail sale" does not include the sale of or charge made for custom software; or the customization of prewritten software.~~

~~c. The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.~~

~~i. The service described in this subsection (PP)(5)(c) includes the right to access and use prewritten software to perform data processing.~~

~~ii. For purposes of subsection (PP)(5)(c)(i) of this section "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.~~

~~6. "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the state of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind (public road construction).~~

~~7. "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of "extended warranty" in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.~~

~~8. "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to Chapter 35.82 RCW, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).~~

~~9. "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other by-products of weapons production and nuclear research and development. (This should be reported under the service and other classification as defined under ACC 3.53.040(A)(7).)~~

~~10. "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. (This should be reported under the service and other classification as defined under ACC 3.53.040(A)(7).)~~

~~11. "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:~~

~~a. Sales in which the seller has granted the purchaser the right of permanent use;~~

~~b. Sales in which the seller has granted the purchaser a right of use that is less than permanent;~~

~~c. Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and~~

~~d. Sales in which the purchaser is obligated to make continued payment as a condition of the sale.~~

~~A retail sale of digital goods, digital codes, or digital automated services under this subsection (PP)(11) includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.~~

~~For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.~~

~~12. "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.~~

QQ. "Sale at wholesale" or "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described in subsection (PP)(5)(b) of this section, which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

RR. "Service" means any sale or charge made for personal, business or professional service, including amounts designated as rents, fees, or admissions, not otherwise included within any other tax classification defined herein; provided, that the term "service" excludes retail or wholesale services.

SS. Software, Prewritten Software, Custom Software, Customization of Canned Software, Master Copies, Retained Rights.

1. "Prewritten software" or "canned software" means computer software, including prewritten upgrades, that is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more prewritten computer software programs or prewritten portions thereof does not cause the combination to be other than prewritten computer software. Prewritten computer software includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than such purchaser. Where a person modifies or enhances computer software of which such person is not the author or creator, the person shall be deemed to be the author or creator only of the person's modifications or enhancements. Prewritten computer software or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains prewritten computer software; however, where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for the modification or enhancement, the modification or enhancement shall not constitute prewritten computer software.
2. "Custom software" means software created for a single person.
3. "Customization of canned software" means any alteration, modification, or development of applications using or incorporating canned software to specific individualized requirements of a single person. Customization of canned software includes individualized configuration of software to work with other software and computer hardware but does not include routine installation. Customization of canned software does not change the underlying character or taxability of the original canned software.
4. "Master copies" of software means copies of software from which a software developer, author, inventor, publisher, licensor, sublicensor, or distributor makes copies for sale or license. The software encoded on a master copy and the media upon which the software resides are both ingredients of the master copy.
5. "Retained rights" means any and all rights, including intellectual property rights such as those rights arising from copyrights, patents, and trade secret laws, that are owned or are

held under contract or license by a software developer, author, inventor, publisher, licensor, sublicensor, or distributor.

6. "Software" means any information, program, or routine, or any set of one or more programs, routines, or collections of information, used, or intended for use, to convey information that causes one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. "Software" includes the associated documentation, materials, or ingredients, regardless of the media upon which that documentation is provided, that describe the code and its use, operation, and maintenance and that typically are delivered with the code to the consumer. All software is classified as either canned or custom.

TT. "Taxpayer" means any "person," as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

UU. "Tuition fee" includes library, laboratory, health service, and other special fees, and amounts charged for room and board by an educational institution when the property or service for which such charges are made is furnished exclusively to the students or faculty of such institution. "Educational institution," as used in this section, means only those institutions created or generally accredited as such by the state and includes educational programs that such educational institution cosponsors with a nonprofit organization, as defined by [26 USC 501\(c\)\(3\)](#), as hereafter amended, if such educational institution grants college credit for coursework successfully completed through the educational program, or an approved branch campus of a foreign degree-granting institution in compliance with Chapter [28B.90](#) RCW, and in accordance with RCW [82.04.4332](#) or defined as a degree-granting institution under RCW [28B.85.010\(3\)](#) and accredited by an accrediting association recognized by the United States Secretary of Education, and offering to students an educational program of a general academic nature or those institutions which are not operated for profit and which are privately endowed under a deed of trust to offer instruction in trade, industry, and agriculture, but not including specialty schools, business colleges, other trade schools, or similar institutions.

VV. "Value proceeding or accruing" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis

according to which method of accounting is regularly employed in keeping the books of the taxpayer.

WW. Value of Products.

1. The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.
2. Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the city, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The director may prescribe rules for the purpose of ascertaining such values.
3. Notwithstanding subsection [\(WW\)\(2\)](#) of this section, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (b) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

XX. "Warehouse" means every structure or any part thereof that is used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business, including but not limited to the following:

1. "Storage warehouse" means a building or structure, or any part thereof, in which goods, wares, or merchandise are stored whether or not for compensation, except field warehouses, fruit warehouses, fruit packing plants, unroasted coffee bean warehouses, warehouses licensed under Chapter [22.09](#) RCW (which are agricultural commodities warehouses), public garages storing automobiles, railroad freight sheds, docks and wharves.
2. "Cold storage warehouse" means a storage warehouse used to store fresh and/or frozen perishable fruits or vegetables, meat, seafood, dairy products, or fowl, or any combination thereof, at a desired temperature to maintain the quality of the product for orderly marketing. This term does not include freezer space or frozen food lockers.
3. "Automobile storage garage" means any off-street building, structure, or area where vehicles are parked or stored, for any period of time, for a charge.

YY. "Warehouse, outdoor" means an area that is outdoors and is primarily used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.

ZZ. "Wholesaling" means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification. (Ord. 6943 § 1 (Exh. A), 2024; Ord. 6930 § 1 (Exh. A), 2024; Ord. 6898 § 1 (Exh. A), 2023; Ord. 6860 § 1 (Exh. A), 2022; Ord. 6814 § 1 (Exh. A), 2021.)

The Auburn City Code is current through Ordinance 6983, passed July 21, 2025.

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3.53.040 Imposition of the tax – Tax or fee levied.

Except as provided in subsection [C](#) of this section, effective January 1, 2022, at 12:01 a.m. there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city of Auburn, whether the person's office or place of business be within or without the city. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, as follows:

A. Gross Receipts Tax.

1. Upon every person engaging within the city in business as an extractor; as to such persons, the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of 0.100 of one percent (0.001). The measure of the tax is the value of the products, including by-products, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.
2. Upon every person engaging within the city in business as a manufacturer; as to such persons, the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of 0.100 of one percent (0.001). The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.
3. Upon every person engaging within the city in the business of making sales at wholesale; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business multiplied by the rate of 0.180 of one percent (0.0018).
4. Upon every person engaging within the city in the business of making sales at retail; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business multiplied by the rate of 0.050 of one percent (0.0005).
5. Upon every person engaging within the city in the business of (a) printing, (b) both printing and publishing newspapers, magazines, periodicals, books, music, and other

printed items, (c) publishing newspapers, magazines and periodicals, (d) extracting for hire, and (e) processing for hire; as to such persons, the amount of tax on such business shall be equal to the gross income of the business multiplied by the rate of 0.100 of one percent (0.001).

6. Upon every person engaging within the city in the business of making sales of retail services; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of 0.150 of one percent (0.0015).

7. Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections; such persons shall report gross receipts under the “service and other tax” classification, and the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of 0.100 of one percent (0.001). This classification includes (among others, without limiting its scope and whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale): persons engaged in the business of developing or producing custom software or of customizing canned software, persons producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail, a sale at wholesale, or a retail service.

8. Lottery commissions are commissions received from the sales of lottery and scratch tickets to a consumer. Taxpayers must report commissions received from such sales on the excise tax return under service and other B&O tax classification. Lottery payouts do not qualify for the payouts deduction.

9. Persons otherwise subject to the “service and other tax” classification who engage in business in multiple jurisdictions shall report their service income under the “service and other apportionment” tax classification, and shall allocate their gross receipts in accordance with ACC [3.53.080](#) by using the city’s service income apportionment supplemental form.

B. *Square Footage Tax*. This subsection B applies to any business that uses warehouse space within the city in the course of or in the furtherance of engaging in business, regardless of any business activity tax classifications in subsection [A](#) of this section.

1. Upon every person who leases, owns, occupies, or otherwise maintains a warehouse or outdoor warehouse within the city for purposes of engaging in business activities in the city there shall be a tax measured by the number of square feet of business warehouse floor space or outdoor warehouse space. The amount of the tax shall be equal to \$0.10 for each quarterly period of a calendar year for each square foot of warehouse or outdoor warehouse floor space that is leased, owned, occupied, or otherwise maintained within the city during the reporting period, calculated to the nearest square foot.
2. For purposes of this subsection, “warehouse” means every structure or any part thereof that is used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business, including but not limited to “storage warehouses,” “cold storage warehouses” and “automobile storage garage” as defined in ACC [3.53.020\(XX\)](#).
3. For purposes of this subsection, “outdoor warehouse” means an area that is outdoors and primarily used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.
4. For purposes of this subsection, the square footage of a business warehouse shall be computed by measuring to the inside finish of permanent outer building walls and shall include space used by columns and projections necessary to the building. Square footage shall not include stairs, elevator shafts, flues, pipe shafts, vertical ducts, heating or ventilation shafts, janitor closets, and electrical or utility closets.
5. For purposes of this subsection, outdoor warehouse space is measured based on the entire space used for outdoor warehousing and is not measured solely based on the size of the goods, wares, merchandise, or commodities that are being stored. The square footage of an outdoor warehouse shall only include those areas used and/or intended to be used for the storage of goods, wares, merchandise, commodities, inventory, materials, equipment, or other items (whether or not for compensation) in furtherance of engaging in business.

Square footage shall not include: areas used only for employee, customer, or visitor parking; dock high loading areas; buildings or areas used only for retail floor space or rentals to consumers; landscaped areas; storm water facilities; maneuvering areas or drive

aisles; areas used only for garbage or recycling pickup; rights-of-way; or other areas clearly not used for the storage of items described in this subsection.

6. Persons with more than one business warehouse or outdoor warehouse within the city must include all business warehouse floor space and outdoor warehouse space for all locations within the city. When a person rents space to another person, the person occupying the rental space is responsible for the square footage business tax on that rental space. Space rented for the storage of goods in a warehouse or outdoor warehouse where no walls or other barriers separate the goods, and where the exclusive right of possession in the space is not held by the person to whom the space is rented, shall be included in the business warehouse floor space of the person that operates the business warehouse, and not by the person renting the warehouse space.

7. If the square footage tax imposed in this subsection B is equal to or less than the gross receipts tax imposed in subsection [A](#) of this section, no square footage tax will be due. If the square footage tax imposed in this subsection B exceeds the gross receipts tax imposed in subsection [A](#) of this section, the square footage tax will be due, but no gross receipts tax will be due. The taxpayer shall remit the tax due on the higher of the two categories, but not both, under subsections [A](#) and [B](#) of this section.

C. Gross Receipt and Square Footage Tax Thresholds.

1. *Gross Receipts Threshold.* The gross receipts tax imposed in this section shall not apply to any person whose company-wide gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities during any calendar year is equal to or less than \$500,000, nor shall it apply to any person who does not maintain a place of business in the city whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000. Effective January 1, 2026, this threshold changes to \$4,000.

2. *Square Footage Threshold.* The square footage tax imposed in subsection [B](#) of this section shall not apply to any person unless that person's total area of business space within the city exceeds one of the following thresholds:

- a. Four thousand (4,000) taxable square feet of business warehouse space; or

- b. Two hundred sixty-one thousand three hundred sixty (261,360) taxable square feet (six acres) of outdoor warehouse space.

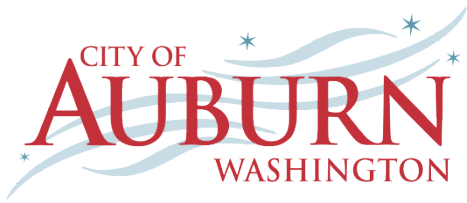
If the square footage tax applies, it applies to all business space leased, owned, occupied, or otherwise maintained by the taxpayer during the applicable reporting period. (Ord. 6943 § 2 (Exh. A), 2024; Ord. 6930 § 1 (Exh. A), 2024; Ord. 6898 § 1 (Exh. A), 2023; Ord. 6860 § 1 (Exh. A), 2022; Ord. 6814 § 1 (Exh. A), 2021.)

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6997 (Krum)

An Ordinance relating to Planning and amending the City of Auburn Comprehensive Plan by adopting a new subarea plan entitled the 2024 Auburn Downtown Subarea Plan pursuant to the provisions of RCW Chapters 36.70A and 35A.63 of the laws of the State of Washington; designating this Plan as guidance for exercising the City's authority under the Washington State Environmental Policy Act (SEPA)

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6997.)

Department:

Community Development

Attachments:

Ordinance No. 6997, Exhibit A -
2024 Auburn Downtown Subarea
Plan Update, Exhibit B - Planning
Commission Staff Report

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6997.

Background for Motion:

This Ordinance will adopt the 2024 Auburn Downtown Subarea Plan and associated documents and maps; these documents provide a refreshed perspective on land use, development, and transportation for the downtown area.

Background Summary:

The "2001 Auburn Downtown Plan" set a vision and strategies for a vibrant, compact, mixed-use urban downtown core. Over the past 20 years, Downtown Auburn has seen significant public investments and private development that have transformed several blocks within the downtown core into a strong, pedestrian-oriented center. While this Plan has been highly successful due to time, financial commitments, and contributions from the community, the City is now ready to plan for the next 20 years. The City of Auburn has prepared a new Subarea Plan, the "2024 Auburn Downtown Subarea Plan," and a Planned Action Ordinance (Ordinance No. 7006) for the downtown area. This new Subarea Plan responds to the changing conditions, community characteristics, and vision. It will replace the 2001 Auburn Downtown Plan by providing a refreshed perspective of land use, development, and transportation for the downtown area. This update also includes a Land Use Map amendment and Zoning Map amendment to expand the Downtown Urban Center (DUC) land use designation within the subarea and implement the new DUC Zoning Districts.

The Scoping Notice for the Environmental Impact Statement (EIS) was issued on October 5, 2022, and a 21-day comment period was observed. The scoping comment period ended on October 26, 2022. Subsequently, the Notice of Availability of Draft Environmental Impact Statement (DEIS) and Notice of Public Comment Period and Meeting were issued on September 25, 2024. The City held an open house at 6 p.m. PST, on October 15, 2024, in Council Chambers, and observed a 30-day comment period, during which no comments were received. The Notice of Availability of Final Environmental Impact Statement (FEIS) was issued on January 22, 2025, and the City did not take action for seven (7) days.

Pursuant to Revised Code of Washington (RCW) 36.70A, the 2024 Auburn Downtown Subarea Plan and EIS were submitted to the Washington State Department of Commerce on March 14, 2025. The 60-day notice period ended on May 13, 2025. Staff received comments from Commerce on May 14, 2025, related to anti-displacement policies and incorporated those comments into the 2024 Subarea Plan. The Subarea Land Use Map amendment and Zoning Map amendment were submitted to Commerce on October 8, 2025. Staff received comments from Commerce on October 21, 2025, regarding the map amendments and no further changes were needed at that time.

Staff has discussed the 2024 Auburn Downtown Subarea Plan, Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), and associated Land Use Map and Zoning Map amendments with the Planning Commission on August 5, 2025, and October 21, 2025.

A Notice of Public Hearing (NOH) was issued on October 24, 2025, and re-issued on November 21, 2025. Per Auburn City Code (ACC) 14.22.100, the following methods of noticing for the Planning Commission Public Hearing were conducted: a) the NOH was published in The Seattle Times on November 21, 2025; b) the NOH was posted in two general public locations (City Hall and City Annex); c) the NOH was posted on City's Public Land Use Notice webpage; and d) the NOH was mailed to all property owners within the subarea boundary shown in the 2024 Auburn Downtown Subarea Plan.

Staff received several public comments regarding the map amendments from property owners. The public comments and staff responses are included in Exhibit B. The Planning Commission held a Public Hearing on December 2, 2025, on the 2024 Auburn Downtown Subarea Plan, Appendix A and B, and the associated Land Use Map and Zoning Map amendments. The Planning Commission recommended the 2024 Auburn Downtown Subarea Plan, Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), and the associated Land Use Map and Zoning Map amendments to City Council for adoption.

Staff presented the proposed changes to City Council at Study Session on December 8, 2025.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 6997

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO PLANNING AND AMENDING THE CITY OF AUBURN COMPREHENSIVE PLAN BY ADOPTING A NEW SUBAREA PLAN ENTITLED THE 2024 AUBURN DOWNTOWN SUBAREA PLAN PURSUANT TO THE PROVISIONS OF RCW CHAPTERS 36.70A AND 35A.63 OF THE LAWS OF THE STATE OF WASHINGTON; DESIGNATING THIS PLAN AS GUIDANCE FOR EXERCISING THE CITY'S AUTHORITY UNDER THE WASHINGTON STATE ENVIRONMENTAL POLICY ACT (SEPA)

WHEREAS, the City of Auburn completed the last periodic comprehensive plan update December 2024 under Ordinance No. 6960 to comply with the Washington State Growth Management Act (GMA); and

WHEREAS, the downtown area is one of the adopted special planning areas, or subareas, identified in the City's Land Use Element of the Comprehensive Plan; and

WHEREAS, the City of Auburn adopted the most recent version of Auburn's Downtown Plan and Environmental Impact Statement (EIS) in 2001, which provided direction for the development of the downtown area over the past 20 years; and

WHEREAS, the "2001 Auburn Downtown Plan" set a vision and strategies for a vibrant, compact, mixed-use urban downtown core; and

WHEREAS, while the 2001 Auburn Downtown Plan has been highly successful due to time, financial commitments, and contributions from the community, the City is now ready to plan for the next 20 years; and

WHEREAS, the City of Auburn has prepared a new subarea plan, the "2024 Auburn Downtown Subarea Plan", a Subarea Plan & Planned Action EIS, and a Planned Action Ordinance (Ord. No. 7006) for the downtown area; and

WHEREAS, the 2024 Auburn Downtown Subarea Plan provides an updated vision for downtown that encourages more activity, housing, and economic development opportunities, and enhances livability in and around the subarea; and

WHEREAS, downtown Auburn is recognized as a Vision 2050 Regional Growth Center (RGC) by Puget Sound Regional Council (PSRC); and

WHEREAS, as a Vision 2050 RGC that contains a transit station, the land use policies and regulations should encourage population and employment growth; and

WHEREAS, the 2024 Auburn Downtown Subarea Plan satisfies the requirements of GMA for Auburn to plan forecasted growth and supports the goals of the Puget Sound Regional Council's (PSRC's) Vision 2050 and Transportation 2050 (T2050) regional plans; and

WHEREAS, a Scoping Notice for the EIS was issued on October 5, 2022 and the City observed a 21-day comment period. The scoping comment period ended on October 26, 2022; and

WHEREAS, a Notice of Availability of Draft Environmental Impact Statement (DEIS) and Notice of Public Comment Period and Meeting was issued on September 25, 2024. The City observed a 30-day comment period, during which no comments were received; and

WHEREAS, the City held an open house at 6 p.m. PST, on October 15, 2024, at 25 West Main St., Council Chambers, Auburn, WA; and

WHEREAS, a Notice of Availability of Final Environmental Impact Statement (FEIS) was issued on January 22, 2025. The City did not take action for seven (7) days following issuance of the FEIS; and

WHEREAS, pursuant to Revised Code of Washington (RCW) 36.70A, the 2024 Auburn Downtown Subarea Plan, the Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), were submitted to the Washington State Department of Commerce on March 14, 2025. The 60-day notice period ended on May 13, 2025; and

WHEREAS, City staff received comments from the Department of Commerce on May 14, 2025 and incorporated them in the 2024 Auburn Downtown Subarea Plan; and

WHEREAS, the downtown subarea land use map and subarea zoning map were also submitted to the Department of Commerce on October 8, 2025; and

WHEREAS, staff discussed the 2024 Auburn Downtown Subarea Plan, the Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), and associated land use map and zoning map amendments with the Planning Commission on August 5, 2025 and October 21, 2025, respectively; and

WHEREAS, a Notice of Public Hearing (NOH) was issued on October 24, 2025 and re-issued on November 21, 2025. Pursuant to Auburn City Code 14.22.100, the following methods of noticing for the Planning Commission public hearing were conducted: a) the NOH was published in the Seattle Times on November 21, 2025; b) the NOH was posted in two general public locations (City Hall and City Annex); c) the NOH was posted on City's Public Land Use Notice webpage; and d) the NOH was mailed to all property owners within the subarea boundary shown in the 2024 Auburn Downtown Subarea Plan; and

WHEREAS, Planning Commission held a public hearing on December 2, 2025 and provided a formal recommendation of the 2024 Auburn Downtown Subarea Plan, the appendices, and associated land use map and zoning map amendments.

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

Section 1. Amendment to City Code. The 2024 Auburn Downtown Subarea Plan, Subarea Plan & Planned Action Environmental Impact Statement (Appendix A), Baseline Report Final (Appendix B), and the associated land use map and zoning map amendments all of which are marked as Exhibit A are hereby adopted and approved by this reference as if fully set forth herein as a subarea plan amendment to the City of Auburn Comprehensive Plan. The written findings outlined in the November 14, 2025 staff report adopted by the Planning Commission and recommended to Council as set forth in Exhibit B, are adopted.

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

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

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

EXHIBIT A

2024 Auburn Downtown Subarea Plan Update

October 2025



Table of Contents

Acknowledgements	3
1 Introduction	1-1
Purpose	1-1
Process and Participation	1-2
2 Existing Conditions	2-1
Study Area	2-1
Overall Themes	2-7
Elements	2-11
Assets, Challenges, & Opportunities	2-15
3 Concept	3-1
Goals and Objectives	3-1
Urban Design Framework	3-4
4 Land Use & Urban Design	4-1
Regional Growth Strategy	4-2
Zoning Concepts	4-3
Urban Form	4-10
Green Buildings and Urban Resilience	4-16
5 Housing & Redevelopment	5-1
Housing	5-1
Redevelopment	5-7
Programs, Funding, and Incentives	5-18
Local Businesses and Displacement Risks	5-22
6 Transportation	6-1
Roadway Network and Safety	6-1
Active Transportation	6-11
Transit, Vehicle Circulation, and Parking	6-16
7 Parks & Public Spaces	7-1
Green Space	7-1
Public Space Opportunities	7-5
8 Utilities	8-1
Water and Sanitary Sewer Service	8-1
Stormwater Management	8-1
9 Implementation	9-1
Implementation Chart Key	9-1
10 Appendices	10-1

Select List of Maps

Map 2-1 Study Area	2-3
Map 2-4 Existing Zoning (prior to 2024 Comprehensive Plan update).....	2-6
Map 2-5 Existing Conditions and Character Areas in the Study Area.....	2-9
Map 2-6 Assets – Key Destinations and Gateways	2-16
Map 2-7 Challenges – Arterials and Circulation Barriers	2-18
Map 3-1 Concept Diagram	3-7
Map 4-1 Zoning Concept.....	4-411
Map 4-6 Updated Key Streets Map.....	4-11
Map 4-6 Proposed Updates to Pedestrian Streets	4-13
Map 5-1 Existing Multifamily Housing and Year Built.....	5-3
Map 5-2 Improvement to Land Value ratio	5-8
Map 5-3 Vacant and Redevelopable Parcels in the Study Area.....	5-11
Map 5-4 City-Owned Parcels in Downtown Auburn.....	5-13
Map 6-2 Safety	6-3
Map 6-3 Rail Network	6-8
Map 6-4 Freight Network.....	6-9
Map 6-5 Pedestrian Network.....	6-12
Map 6-6 Bicycle Network.....	6-13
Map 6-7 Active Transportation Recommendations.....	6-14
Map 6-7 Transit Service	6-17
Map 6-9 Parking	6-20
Map 7-1 Park and Open Space Improvements	7-2

List of Tables

Table 1-1 Summary table of engagement feedback.....	1-2
Table 4-1 2024 Auburn Downtown Plan Anticipated Growth 2021-2044.....	4-1
Table 6-1 Planned Transportation Projects for Downtown Auburn	6-6
Table 9-1 Implementation Summary Table	9-2

Acknowledgements

Land Acknowledgement

The City of Auburn acknowledges the area covered by the Downtown Plan on the ancestral and contemporary lands of the Muckleshoot Indian Tribe. They have stewarded the land since time immemorial. The City of Auburn recognizes the generational harm done to the Muckleshoot people on the Salish lands through colonization and commit to ensuring that our governmental partnerships recognize the continued vibrancy of their culture and honor their sovereignty.

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Many thanks to all members of the City of Auburn community who offered their time to provide feedback and help guide the direction of this plan.

1 | Introduction

Purpose

The 2001 Auburn Downtown Plan (2001 Auburn Downtown Plan) set a vision and strategies for a vibrant, compact, mixed-use urban downtown core. Over the past 20 years Downtown Auburn has seen significant public investments, as well as private development, that have transformed several blocks within the downtown core into a strong, pedestrian-oriented center.

This 2024 Auburn Downtown Subarea Plan Update (2024 Downtown Plan) builds on the vision and framework of the 2001 ADP vision, refining it where needed to accommodate growth through compact, pedestrian- and transit-oriented development, and ensure alignment with current City policies and community needs and priorities. These refinements include:

- Expansion of Downtown north of 3rd St NE so that the city can accommodate additional growth and retain the Regional Growth Center (RGC) designation from the Puget Sound Regional Council (PSRC).
- Expand and improve multimodal connections to align with the City's current policies and plans.
- Providing more space for housing within downtown, to align with the strategies established by the City's recent Housing Action Plan (HAP) and Housing Action Plan Implementation (HAPI) projects.

The City of Auburn received Transit-Oriented Development Implementation (TODI) grant funding from the Washington State Department of Commerce for the 2022-2023 Biennium to assist with this process. The goal is to adopt a subarea plan pursuant to RCW 43.21C.420, and a Planned Action Environmental Impact Statement (EIS) pursuant to RCW 43.21C.440(1)(b)(ii). This plan's horizon year is 2044, consistent with the Periodic Comprehensive Plan update that was adopted at the end of 2024.

The 2024 Downtown Plan was developed concurrent to the 2024 Periodic Comprehensive Plan update. Some background information shown in this plan refers to the earlier Comprehensive Plan content, as this was the adopted plan at the time the 2024 Downtown Plan was developed. Staff coordinated the two processes to ensure alignment. The City plans to update zoning within downtown following the adoption of the 2024 Auburn Downtown Plan Update, and will amend the Comprehensive Plan in subsequent updates.



Cover image from the original Auburn Downtown Plan (2001).

Process and Participation

Public engagement has included video-conference meetings with community stakeholders, an online survey, and an information booth at the Farmer's Market to gather community-wide feedback on the plan.

Table 1-1 Summary table of engagement feedback

Event	Date	Topics Covered and Key Feedback
City Council Update	March 2022	Staff provided an overview of Downtown Plan Update with City Council
Planning Commission Update	June 2022	Staff update on planning process, Comprehensive Plan alignment, and regional requirements for Regional Growth Centers.
Interview – Agencies and Property Owners	July 2022	- Many see the downtown as in a good point of transition – still work to do, but has good investments, and is well-poised for future. - Would like more activity in downtown - more things to do, more options for transit, food, etc. - MultiCare expansion and ST parking garages – will be important to coordinate. - Safety and security challenges are important to ensure downtown stays livable - MultiCare – employees have gaps in places to get food, places to sit outside, and safety security issues, particularly at off-hours and at night, and transit schedules...existing options don't align with shifts. - Want more focus on multimodal access/investments and ways to make downtown more active and livable - KC Metro is developing plan for new routes...might be important to circle back on that. - Bike infrastructure is lacking - Want to stay connected to the city's industrial and agricultural heritage and sense of place as city develops further.
Interview – Development Community and Housing Advocates	July 2022	- Safety and security has been a challenge and is important to consider - Need for more diverse housing options and affordable housing - Open to development and expansion of housing in areas within the study area. - Downtown as a gathering place for larger community – community aspect.

Event	Date	What we learned
Interview – Business Community	July 2022	▪ New commercial spaces aren't affordable to existing businesses. ▪ Downtown as a gathering place is important for the vision. Needs to be more activity, and things to do. ▪ Arts is a big focus for the downtown – looking at artistic bike racks, murals on buildings, etc. ▪ Some businesses keep doors locked even during business hours – improving comfort and safety is important. ▪ More residents downtown is very helpful to businesses. ▪ Liked some of the public space uses that occurred during COVID (outdoor seating, etc.) Would like to see some of that continue, even at a small scale. Main Street is a key focus for that. ▪ Would like to see a green space downtown – for recreation, family activities, also place for people to take pets. (Dog waste is sometimes a challenge.) ▪ Lighting improvements – buildings, catenary lights, ways to make downtown feel brighter, welcoming and safer at night. ▪ Streetscape improvements – mid-block crossings and bike rack improvements. ▪ Recent heat waves have impacted business – people are less likely to come Downtown in extreme heat.

Event	Date	What we learned
Farmer's Market Engagement	August 2022	- More affordable housing is needed, including senior housing and dense housing near accessible transit. - Greater home ownership opportunities are desired. - Affordable commercial/retail spaces are needed to expand business or move to a more central location - More food options in downtown would benefit workers and visitors, especially those working at MultiCare Auburn Medical Center. Fires on Main Street were a big loss. - New development is pushing existing businesses out - More shopping and retain destinations would make me go downtown more often. - Rents for new mixed-use buildings are too high for local businesses. - Concerned about property theft, illicit activities in downtown. Want it to be welcoming and safe. - Downtown green space and lunch space is desired. - More open space for kids to play. - Increasing trees in and around downtown has a lot of benefits. - Downtown needs a swimming pool. - So much harder to park these days. More parking for vehicles and secure bike parking for transit users is needed. - East-west multimodal connections to Sounder are very limited. - Would like a more walkable downtown. - Improved bike lanes for downtown core are needed. - Public transit is very important. - Arts and green space are important. - Main Street is important as a cultural destination. Theatre and Farmers Market are attractions. - More gathering/celebration space for diverse community is needed. - Would like a growing downtown that retains hometown vibe.



L: Farmer market engagement, August, 2022

Event	Date	What we learned
Planning Commission Presentation	December 2022	Consultant team provided an update on findings from early analysis and shared early drafts for DEIS Alternatives
City Council Update	November 2023	City Council coordination on alignment between Downtown Plan and Comprehensive Plan land use and housing assumptions
Planning Commission and City Council	March to November 2023	Coordination with Planning Commission and City Council on incorporating draft Plan recommendations into Comprehensive Plan
Online Survey 9 responses	Summer 2021-2023	Where do you go Downtown and why? - MultiCare, Merrill Gardens, Shopping, Main Street for Shopping, Haircuts, Eat and Drink on Main Street, Visit shops and eateries in the area – would love more variety, Work, Doctor Appointments, Driver’s Education, Commuting, Grocery Shopping In 3-5 words, describe what you like best about Downtown Auburn - Old buildings, Walkable streets (mentioned 3 times), Good bones, Shop variety, potential, Businesses In 3-5 words, describe what you like best about Auburn overall - Location, Rolls with the punches, Potential, Flat, Quaint, the People, Freeway and Highway access “I wish Downtown Auburn...” - Would have more disc golf and pickle ball, had more businesses, was safer for others, had less empty spaces below the apartments, had more life to it, had less abandoned businesses between Auburn Way and Downtown, Was more people oriented “I wish Auburn...” - Would update the look of old buildings, Had a downtown like Sumner’s, Would be a little more transparent, Would remove homeless, Was more booming and had things do to, Less drug use, Was more people oriented

2 | Existing Conditions

This section introduces the study area and describes the key themes and findings that were identified by a review of existing conditions for the 2024 Downtown Plan and Planned Action EIS (EIS). The full Baseline Report, was first developed in 2023 and partially updated in 2024, and is attached to this document as Appendix A. Content from the baseline report was updated during the drafting of the 2024 Downtown Plan and EIS.



Study Area

The City of Auburn Downtown Subarea is a unique and diverse area that includes a mix of land uses, neighborhoods, commercial areas, and architectural styles. Existing (2024) land use and related designations in the study area include:

- Downtown Subarea is an adopted area in the comprehensive plan that aligns with the Regional Growth Center. This area includes a variety of land use and zoning types.
- Regional Growth Center (RGC) is one of the Centers designations provided by Puget Sound Regional Council (PSRC). Downtown was first designated a Regional Growth Center in 2003 and is now considered an Urban Regional Growth Center, following the PSRC's Regional Centers Framework Update in 2018. To maintain this designation, the City must accommodate levels of residential and employment density.

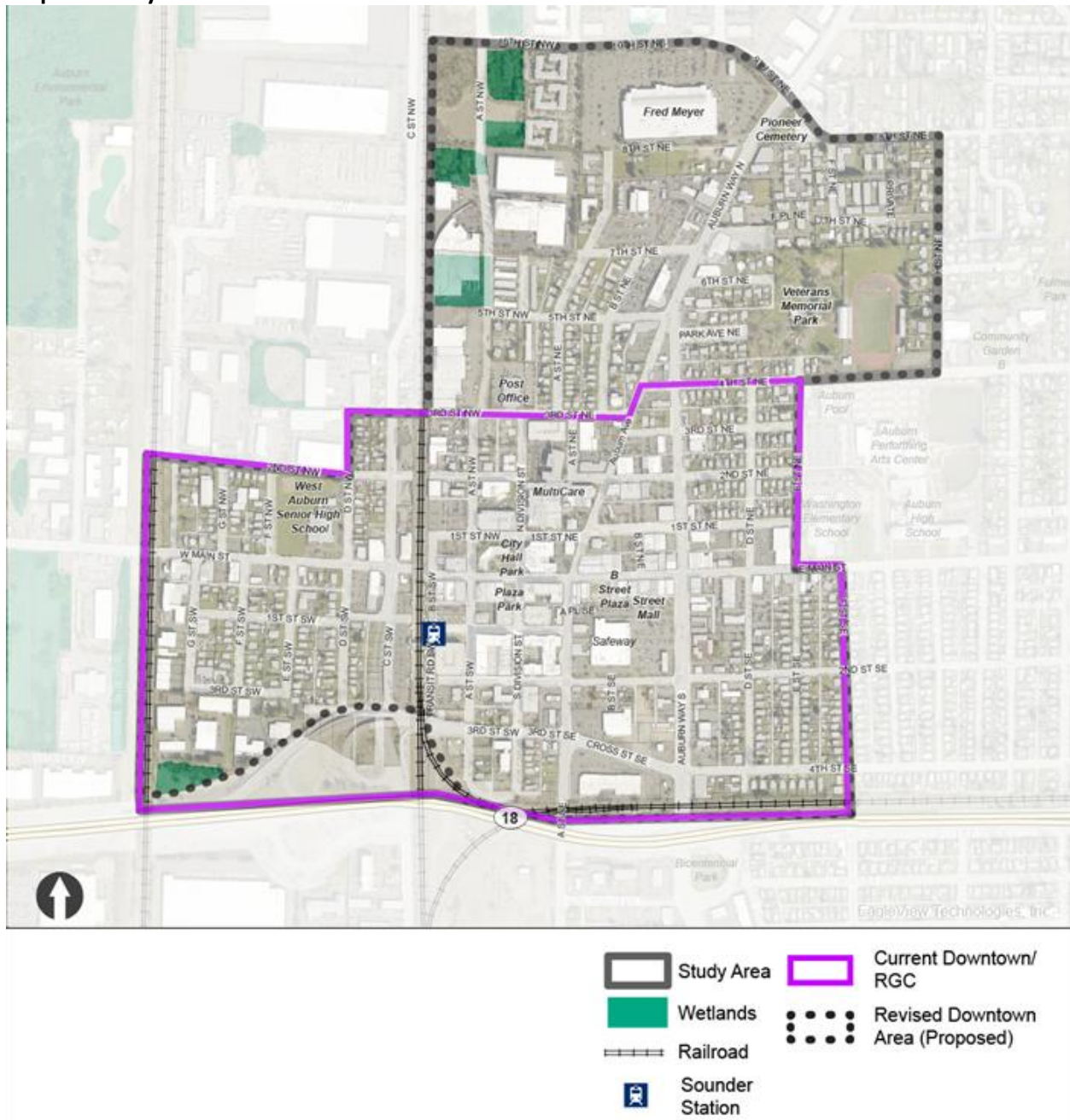
- The Downtown Urban Center (DUC) land use designation in the comprehensive plan that applies to much of the Downtown Subarea. It is implemented by a variety of zoning types including R-7, R-20, M-1 Light Industrial, and Downtown Urban Center (DUC) zone which was intended to create a strong identity of downtown Auburn.

The 2024 Downtown Plan studied an area larger than the current boundary of the Downtown Subarea/RGC to assess new opportunities for residential and commercial growth that align with regional transportation investments. This study area, which is 376 acres total, includes the current downtown Subarea/RGC area, but expands north to 10th St NE and 8th St NE, and east to H St NE. The Union Pacific Railroad and Interurban Trail corridor comprises the western border while the eastern border is defined by H St NE, 4th St NE, and E St NE.

The 2024 Downtown Plan proposes a Revised Downtown Area (Map 2-1,) and recommends updating the existing RGC to align with the Revised Downtown Area. PSRC oversees RGC boundary changes. Following the adoption of this plan, the City will coordinate with PSRC to determine the extent of RGC boundary updates.

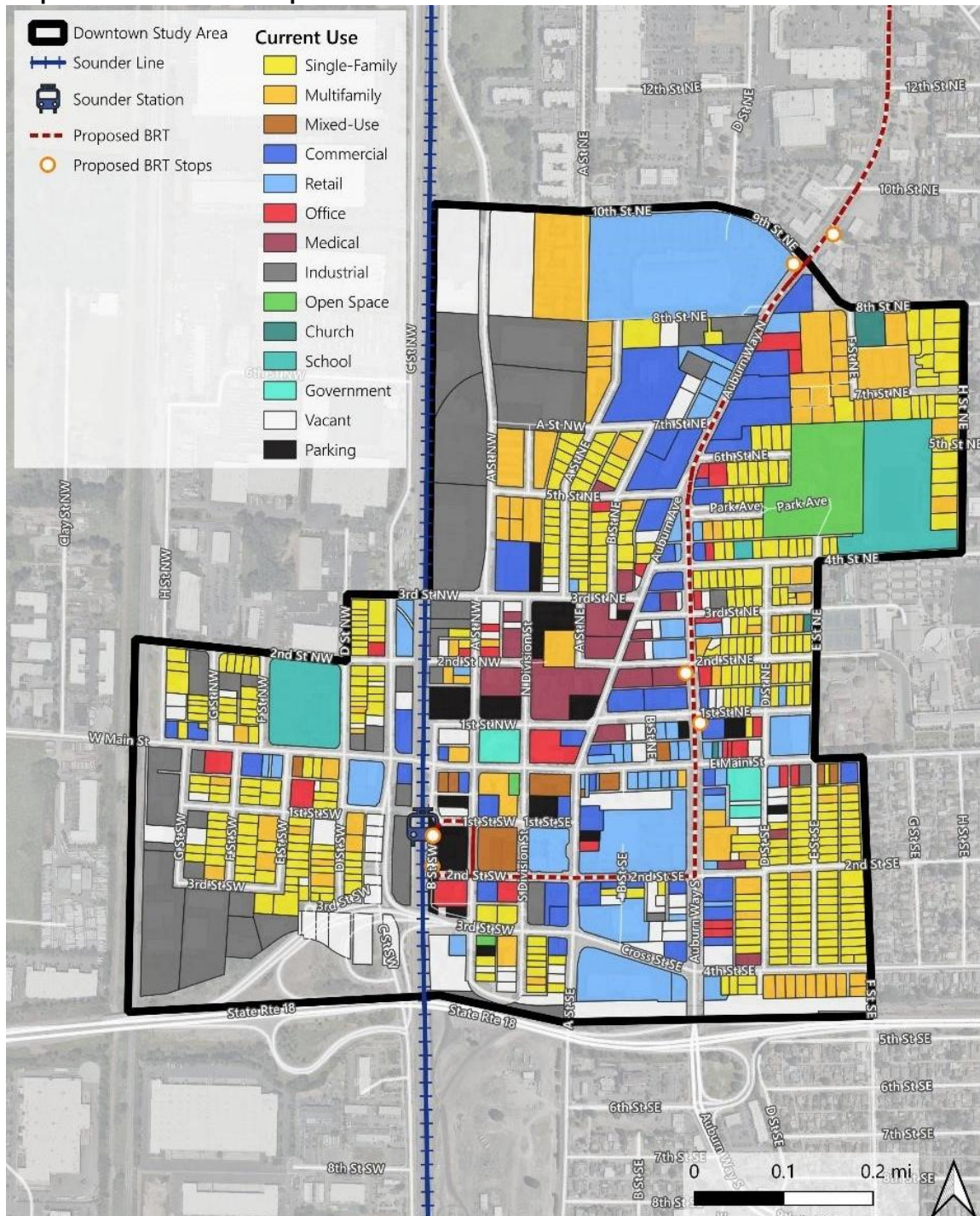
Current uses in downtown and existing zoning are shown on Map 2-2, and Map 2-3 on the following pages.

Map 2-1 Study Area



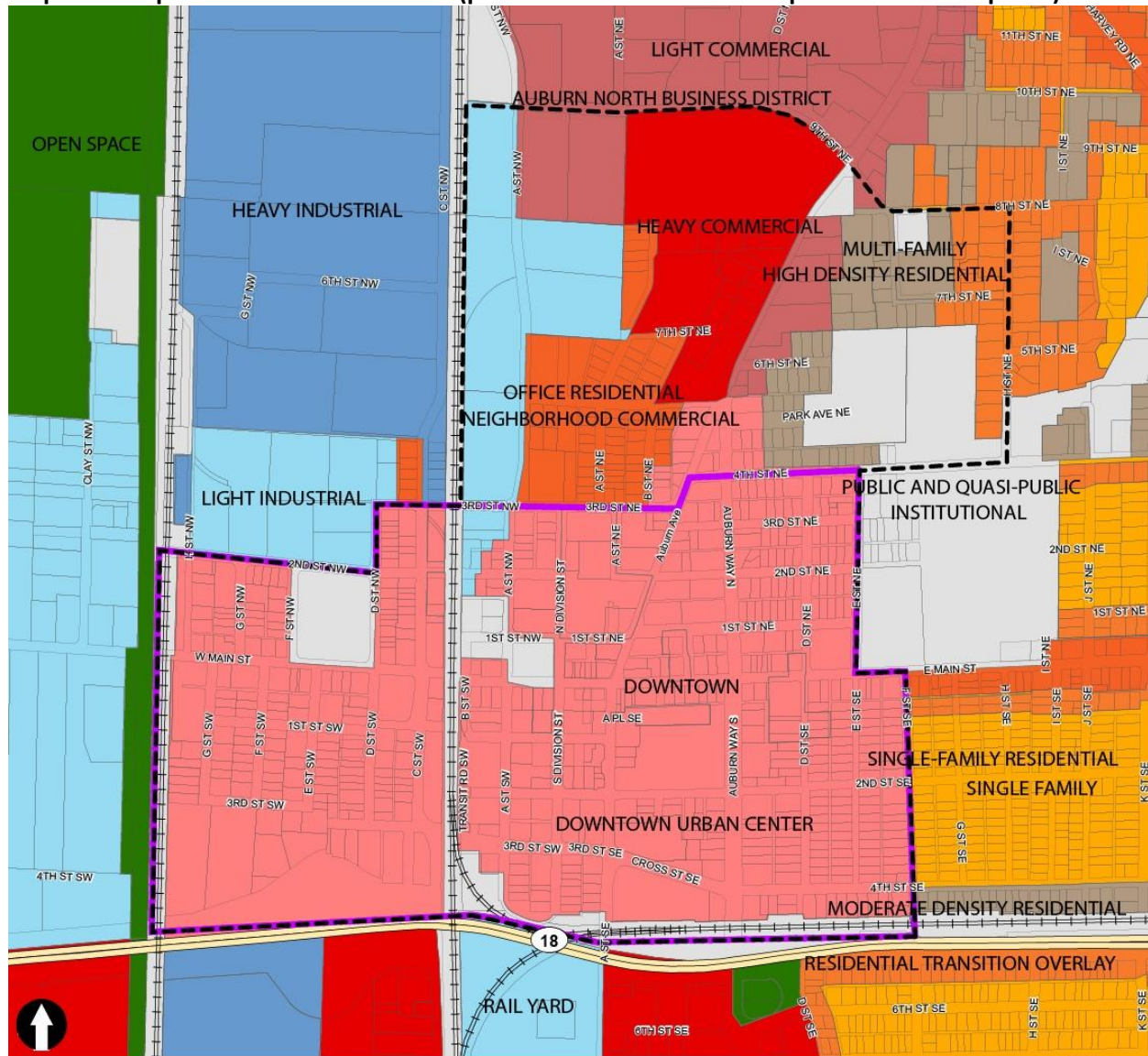
Note: Wetlands shown reflect pre-2025 inventory, and may not represent current conditions.
Source: MAKERS (City of Auburn GIS data).

Map 2-2 Current Use of Properties



Source: Leland (King County Assessor data).

Map 2-3 Comprehensive Plan Land Uses (prior to December 2024 Comprehensive Plan update)

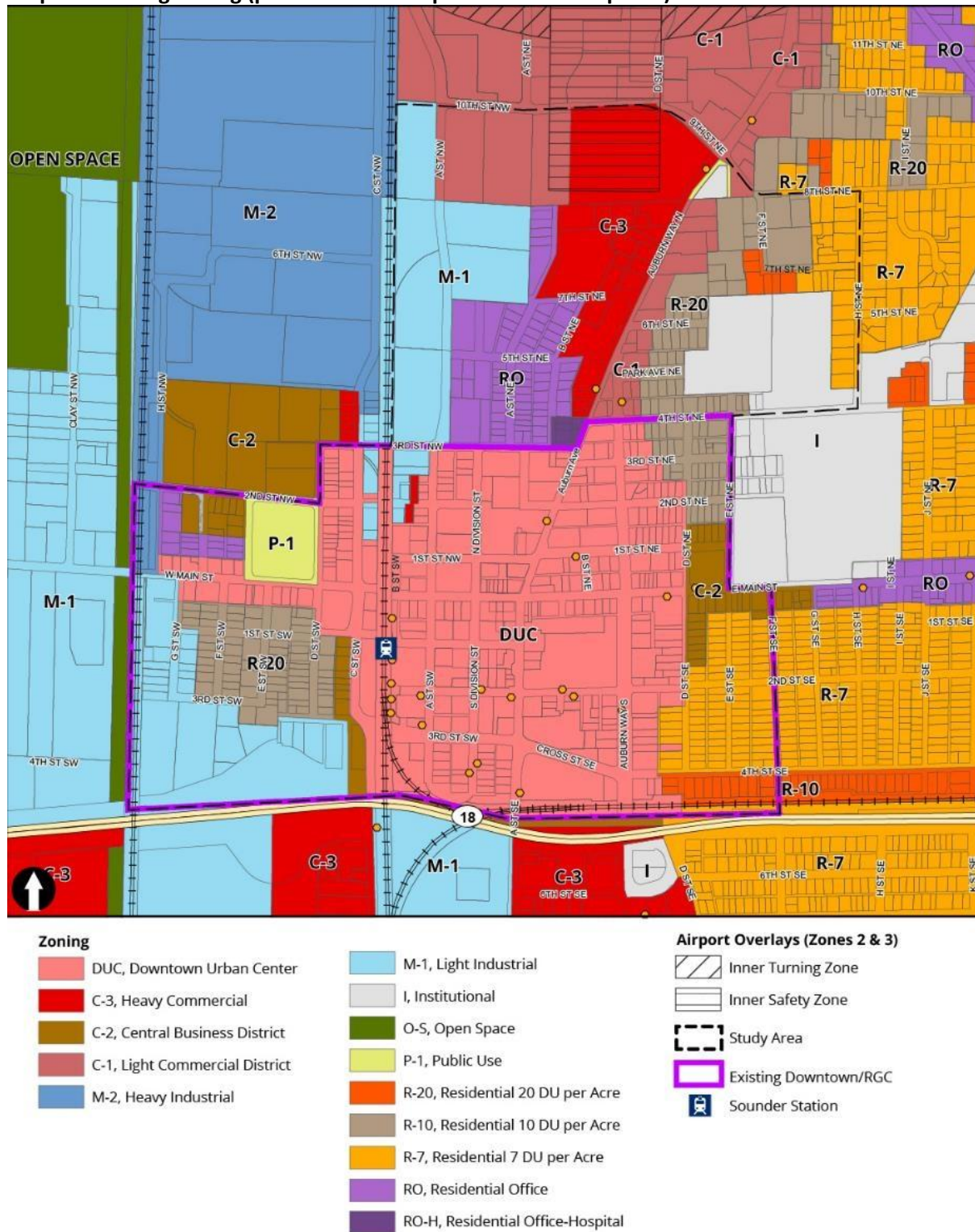


Land Use

ACADEMY	LIGHT INDUSTRIAL	PUBLIC AND QUASI-PUBLIC
AUBURN NORTH BUSINESS DISTRICT	MODERATE DENSITY RESIDENTIAL	RAIL YARD
DOWNTOWN	MULTI-FAMILY	RESIDENTIAL TRANSITION
DOWNTOWN URBAN CENTER	NEIGHBORHOOD COMMERCIAL	RESIDENTIAL TRANSITION OVERLAY
HEAVY COMMERCIAL	NEIGHBORHOOD COMMERCIAL OVERLAY	SINGLE FAMILY
HEAVY INDUSTRIAL	NORTHEAST AUBURN	SINGLE-FAMILY RESIDENTIAL
HIGH DENSITY RESIDENTIAL	OFFICE RESIDENTIAL	Study Area
INSTITUTIONAL	OPEN SPACE	Current Downtown / RGC
LIGHT COMMERCIAL	PAA PIERCE COUNTY	Railroad
		Auburn limits

Source: MAKERS (City of Auburn GIS data).

Map 2-4 Existing Zoning (prior to 2024 Comprehensive Plan update)



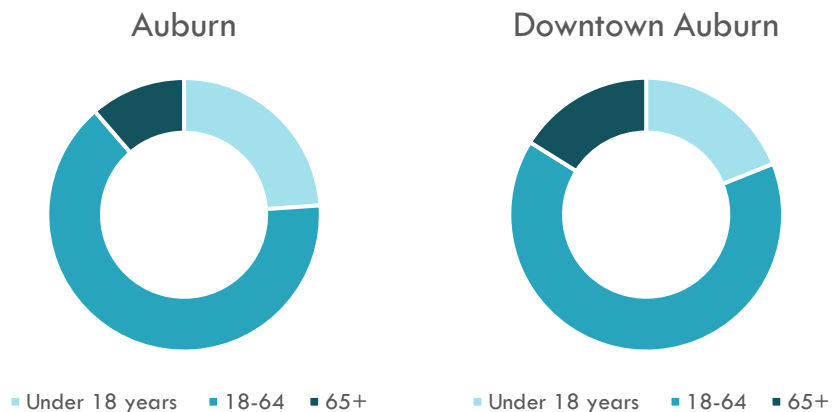
Source: MAKERS (City of Auburn GIS data).

Overall Themes

The following overarching themes emerged as key challenges and opportunities for Downtown Auburn, impacting many locations throughout the study area. Map 2-5 on page 2-9 illustrates how the plan defines character areas within the study area.

Demographics and Socioeconomics

Auburn is a historically blue-collar city and the majority of jobs and job growth in the past 20 years has been in manufacturing, though few of these jobs are in the downtown area. The downtown area accounts for around nine percent of all jobs in the city. The population of the downtown study area is moderately older than the citywide population and contains several large senior housing developments.



SOURCES: ACS 5-year estimate, 2022; ACS, Census Tract 306 and 305.1

Retail jobs make up the largest share of jobs in the study area, at 21.6 percent. The health care sector accounts for another 20.5 percent of downtown jobs, and the MultiCare Auburn Medical Center (MultiCare) is the largest employer in the study area with 635 employees.

Recent Growth and Development

Auburn's population has grown significantly since the 1980s. PSRC forecasts a population increase of about 20 percent for the next two decades in Auburn. Development in Downtown Auburn has taken place within a small part of the downtown core, and the majority of the development has been housing over some ground floor commercial space.

Market Conditions

Although information and technology jobs are growing the fastest, driven by Seattle's dominance in tech industries, health care and government are both expected to add significant numbers of jobs in the coming years regionally. Auburn's existing cluster of medical facilities makes the downtown well positioned to take advantage of this regional trend.

Increasing Activity

Recent development has started to revitalize downtown, but more work is needed to make it a mixed-use urban center. The need for more things to do downtown and a focus on making the area feel welcoming and safe was common feedback from early engagement with stakeholders and community members.

Thriving Business Center

The 2024 Downtown Plan should continue to invest in and promote downtown as a thriving business center, with a mix of commercial uses and opportunities. Commercial displacement risk may also be a challenge for some existing businesses.

Multimodal Access

Multimodal access challenges include limited separated bike infrastructure, wide arterial streets with long crosswalks, and streets with five-foot-wide sidewalks that may or may not have a planter strip. Upcoming RapidRide service along Auburn Way N will provide opportunities to improve transit access.

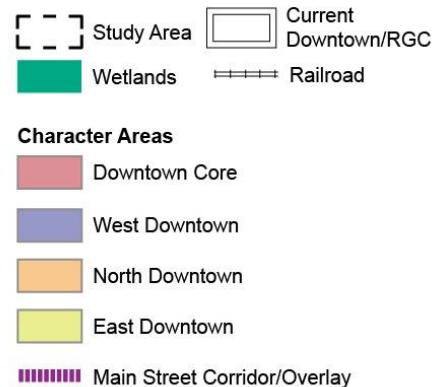
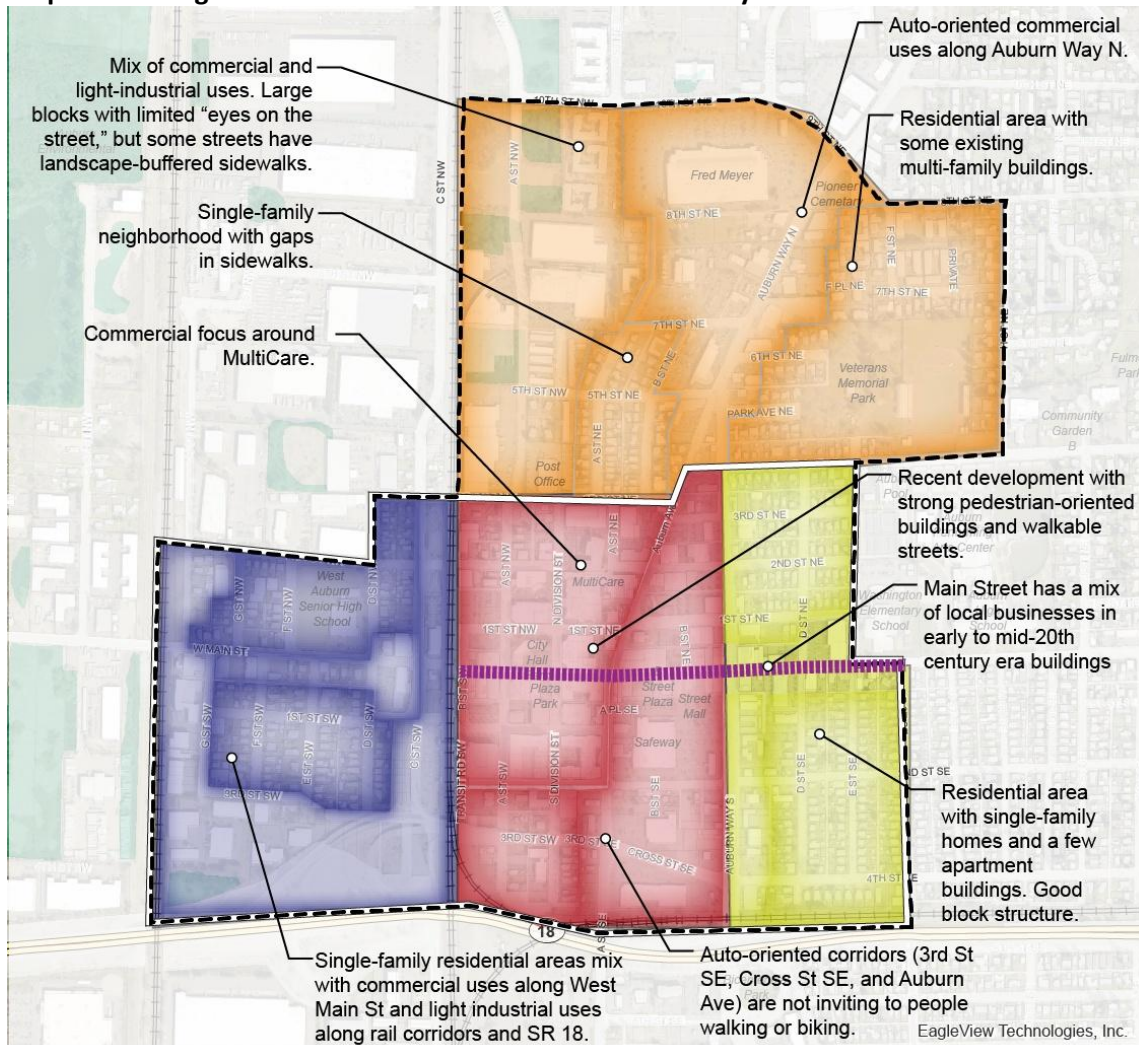
Arts and Cultural Public Investments

The City's plans for new opportunities at the Postmark Center for the Arts and the Auburn Ave Theater provide a new cultural and community gathering space within downtown and help revitalize Main Street.

Housing and Affordability

Housing affordability is a key challenge for communities throughout Washington State. The 2024 Downtown Plan should create opportunities for new and diverse housing types throughout downtown. PSRC has also indicated elevated risks of displacement within the study area and a diverse overall community.

Map 2-5 Existing Conditions and Character Areas in the Study Area



SOURCES: MAKERS (City of Auburn GIS data).

Assets and Opportunity Areas

- Main Street is unique within Auburn and an asset to the overall downtown area. Programs to help property owners improve facades and make building improvements could continue revitalization efforts. The area also has many existing small businesses, and some have struggled to find affordable retail space in newer buildings.
- MultiCare is a major employer and anchor within Downtown Auburn. Future expansion plans may continue to develop around this hub.
- The West Downtown area has been considered part of Downtown in past planning cycles, but there are both access and market challenges for significant future development.
- Expanding to North Downtown could allow for Transit-Oriented Development (TOD) opportunities around upcoming Rapid Ride line. There are some large parcels and development opportunities in that area.



Growth Capacity

Downtown Auburn should provide adequate growth capacity to retain the Regional Growth Center (RGC) designation. Expanding the existing RGC boundary may allow the city to provide more opportunities for population and job growth while also aligning with plans for new frequent bus service.

Elements

The review of existing conditions also identified the following information relevant to the elements and key topics included in this plan.

Land Use

- There are pockets of auto-oriented commercial uses throughout the study area that provide opportunities for higher-density development.
- Other City-owned properties, such as surface parking lots, could offer additional sites for new development, or could continue to serve as surface parking.
- There are several large and mid-size commercial properties in downtown that could redevelop within the timeframe of this plan.
- About a quarter of downtown housing units in the study area are single-family homes, and a third of housing units are in large developments of 50 units or more.
- The downtown study area population is classified by PSRC as having a higher risk of displacement due to redevelopment.



Some typical patterns of land use in downtown Auburn.

Urban Form and Open space

- There is limited open space and tree canopy cover in the study area, connections to assets like Veteran's Memorial Park require people walking and biking to cross busy arterials. Downtown would benefit from more green open space and access to shade to reduce urban heat.
- Redevelopment within the Downtown Subarea areas has delivered a strong pedestrian built-environment within the downtown core.

- The pedestrian experience of downtown is mixed. Newly updated streets meet standards and support good pedestrian circulation. Some older streets do not meet current standards for sidewalk width and some arterial streets have minimum five-foot-wide sidewalks without planter strips.
- A safety analysis found that some Principal Arterial and Arterial streets, which carry higher numbers of vehicles, have higher numbers of collisions.
- Increasing activation through groundfloor commercial uses, events, creative streetscape uses/programs, and/or linking of public space and streetscape improvements is an important opportunity. Groundfloor spaces in newer developments have been slower to fill.
- There are two public high schools and one public elementary school located in or adjacent to the study area.
- The highly developed context of downtown Auburn limits natural environment processes within the study area. Redevelopment could offer opportunities for green stormwater infrastructure, urban trees canopy cover, parks and green open spaces, and other elements of green infrastructure.
- Downtown Auburn does not appear to be at elevated risk from riverine flooding, though stormwater flooding may present some challenges.
- There are wetlands in the northwest portion of the study area. Wetlands shown in this plan reflect the pre-2025 inventory, and some are impacted by development. Redevelopment of other areas of North Downtown could provide an opportunity to enhance overall ecological conditions.
- Urban heat is a challenge for the Downtown area. Lack of shade leads to higher temperatures, which can be very challenging for vulnerable populations (seniors, low-income, etc.)
- Air pollution sources from arterial and rail corridors should be considered when locating new housing.



L: landscaped plaza at Auburn Station. R: roses at a legacy house near SR 18.

Transportation

- The transportation analysis found that traffic impacts from land use changes proposed in the 2024 Downtown Plan could be mitigated by making improvements in key locations. The City will monitor change and consider future improvements as redevelopment occurs. See EIS for more details.
- There are several projects in and around the Downtown Subarea, such as the Sound Transit construction of a new parking garage to accommodate parking demand for Sounder rail line riders.
- The Downtown Subarea has adequate sidewalk presence, but sidewalks are varying in age and conditions. There are limited class II and class I bikeways¹ in the city, but the downtown area is in proximity to regional trails. There are also principal and minor arterials and freight rail lines running through the study area boundary.
- The City does not administer transit service. Sound Transit, King County Metro Transit, Pierce Transit, and Muckleshoot Tribal (MIT) Transit provide bus service. The city also has Sounder rail service, operating on the north/south BNSF rail line, provided by Sound Transit.
- Finally, parking is offered through on-street public parking, off-street public parking, and off-street private parking.



L: cyclist riding on the sidewalk past City Hall plaza. R: Metro DART bus at Auburn Station.

¹ This refers to the definitions for Biking LOS standards that the city is using for the 2024 Comprehensive Plan update. Class II bikeways are generally bicycle lanes in the roadway but separated from vehicular traffic. Class I bikeways are bicycle facilities that are outside the roadway and are usually separated from roadway traffic by curbing, landscaping, buffer hardscaping, or physical barriers.

Utilities and Stormwater

- The Water System Plan developed for the 2024 Comprehensive Plan Update considered land use changes consistent with the 2024 Downtown Plan. Though the downtown area generally has adequate water service and can meet future demands, water system improvements were identified in the Water System Plan to address specific deficiencies over the planning period. The City will continue to monitor service needs in downtown as development occurs.
- Sewer lines run in alleyways throughout much of the downtown area, which can limit the type and size of development that can occur without moving these facilities.
- The City has regulations that must be adhered to in terms of utilities and stormwater. The City's Storm Drainage Utility coordinates the City's municipal NPDES permit compliance efforts and leads efforts to manage flooding in the city. To effectively plan for future activities and improvements for the storm drainage system, the City has undertaken comprehensive planning efforts specific to stormwater management that go beyond regulatory compliance.
- The City identifies the northeastern part of the Downtown study area – generally east of Auburn Ave. and north of Main St. – as within the City's Groundwater Protection Zone 1, where infiltration of stormwater runoff from pollutant generating surfaces is not allowed without enhanced treatment and approval from the City Engineer, per the City's SWMM.
- Proposed development and growth should take into consideration potential adverse impacts to stormwater from potential increases in impervious surface.
- Public utilities should be upgraded and increased as necessary to accommodate growth and development.
- Attention to proper monitoring of water quality is crucial to public health and safety.



Assets, Challenges, & Opportunities

This chapter describes existing assets and the challenges this plan addresses. Also see Appendix A: Baseline Report for additional detail. The following lists are not meant to be exhaustive but represent the range of downtown Auburn’s unique features.

Assets

Key Destinations and Neighborhoods

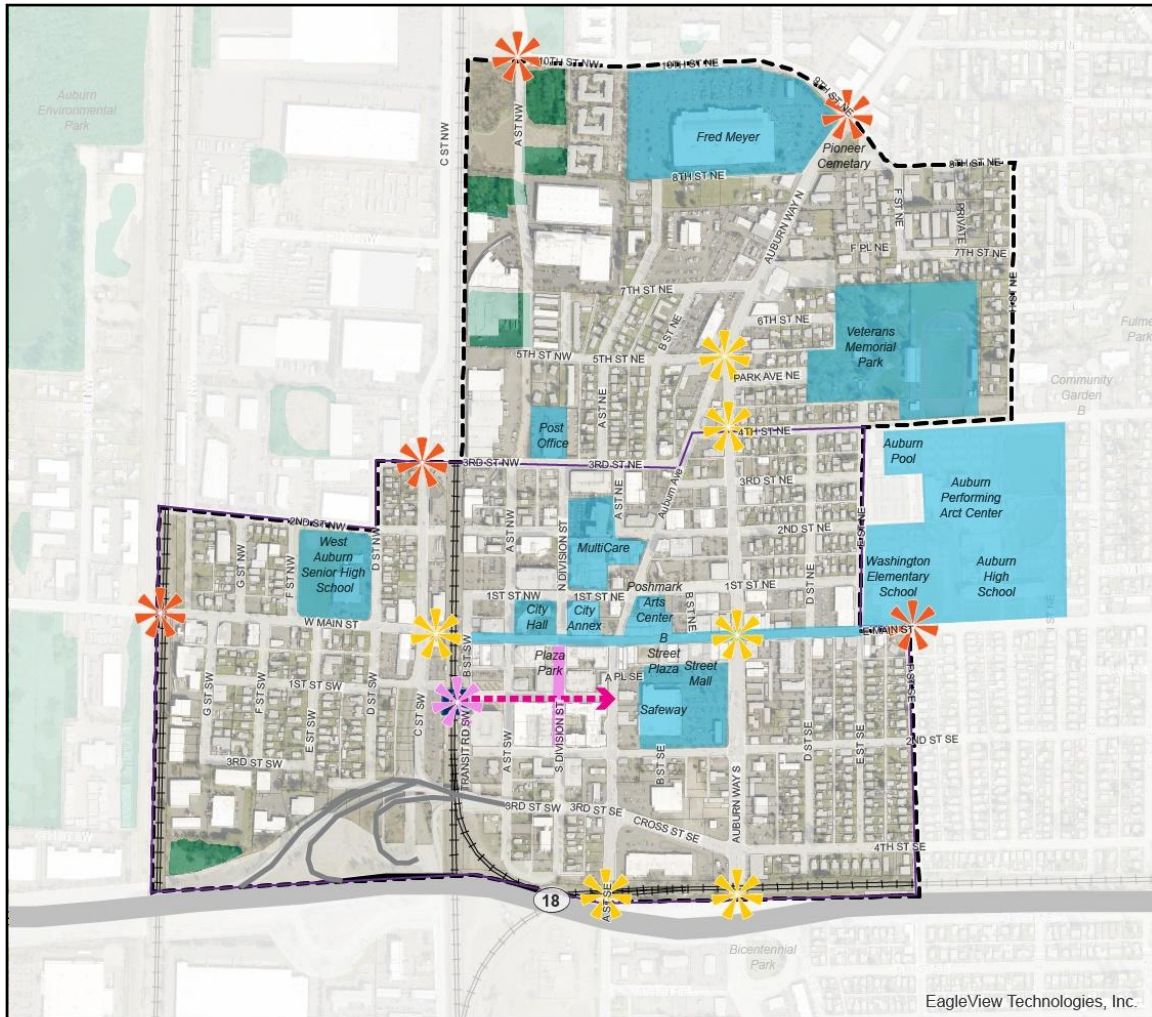
- Compact, pedestrian-oriented Downtown Core
- Downtown public plazas
- Main Street
- Division Street “Promenade” from 3rd Street SE/SW to Main Street
- MultiCare employment hub and medical services
- Multiple grocery stores: Safeway, Fred Meyer, smaller groceries
- City Hall & Annex
- Local businesses (East Main and other locations)
- Veterans Memorial Park
- Proximity to local services and amenities
 - Multiple Schools: West Auburn High School, Auburn High School, Washington Elementary School
 - Auburn Performing Arts Center (APAC)
 - Postmark Center for the Arts
 - Les Gove Park and Farmer’s Market
 - Auburn Pool
 - Auburn Theater (design work underway as of early 2025)

Transit Access

- Auburn Transit Station
- Sounder commuter rail service
- Metro, Pierce Transit, Sound Transit, and MIT Transit Bus service
- Rapid Ride I Line – upcoming



Map 2-6 Assets – Key Destinations and Gateways



- | | |
|----------------------------------|---------------------------|
| Study Area | Current Downtown/RGC |
| Wetlands | Key Destinations |
| Downtown Entry Point | Division Street Promenade |
| Other District Entry Point | Pedestrian Opportunity |
| Pedestrian Entry Point (Sounder) | |

Source: MAKERS

Challenges

Circulation Challenges and Barriers

- Multiple arterial streets
- Railroad corridors divide downtown
- Sidewalk gaps and older sidewalks that do not meet current standards (Auburn Engineering Design Standards for Downtown Sidewalks, 10.09.01)

Housing and Economic Development

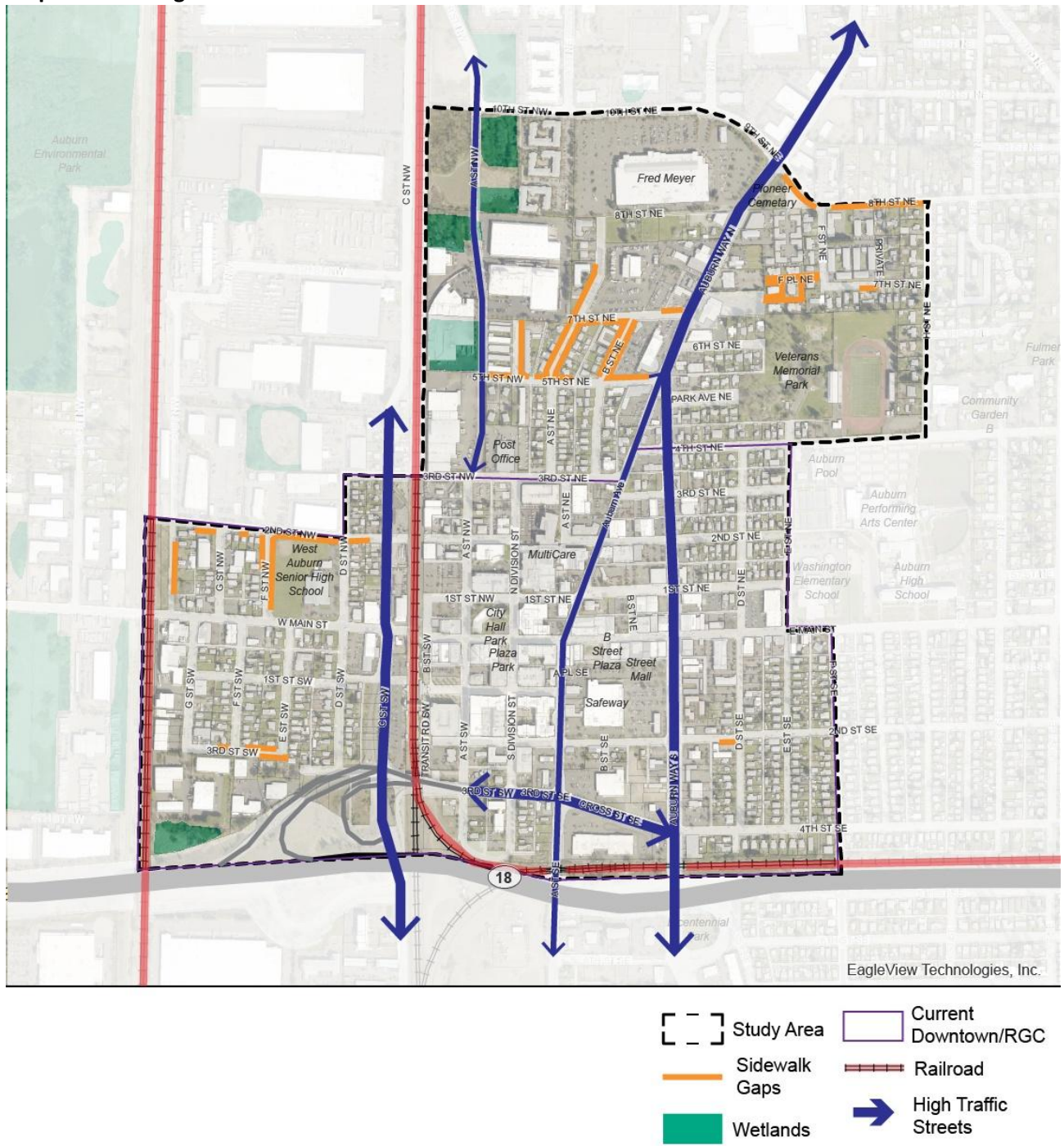
- Commercial space affordability
- Ensuring downtown is safe and welcoming
- Increase affordable housing
- Additional lighting on buildings and aesthetic light treatments to enhance downtown

Public Space

- Lack of parks downtown
- Low activation of existing public spaces



Map 2-7 Challenges – Arterials and Circulation Barriers



Source: MAKERS

Opportunities

Arts, Culture, and Community

- Arts and entertainment node and/or creative district around the former Auburn Avenue Theater site
- Encourage new restaurants and things to do throughout Downtown, especially in the Downtown Core
- Potential for more “craft” industrial uses in West Downtown
- Make greater use of pedestrian-oriented and festival street layouts
- Dedicated food truck locations that can serve downtown workers, commuters, and visitors
- New park space
- Highlight gateways into Downtown



Housing and Development

- Potential for more mixed-use development opportunities in North Downtown adjacent to RapidRide.
- Encourage missing middle housing types and small apartments in residential zones in horizontal and vertical building configurations.
- Provide flexibility in ground floor commercial space to temporarily accommodate housing while spaces are being filled.



Transportation

The plan is exploring the transportation improvements identified in the list below.

- 2024-2029 Transportation Improvement Program Projects (see Planned Transportation Projects for Downtown Auburn on page 6-6)
- Other transportation improvements the 2024 Downtown Plan recommends include:
 - Pedestrian and streetscape improvements on Main St Corridor (i.e. streetscape and/or traffic improvements.)
 - Implementing planned bike routes
 - Improving ped/bike crossings in key locations
 - Improving E-W bike circulation
 - Addressing sidewalk gaps in key areas



Economic Development

- Opportunity to increase employment options in the Downtown Subarea
- Amend MFTE benefits to require activation of ground floor or other commercial space as part of mixed-use development
- Create spaces for small business and new startups in downtown
- Encourage neighborhood scale commercial development in residential areas



3 | Concept

Goals and Objectives

The following goals and objectives guide the content and recommendations of this 2024 Auburn Downtown Plan Update.

Land Use and Economic Development

Goals

1. Create new and diverse housing and employment options throughout Downtown Auburn.
2. Promote a thriving business community.
3. Provide sufficient future growth capacity to retain Auburn's Regional Growth Center designation.
4. Activate downtown through increased housing and employment options, recreational activities, and open space.

Land Use and Economic Development Objectives

- a. Expand Downtown boundary north of 3rd St NE and create a new mixed-use hub along Auburn Ave to provide more growth and redevelopment opportunities.
- b. Create an Arts and Culture hub at Auburn Ave and E Main St to provide a new cultural and community gathering space within downtown and help catalyze redevelopment.
- c. Encourage a hub of medical and wellness to better define the area around MultiCare Auburn Medical Center.
- d. Promote affordable commercial spaces.
- e. Encourage new restaurants and shops to open or relocate to Downtown.
- f. Retain the human-scale character of the Main St corridor, while supporting infill redevelopment. Implement/expend building façade improvement program to encourage updates to existing buildings.
- g. Promote and/or invest in public realm improvements (park and open space, streetscape activation and enhancement, lighting, etc.) to make

Downtown feel safe and welcoming at night and is an attractive place to visit and/or live.

Housing Objectives

- a. Encourage market rate development Downtown through zoning changes and flexibility in housing choices.
- b. Encourage new affordable and supportive housing Downtown through zoning changes, expansion and re-tooling of MFTE program.
- c. Encourage preservation of existing naturally affordable housing.
- d. Promote home-ownership opportunities through strategies such as unit-lot subdivision for middle housing.
- e. Encourage missing middle housing and small apartment opportunities in residential areas.

Transportation

Goals

- 1. Complete or address bicycle and sidewalk gaps in Downtown and enhance connectivity to transit services.
- 2. Improve pedestrian and bike mobility and safety.
- 3. Reduce vehicle congestion and improve circulation.

Objectives

- a. Improve circulation for pedestrians and bicyclists, particularly in North Downtown and between the downtown core and West Downtown and to transit facilities.
- b. Work with Transit Agencies to get improvement to their transit stops. (Lighting, adequate space, buffers from traffic, etc.)
- c. Create new bike facilities and bike parking
- d. Improve sidewalks along key arterials to enhance accessibility and comfort.
- e. Provide electric vehicle charging options within parking lots and parking garages and support shift to electric vehicles
- f. Complete Street roadway improvements that reduce congestion and/or improve circulation.

Urban Design and Community Livability

Goals

- 1.** Promote comfort and safety to ensure Downtown is welcoming to all.
- 2.** Ensure Downtown remains a livable community as redevelopment continues and expands.
- 3.** Create new opportunities for gathering and community-wide celebrations.
- 4.** Encourage growth but maintain Auburn's hometown feel and sense of place.

Objectives

- a.** Establish Downtown as an arts and cultural center for the greater Auburn community.
- b.** Activate downtown through events, creative uses of public spaces and streets, etc.
- c.** Encourage new shops and restaurants to provide more things to do, places to eat, etc.
- d.** Encourage more activity along Main Street and other streets within Downtown by promoting creative uses, such as events, outdoor dining, day and night activities, pedestrian-focused street environment, etc.
- e.** Celebrate cultural diversity and provide opportunities for gathering and celebration.
- f.** Create a new park and green space within Downtown that supports needs of all ages (i.e., comfortable for seniors, play spaces for kids and grandkids, picnics, light recreation, etc.)
- g.** Promote sustainable design and climate resilience by supporting transition to electric vehicles and promoting charging infrastructure; improving non-motorized access to encourage more people to walk or roll; encouraging energy-efficient buildings; and reducing the urban heat island effect within downtown.
- h.** Assess existing light levels to determine where improvements may address perceptions of safety and enhance an attractive street environment at night.
- i.** Connect to and celebrate Auburn's history and build on the unique character of Downtown

Urban Design Framework

The following list items provide an outline description of the central ideas of the Auburn Downtown Subarea Plan.

Core Downtown

- Serves as the heart of the Downtown Subarea and focus for new activities.
 - Proposed zone changes, partnerships, and/or programmatic actions will promote medical and wellness uses around MultiCare and encourage economic development opportunities that support community health and wellness.
 - Public investments, partnerships, and/or programmatic actions to encourage greater activity within downtown .
 - Create and support a new arts and culture hub centered around Auburn Ave and E Main St.
 - Construct a new City-owned green space near Postmark Center for the Arts.

E Main Street

- Build on the unique assets of E Main St while also allowing for growth and redevelopment over time.
- Implement streetscape and/or traffic improvements to promote more pedestrian activity.



North Downtown

- Create new node of development along Auburn Way North
 - Allow new missing middle housing types in existing residential areas to encourage new housing while being sensitive to displacement risks.
 - Build on public investment of KC Metro's new I line Rapid Ride transit service.
 - Enhance non-motorized connections using a mix of street facilities and through-block connections within developments.
 - Promote green infrastructure investments with redevelopment, such as street trees for shade, GSI, and other investments.



West Downtown

- Promote “craft” industrial uses that are compatible with residential areas such as small workshop spaces, breweries, etc.
- Refinements to zoning to align with what is feasible in this area in terms of growth and density.

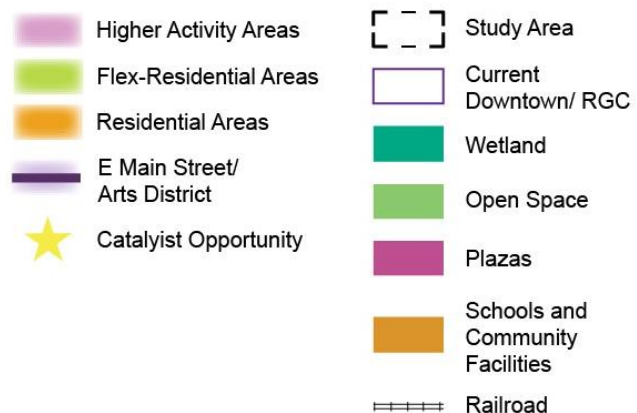
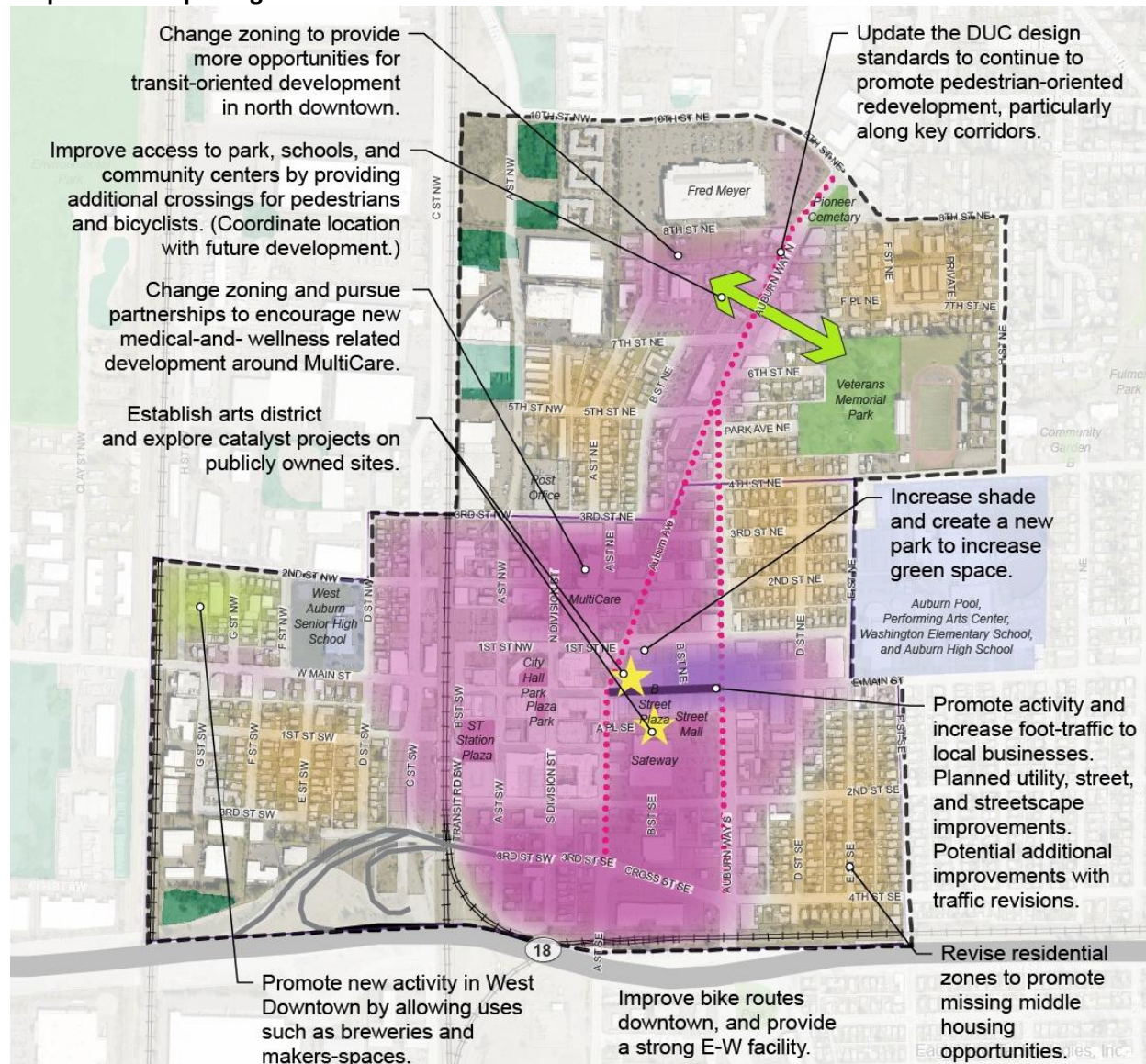


East Downtown

- Support E Main St uses and allow new missing middle housing and small apartment types in residential areas to encourage new infill housing while being sensitive to displacement risks.



Map 3-1 Concept Diagram



Source: MAKERS

4 | Land Use & Urban Design

This element describes recommended changes to zoning and other development regulations that will shape the types and intensities of land use in Downtown Auburn. These recommendations seek to align rules and guidelines with Auburn’s updated vision and goals for its downtown.

This plan proposes updated zoning proposals and concepts that are targeted to build on the momentum of private investment and redevelopment that the city has seen in recent years within downtown. It studies potential refinements to existing zones within downtown to align with current market feasibility and the expansion of downtown to new areas to provide additional opportunities for population and job growth. This chapter also explores programmatic tools and other opportunities to improve development feasibility, reduce risk of commercial displacement, and promote overall economic development. Such tools include recommendations for updates to the Multifamily Housing Property Tax Exemption (MFTE), the scope of Business Improvement Areas, and reconsideration of ground floor retail and minimum parking requirements.

Specific redevelopment opportunity sites currently owned by the City are identified and evaluated with a strategic lens for the role they could play in building upon existing downtown assets. For more details on City-initiated investments, see Opportunity Sites in Chapter 5 | Housing & Redevelopment.

The plan also makes recommendations for future design standards updates that will support the unique needs and opportunities within Downtown Auburn.

Under these recommendations, approximately 5,879 new homes and 3,386 new jobs are expected in Downtown Auburn by 2044 (reference Table 2-3 of Appendix A). This represents an increase of 3,346 new homes and 1,883 new jobs compared to what is anticipated with no action taken (reference Table 2-4 of Appendix A). This plan assumes a target of 17% of the 19,520 net new jobs needed by 2044 and approx. 49% of the 12,112 net new housing units by 2044.

Table 4-1 2024 Auburn Downtown Plan Anticipated Growth 2021-2044 (population, housing, and jobs)

Location	Current (2021)			Preferred Alternative (2044)		
	Jobs	Population	Housing	Jobs	Population	Housing
Existing RGC	3,554	2,253	1,033	6,364	10,601	5,202
Revised Downtown Area (Proposed)	4,799	3,708	1,724	8,185	15,478	7,603

Regional Growth Strategy

State and Regional Plans

The Growth Management Act requires comprehensive plans, including subarea plans like the 2024 Auburn Downtown Plan, and development regulations to be consistent with 13 goals, as set forth in RCW 36.70A.020, as well as the goals and policies of the Shoreline Management Act, regarding shorelines of the state, set forth in RCW 90.58.020. The goals address well-managed urban, rural, and resource lands and promote environmental quality by focusing growth in urban areas, advancing housing and employment opportunities, providing adequate public services, and more. (See EIS for more details.)

Puget Sound Vision 2050

The City of Auburn downtown subarea is identified in the Puget Sound Regional Council Vision 2050 plan as a Regional Growth Center (RGC) intended to accommodate a significant share of future growth. PSRC uses “activity units” to measure density of development and potential for growth within the RGC framework.² An activity unit is one person or one job. RGCs and other types of centers are eligible as “priority areas for PSRC’s federal transportation funding” and support PSRC’s “objective of encouraging development of compact, livable centers as an opportunity to accommodate a significant portion of the region’s growth.”³ (See sidebar for RGC requirements.)

Regional Growth Center (RGC) Requirements

PSRC’s requirements for Urban Growth Centers:

- Minimum **18 activity units per acre** existing density
- Minimum **45 activity units per acre** planned density
- Size between **200 and 640 acres**
- Minimum mix of **15%** residential and employment activity

Future Growth

The 2001 Downtown Plan established Downtown Auburn as a center for growth and economic development. This plan has been implemented over time through several public and private investments, including significant redevelopment of the core downtown area over the last decade. Analysis of development as of 2022 shows that there is still capacity within the existing RGC boundary to accommodate future growth to meet the 45 activity units per acre target. However, expanding the RGC boundary to align with the proposed Revised Downtown Area provides the city more space to accommodate new housing and jobs and it would align with regional expansion of frequent bus service. (See EIS for more analysis.) This plan recognizes VISION 2050’s goal of attracting 65% of regional population growth and 75% of employment growth to centers and high-capacity transit station areas.

² Puget Sound Regional Council. “Regional Centers Framework Update.” March 22, 2018. <https://www.psrc.org/media/3038>

³ Puget Sound Regional Council. “Regional Centers Framework Update.” 2018

Recommendations

- DP-LU.1** Provide more opportunities for growth within Downtown Auburn and align with regional growth strategies by coordinating with PSRC to expand the Regional Growth Center boundary.

Zoning Concepts

This subarea plan recognizes the efforts and investments that have gone into creating the Downtown Urban Center (DUC) zone and the successful redevelopment that has occurred within the downtown core under the 2001 Auburn Downtown Plan. This plan builds on the success of the existing zoning and recommends updates where development has not met expectations and/or where more flexibility is needed for new encourage new jobs and housing within the city, including affordable housing.

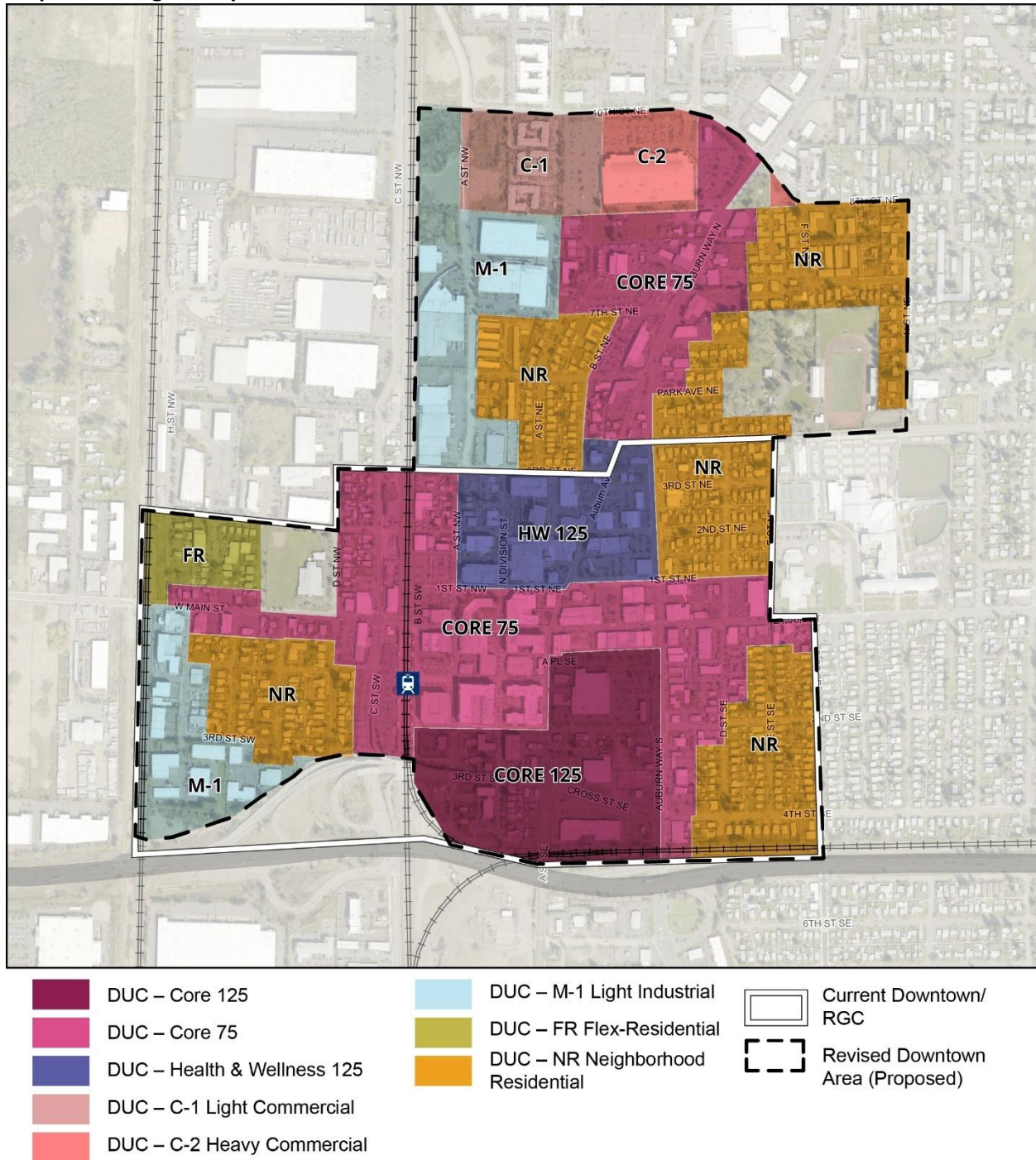
This plan proposes the following changes to zoning within downtown:

- Considers a new node of mixed-use development in North Downtown.
- Creates a new subset of districts for the DUC in which downtown design guidelines would apply.
- Expands and revises the DUC – Core district (formerly the DUC zone) to new areas. Revisions consider different heights and updates to design standards in key locations that align with market conditions and development feasibility in those areas.
- Proposes a new DUC – Health and Wellness district that allows a range of housing types and some neighborhood serving businesses.
- Proposes a new DUC – Neighborhood Residential district that allows a range of housing types, including middle housing and small apartments, and some neighborhood serving businesses.
- Proposes a new DUC – Flex Residential district that can promote “craft” industrial uses that are compatible with residential uses.
- Takes sensitive approaches to land use changes that balance the need for housing with the potential for increased development pressure and displacement risk.

The proposed zoning code and design standards allow the types of development that would implement the vision and objectives described in Chapter 3|Concept.

The map below illustrates recommended zoning changes and aligns with the Preferred Alternative studied in the Final Environmental Impact statement.

Map 4-1 Zoning Concept



Note: in the Draft Environmental Impact Statement the zone shown above as “DUC – C-2 Heavy Commercial” was referred to as C-3 Heavy Commercial. During the 2024 comprehensive plan update a zone that had been called C-2 was deleted and the name of the C-3 zone was updated accordingly.

Source: MAKERS.

DUC – Core

The Downtown Urban Center zoning district encourages higher density residential compared to other areas of the city and mixed-use buildings. Other commercial uses are allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. (see Pedestrian Streets) per the City's currently adopted Downtown Design Guidelines.

Building Form

Expected Building Types	Development Standards
- Mid-rise apartments - Office buildings - Parking structures	- Maximum height 75-125 feet depending on area - FAR based on location, use mix, and bonuses - No maximum density

Land Use

Allowed Uses	Prohibited
- Retail/residential vertical mixed-use - Office commercial - Retail - Multifamily residential (apartments and co-living housing) - Restaurants/bars - Craft industry/light industrial - Arts/entertainment (gallery, theater, fine arts studio)	- FAR below 0.75 - Outdoor storage and sales - Most industrial uses - Self-storage - On Pedestrian I Streets: Drive-throughs

Development Examples



L-R: Mixed-use buildings in Salem, OR; Seattle, WA; and Kirkland, WA

DUC – Health and Wellness

The Downtown Urban Center – Medical zoning district encourages growth of medical and medical office uses in downtown. High-density residential, mixed-use development and other commercial uses are also allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. This zone is designed to build upon and replace the Residential Office Hospital zone (RO-H).

Building Form

Expected Building Types	Development Standards
- Medical/office buildings - Mid-rise apartments - Parking structures	- Maximum height 125 feet - Reduced height allowances for non-medical uses - FAR based on use mix and bonuses - No maximum density

Land Use

Allowed Uses	Prohibited
- Medical offices and services - Hospital-related - Office commercial - Retail/residential vertical mixed-use - Retail - Multifamily residential (apartments and co-living housing) - Food production, i.e. brewery, coffee roastery - Arts/entertainment (gallery, theater, fine arts studio)	- FAR below 0.75 - Outdoor storage and sales - On Pedestrian I streets: Drive-throughs - Most industrial uses - Self-storage

Development Examples



L-R: Office building in Seattle, WA; office/retail mixed-use buildings in Boise, ID, and residential/medical mixed-use building in Seattle, WA.

DUC – Neighborhood Residential

This zoning district is designed to support middle housing types like quadplexes, sixplexes, townhouses, courtyard housing, and small apartment buildings. It is intended to be applied in residential areas of downtown near the core with relatively small lot sizes that could support gradual infill development. Limited nonresidential uses are allowed like live/work medical offices or ground-floor retail.

Building Form

Expected Building Types	Development Standards
▪ Middle housing (including townhouses) ▪ Backyard infill detached houses and ADUs ▪ Live/work offices ▪ Small apartment buildings (up to 20 units) ▪ Small co-living housing	▪ Min lot size 2,000 sf ▪ Maximum height 45 ft

Land Use

Allowed Uses	Prohibited
▪ Single-unit detached, middle housing, townhouses, small apartments, and small co-living housing ▪ Retail under 4,000 sf, including mixed use ▪ Small medical/professional offices	▪ Most commercial uses ▪ Industrial uses

Development Examples



L-R: Small apartment building in Seattle, WA; cottage cluster in Portland, WA; townhouses in Seattle, WA

Flex Residential

The Flex Residential zoning district encourages a mix of uses, including homes, artisan spaces, workshops, small light manufacturing, and commercial.

Building Form

Expected Building Types	Development Standards
- Workshops and single-story flexible buildings - Middle housing - Small mixed use buildings - Small co-living housing - Small footprint retail/services - Houses with stores or shops in front	- Min lot size 3,000 sf - Maximum height 45 ft - No front setback

Land Use

Allowed Uses	Prohibited
- Commercial/light industrial - Residential - Artisan/small workshops/manufacturing/flex-tech - Vertical and horizontal mixed use - Outdoor storage/sales with screening	Heavy industrial uses

Development Examples



L-R: Small retail office building in Seattle, WA; converted workshop in Bozeman, MT; live/work building in Bozeman, MT.

Zoning Recommendations

- DP-LU.2** Adopt proposed zoning changes described on previous pages to:
- a. Allow a wider range of housing types.
 - b. Increase opportunities for market-rate and affordable housing.
 - c. Attract new commercial uses and increase the number of jobs in Downtown Auburn.
 - d. Increase live-work opportunities within Downtown Auburn.
- DP-LU.3** Review and update design standards to ensure regulations promote compatibility between adjacent land uses. Updates may include:
- a. Ensuring buffer (i.e. screening vegetation) between development in new DUC zones where it is adjacent to industrial uses.
 - b. Consider requiring development within 500' of freeways to locate air-intake for building HVAC systems away from major pollution sources (i.e. highways, major arterials, etc.) whenever feasible and to promote indoor air quality.
 - c. Consider stricter window and building material requirements in North Downtown to reduce the impacts of noise pollution from the Auburn Municipal Airport.
- DP-LU.4** Where feasible, consider landscape buffers between new housing and freeways, and utilize this space for green infrastructure (GSI, urban heat mitigation, etc.)

Urban Form

Key Streets

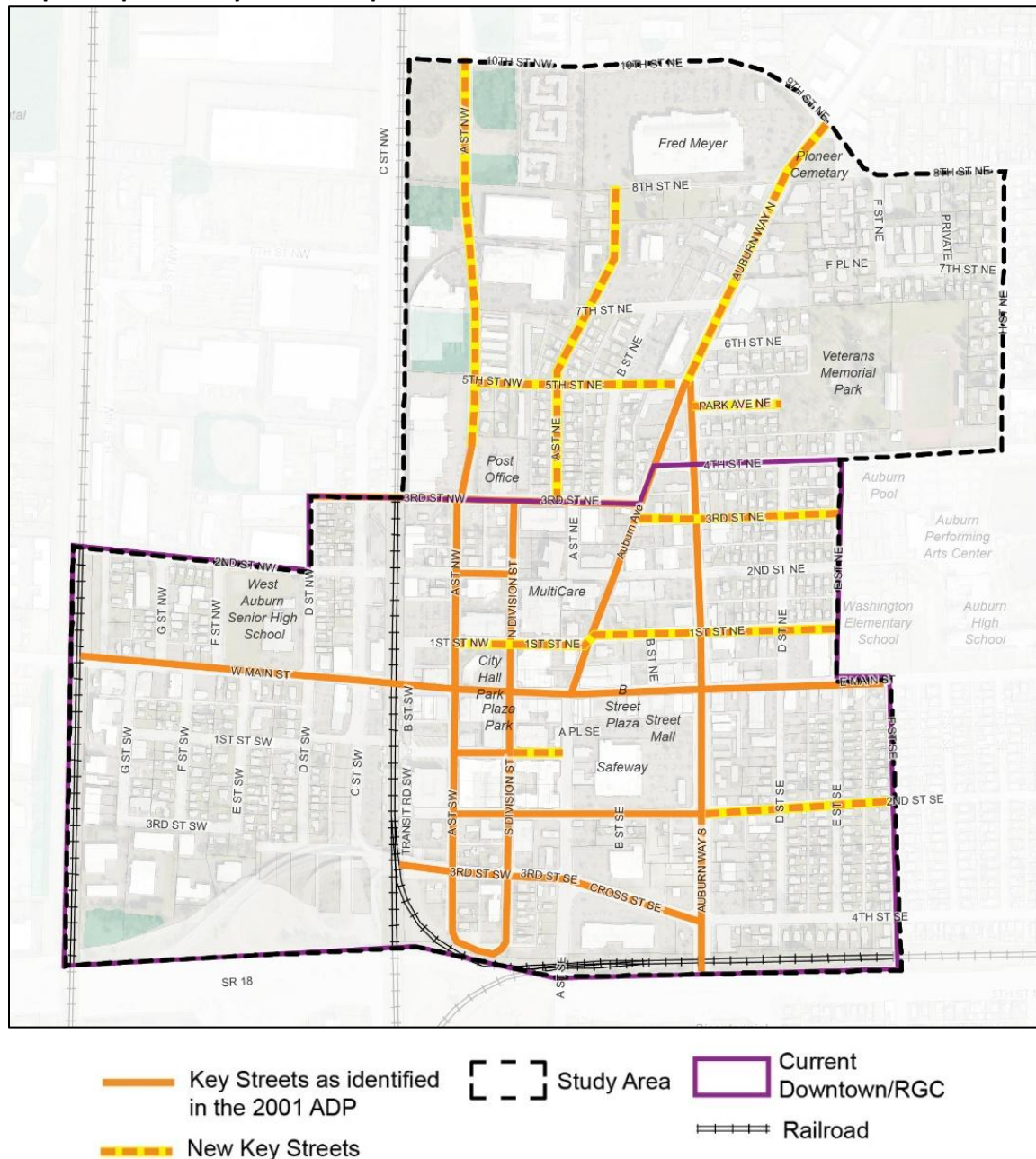
The 2001 Auburn Downtown Plan identified key streets in Downtown Auburn that are “an integral part of the identity of downtown.”⁴ As in the 2001 Plan, this Plan aims to improve downtown’s image identity and cohesiveness through the improvement of street form. The streets identified in the 2001 Auburn Downtown Plan are also within the existing DUC area and include:

- E and W Main St
- A St NW/SW
- Division St
- Sections of the following streets:
 - 1st St SW
 - 2nd St SW
 - 3rd St SW
 - Cross St SE
- A St SE
- Auburn Avenue
- Auburn Way

The key streets framework developed early goals for pedestrian orientation within Downtown Auburn, identified needed investments to support downtown revitalization, and distinguish downtown from other commercial areas in Auburn. With the expansion of the downtown subarea to the north, the 2024 Downtown Plan identifies additional key streets to guide future investment and redevelopment over the duration of the plan. New key streets, show on Map 4-2, include:

- Portions of A St NW in the expanded subarea
- A St NE north of 3rd St NE
- Portions of Auburn Way N in the expanded subarea
- Park Ave NE
- 3rd St NE
- 1st St NE and NW west of A St NW
- 2nd St SE east of Auburn Way S
- 1st St SE (one block)
- C St SW north of W Main St

Map 4-2 Updated Key Streets Map



Source: MAKERS

Design Standards

Following the 2001 Auburn Downtown Plan, the City developed design standards for downtown with the goal of ensuring that new buildings contribute to an inviting, comfortable, pedestrian-friendly environment. These standards cover a wide range of topics, including parking lots, outdoor lighting, trash/service areas, public plazas, design, and signage, with. The standards also encourage creativity and enhancing downtown's unique character.

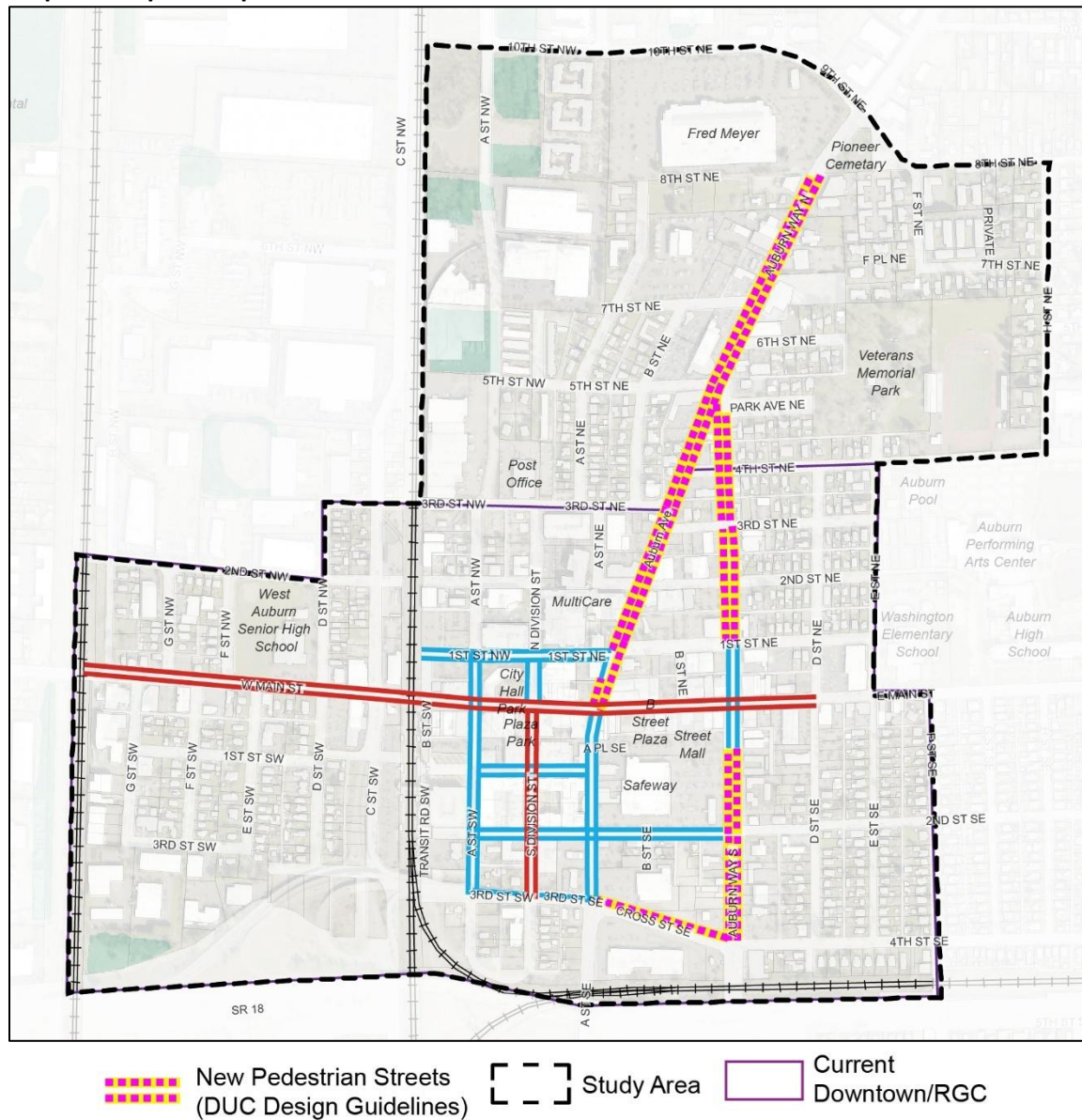
Legislation passed in 2023 (RCW 36.70A.630) requires that cities update their design standards to reduce barriers to housing development. Design standards are now required to be "clear and objective" and must not reduce development capacity. Certain elements of the existing downtown design standards do not comply with these requirements. The standards will be updated for compliance with 36.70A.630; this will also provide an opportunity to review for needed updates, including sidewalk and streetscape standards for new downtown areas, and account for changing conditions and goals downtown.

Pedestrian Streets

Design standards developed to implement the 2001 ADP established new standards for building and site design on designated streets to help achieve a comfortable and attractive street environment for pedestrians. These standards built-on the Key Streets framework and provided guidance for future development. Designated Pedestrian I and Pedestrian II Streets have special rules for key design elements, including driveway and parking locations, ground floor use requirements, orientation to the sidewalk, transparency, weather protection, and signage.

The 2024 Downtown Plan recommends updating both the Key Streets and the Pedestrian Street frameworks to align with the proposed expansion of Downtown. The expansion of downtown to the north incorporates an area with different street and building design patterns than the original downtown. Future updates to downtown design standards should apply pedestrian street designations in this area. Updates may also consider developing a new designation with standards more appropriate to the more auto-oriented, widely-spaced building patterns in the area north of 4th St NE.

Map 4-3 Proposed Updates to Pedestrian Streets



Source: MAKERS

Street Activation

Promoting greater activity and uses of key streets and open spaces is a significant opportunity to increase the vibrancy of downtown.

E Main St (particularly east of A St SE)

- Encourage and expand streeteries and/or outdoor dining options. (See Transportation - Main Street Traffic Analysis for more details on how potential traffic revisions could support this.)
- Encourage stronger art presence along corridor to anchor and support arts district.
- Support festivals.

1st St between Sounder Station Plaza and A St SE

- Promote corridor through art elements.
- As redevelopment happens east of A St SE, continue to activate corridor and strengthen pedestrian and bike connections to the Sounder Station.

Division Street

- Focus on activation (events, arts themes, etc.) and spillover opportunities with plaza spaces.



L-R: Examples of new main street buildings supporting active street environments in Bozeman, MT; Bellevue, WA; and Burien, WA.

New Connections

Though many parts of Downtown Auburn have a well-connected street grid, in some North Downtown and West Downtown areas there are offsets in the existing street network. As new development comes to these areas, intersection improvements and strategic non-motorized crossings will be required. Street improvements should support safe and comfortable crossings for people walking and biking.

In areas with larger block structures, through-block connections can also support non-motorized connectivity while also allowing flexibility for future development.

Urban Form Recommendations

- DP-LU.5** Update DUC design standards with consideration for areas in North Downtown.
- DP-LU.6** Update Pedestrian Streets designations (see Map 4-3).
 - a. Consider creating a new designation type appropriate for higher-traffic roads like Auburn Way S, with greater flexibility for ground-floor uses and building design, and an increased emphasis on sidewalk and landscape strip design.
- DP-LU.7** Require redevelopment to provide strong connections for people walking, biking, and using transit through the construction of new, complete streets, street improvements, and/or new through block connections.

Green Buildings and Urban Resilience

As change and redevelopment comes to Downtown Auburn, there is an opportunity to make progress towards the city-wide sustainability goals which include increasing energy-efficiency in buildings, reducing greenhouse gas emissions, promoting a walkable, livable downtown with strong connections to transit, efficient use of natural resources, enhancing and protecting natural systems, and laying the foundation for a sustainable future for the people who live and work in Auburn.

Reducing GHG Emissions

The 2024 Downtown Plan plays a central role in supporting the City's goals for reducing GHG emissions by recommending increased opportunities for growth downtown, close to transit resources. In addition to these critical land use choices, the 2024 Downtown Plan will also explore opportunities to further reduce GHG emissions downtown, and consider future infrastructure needs to support decarbonization of buildings and the transportation sector. The following items are most critical to consider for Downtown:

- Promoting the decarbonization of existing buildings and new development within Downtown (Alignment with Goal 17 of the 2024 Comprehensive Plan Climate Element)
- Ensuring adequate EV charging infrastructure within downtown, both in public parking lot locations, and as required with redevelopment.
- Using opportunity site catalyst projects recommended in this plan to demonstrate innovative strategies and approaches for supply and use of energy and heat.

Urban Resilience to Extreme Weather

The 2024 Comprehensive Plan Climate Element identified the following priority climate-related impacts on Auburn:

- Rising temperatures and extreme heat
- Severe storms and flooding
- Drought and wildfires

Each of these will impact Downtown, but extreme heat is acutely felt in urban contexts where there is often a lack of shade and large areas of impervious surfaces that can increase temperatures. Furthermore, Downtown Auburn has a significant population of seniors and elderly residents, who are particularly vulnerable to extreme heat. Priorities for reducing the impact of the urban heat island within downtown may focus on the following.

- Increasing access to shade and green space within the downtown (i.e. on private property and/or ‘cool corridor’ streets that provide shade, more green space, etc.)
- Reviewing opportunities to promote cooling strategies, such as passive cooling design, green or reflective roofs, and other elements, when updating the DUC design standards.
- Providing access to cooling centers within Downtown (i.e. resilience hubs, which could also provide clean air to offer refuge from wildfire smoke impacts.)

Additional climate strategies for Downtown may include:

- GSI improvements, and potentially innovative approaches with private development, to better manage stormwater and reduce urban heat.

Air Quality

Maintaining healthy air quality is also a key consideration for all urban areas, including Downtown Auburn, given proximity to regional state highways, and arterial traffic within downtown, residents are exposed to pollution from vehicle emissions and tires, as well as noise. The proximity to the Auburn Municipal Airport also adds to local air and noise pollution.

The 2024 Downtown Plan includes recommendations to promote healthier indoor air quality for future residents, including:

- Considering landscape buffers from major arterials, where feasible;
- Locating in-take for building ventilation systems away from key arterials and other pollution sources, when feasible, and;
- Increasing access to air conditioned spaces.

Green Building and Resilience Recommendations

- DP-LU.8** Support decarbonization of existing buildings and new development to align with Auburn’s climate change goals.
- Use opportunity site catalyst projects recommended in this plan to promote innovative renewable energy sources for the supply of electricity and heat, passive cooling strategies, green roofs, and other strategies.
 - Support the shift to electric sources of energy within downtown.
- DP-LU.9** Promote efficient water use in buildings and landscapes within downtown.
- Ensure new buildings meet or exceed state-level guidance on water-efficiency.
- DP-LU.10** Require water-efficient landscape with new buildings.
- DP-LU.11** Reduce the urban heat island effect by:
- Expanding tree canopy cover outside of right-of-way and increasing green space within Downtown.
 - Update development standards to promote passive cooling, reflective and/or cooling building materials, and other design strategies.
- DP-LU.12** Provide a resilience hub in Downtown, that provide access to cool spaces and air filtration during periods of extreme heat and/or wildfire smoke.
- DP-LU.13** Support the transition to electric vehicles within downtown.
- Establish a plan for electric vehicle charging within downtown. (See Transit, Vehicle Circulation and Parking Recommendations)
 - Ensure adequate EV charging infrastructure around new multifamily developments.

5 | Housing & Redevelopment

This chapter identifies how the 2024 Downtown Plan will encourage new housing options and promote redevelopment that can bring new jobs and broad economic benefits to the area. This chapter is divided into four sections:

- Housing
- Redevelopment
- Programs, Funding, and Incentives
- Local Businesses and Displacement Risks

Housing

Encourage Affordable Housing Development

Downtown has seen success encouraging residential and mixed-use market rate development in recent years. The 2024 Downtown Plan recommends targeted updates to development and administrative code to help increase development of more affordable housing as well, including both lower-cost unit types and income-restricted affordable housing. Specific updates include:

- Updating the DUC zone to encourage both naturally-occurring and income-restricted affordable housing may promote more affordable housing downtown.
- Implementing the Housing Action Plan recommendations to help reduce the cost of newly constructed units, including parking reductions for affordable housing and micro units, increasing allowed FAR for affordable housing, and creating fee-waivers for affordable housing.
- Updating regulations to allow co-living, a type of market rate affordable housing, as required by HB 1998 (passed in 2024).

Encourage Middle Housing

Middle housing offers a broad range of benefits in terms of affordability, unit type variety, ownership-opportunities, and human-scaled design. Existing nonconforming middle housing buildings are already present throughout downtown, constructed before the application of modern zoning. The recent effort to study feasibility and development constraints for the Housing Action Plan Implementation Strategies (HAPI) report offers important recommendations to allow and encourage development of middle housing in residential zones where it is currently not permitted or financially infeasible to produce.



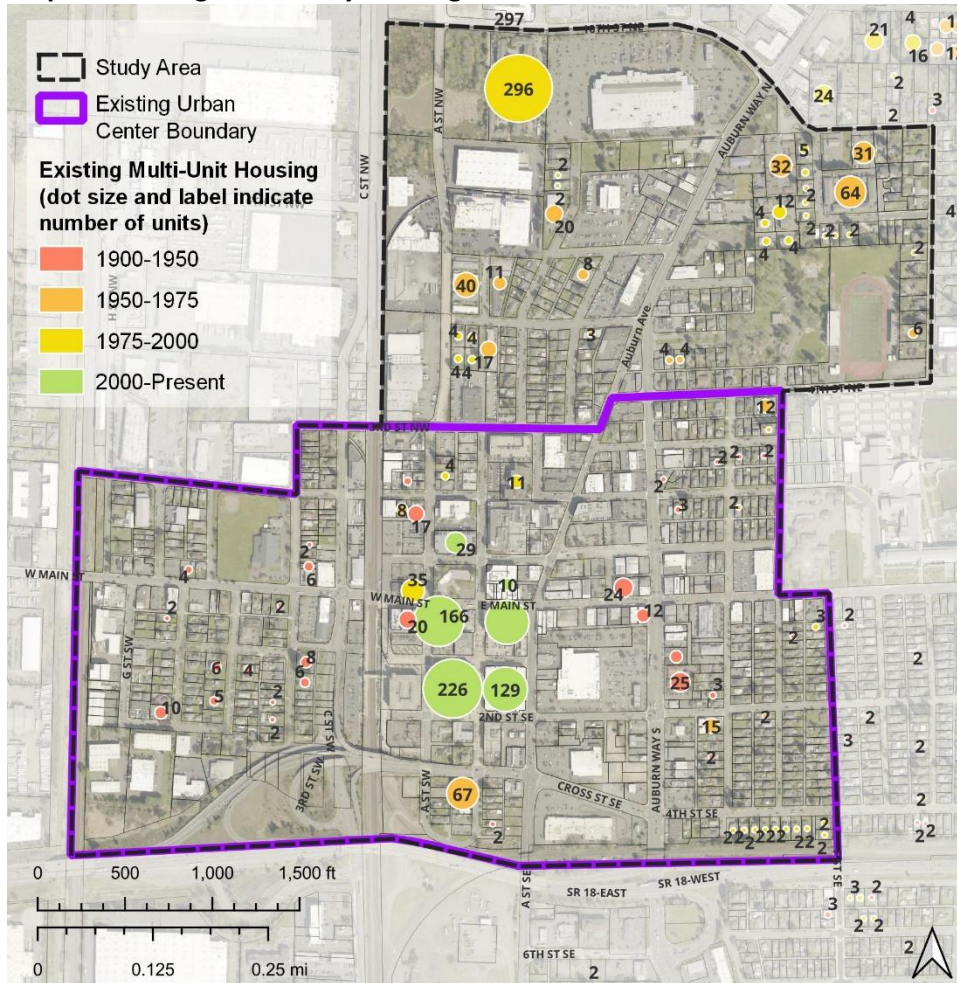
L-R: Existing nonconforming triplex, six-plex, and duplex in downtown Auburn. Source: Google Street View © Google

Protect Existing Dense Housing

Regulated affordable housing typically makes up a relatively small share of housing affordable to low- and moderate-income people. Instead, homes that are affordable at market rates are known as “naturally occurring affordable housing” (NOAH). These are often older buildings which may not include amenities required by current zoning code, such as on-site parking or open space.

In recent years most new housing development in downtown has occurred at formerly vacant or commercial properties. However, as development activity expands outward from the core area, existing NOAH resources may be at risk of redevelopment, with new development likely charging higher rents, leading to displacement. Care should be taken not to incentivize the redevelopment of NOAH sites when revising development regulations, zoning, and programs that encourage housing development. The map on the following page shows the location, size, and date existing multifamily buildings in downtown Auburn were built.

Map 5-1 Existing Multifamily Housing and Year Built



Source: King County Tax Assessor 2022, MAKERS

Update Zoning for Housing Abundance

The primary cause of rising housing prices is restricted supply. At the same time, certain types of housing tend to be more affordable because they're more compact and/or share the cost of land across a greater number of units.

Downtown Auburn, with good access to transit and amenities, is an ideal place to increase housing capacity to help address scarcity. Zoning updates in downtown ensure that relatively affordable types of housing, like apartments, are allowed to be built.

Modify the City's Existing MFTE Program

Auburn currently has a Multifamily Tax Exemption (MFTE) program found in Auburn City Code 3.94, as authorized under RCW 84.14. This program allows qualifying developments to be exempt from taxation on the value of new construction, rehabilitation, and improvements of multifamily housing containing four or more units in the targeted area. Currently, the targeted area comprises the existing RGC boundary. The exemption lasts eight years for market-rate projects, or 12 years if 20 percent or more of the units are available to low-income households (earning under 80 percent AMI) or moderate-income households (earning 80-115 percent AMI). Twelve-year projects require an average minimum investment of \$130,000 per year per unit, whereas 8-year market rate projects do not have a minimum per unit investment. In the current DUC zone, properties must have a minimum of 50 units to qualify for the program.

In Auburn's Housing Action Plan, affordable housing in the Downtown area was identified as a key priority for the City. An analysis of land values and costs of development using a 12-year MFTE program with affordable units provided at 80 percent AMI showed that such projects would likely be considerably more feasible in terms of residual land value than other development types given land values at the time of that plan's adoption in June 2021. Although the market has changed over the past two years, land values in the Downtown area are consistent with the analysis in the HAP which indicates that a 12-year MFTE program can be a significant catalyst for multifamily projects which include affordable units in the Downtown.

There are several possible strategies for updating Auburn's MFTE program to help encourage use of the program, expand its potential outcomes, and align more closely with recent legislative changes. The 2024 Downtown Plan recommends revising the City's MFTE program with the following:

- Expand MFTE Program to full Study Area.
- Consider revising unit minimums based on updated Downtown zoning.
- Remove "High Cost Areas" from MFTE definitions.
- Consider ground floor commercial requirements or agreements in key locations where a strong pedestrian-oriented environment is desired.
- Continue to track usage of the MFTE program.

Housing Recommendations

- DP-H-1** Update the Downtown Urban Center Zone to encourage more affordable housing (see DUC – Core):
- a. Create a fee waiver and FAR bonus for affordable housing in DUC zones.
 - b. Reduce required parking for affordable housing and micro-units
 - c. Provide a FAR bonus for affordable housing.
 - d. Allow co-living in all DUC zones that allow residential.
- DP-H-2** Revise citywide residential zoning through the comprehensive plan process to incorporate middle housing types and apply appropriate zones in downtown.
- DP-H-3** Implement HAPI recommendations generally, including updated definitions, zone intent, permitted uses tables, dimensional standards, parking requirements, and internal conversions.
- DP-H-4** Ensure zoning updates allow apartments in all downtown residential zones.
- DP-H-5** Update the City’s MFTE program to encourage greater flexibility and use by doing the following:
- a. Expanding the MFTE Program to the Revised Downtown Area, to include North Downtown
 - b. Revising unit minimums based on updated Downtown zoning.
 - c. Removing “High Cost Areas” from MFTE definitions.
 - d. Reviewing ground floor commercial requirements or agreements in key locations where a strong pedestrian-oriented environment is desired.
 - e. Continuing to track usage of the MFTE program.
- DP-H-6** Continue using the Affordable and Supportive Housing Sales Tax Credit Fund for acquisition, rehabilitation, and construction of affordable housing; operations and maintenance costs of new affordable or supportive housing units; and rental assistance provisions to tenants.
- DP-H-7** Prioritize conservation of Auburn’s existing housing stock in the Neighborhood Residential District of the downtown because it is the most affordable form of housing.

- DP-H-8** Promote the maintenance, energy efficiency, and weatherization of existing affordable housing stock through City funded and operated program(s).
- DP-H-9** Allow density bonus if first right to return policy that prioritizes members of the community is offered in new affordable housing developments.
- DP-H-10** Allow for nonconforming single-family residential homes, middle housing, and their accessory structures may be replaced and the new structure shall either meet the development standards of the district in which the home is located or the new structure shall not be more nonconforming than the previous use.

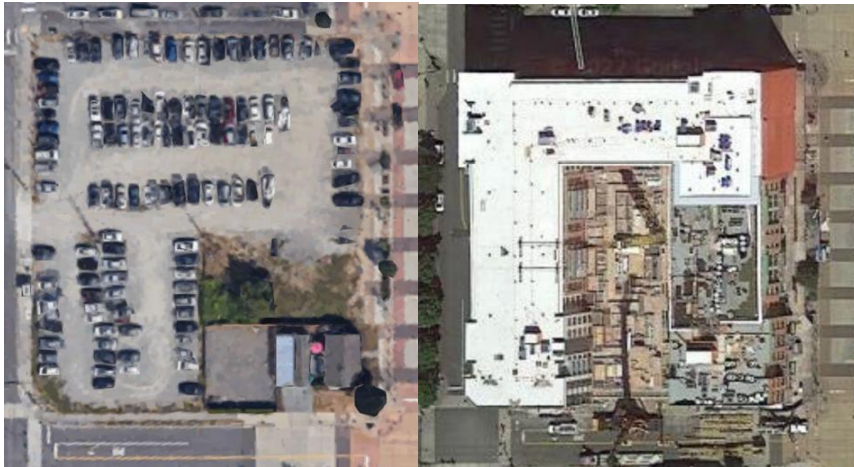
Redevelopment

Opportunity Sites

Key sites in Downtown Auburn could help catalyze future development in the area and/or serve as important redevelopment projects in the Downtown landscape. The City currently owns several sites which could play a key role in catalyzing redevelopment of the area. Additional sites could also serve as catalysts, as opportunities arise.

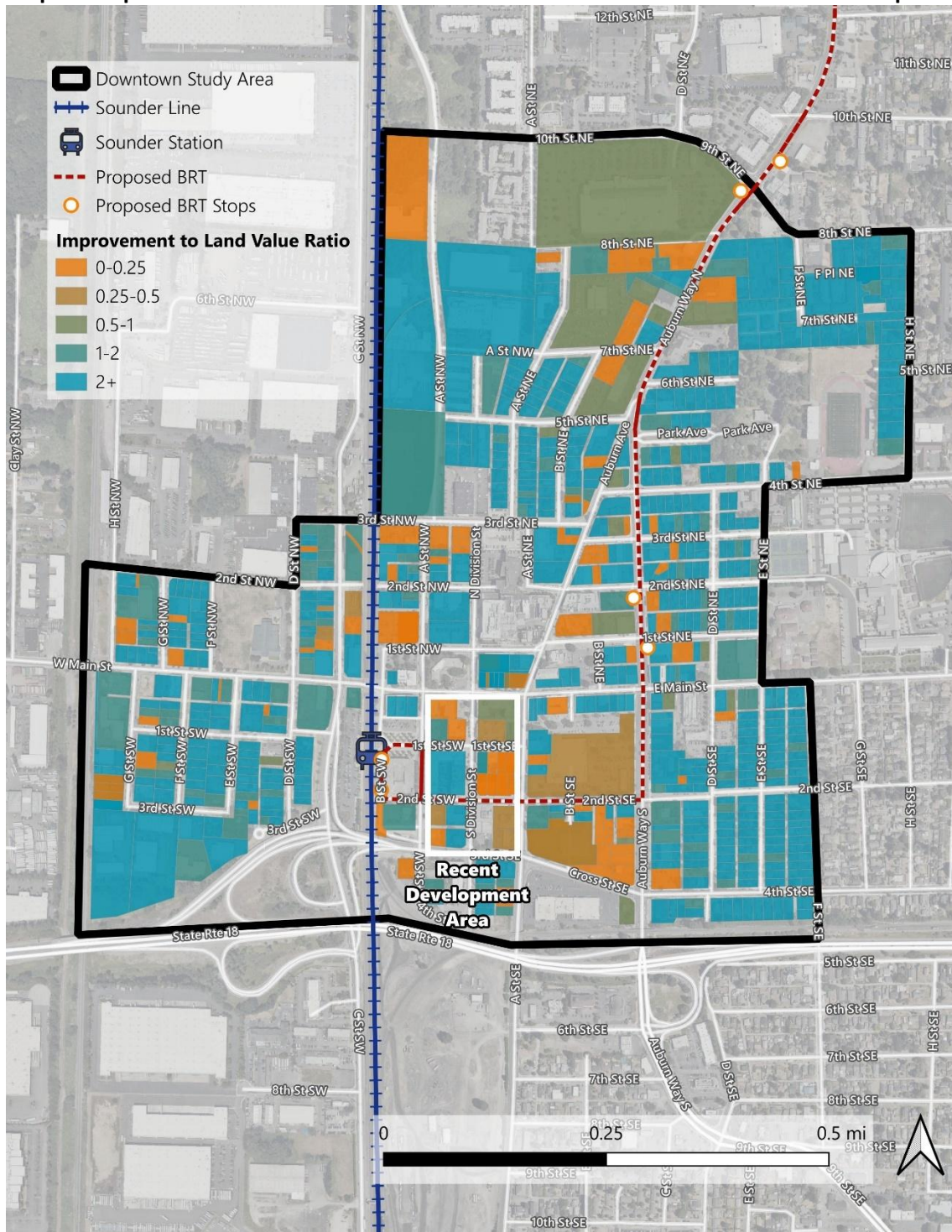
Map 5-2 below shows the relationship between the building (improvement) value and the land value in the downtown Auburn study area. This ratio can help to identify sites that are likely to redevelop if the value of the land is substantially more than the value of the building (i.e., a ratio below 1.0, shown here in shades of orange and brown). Sites with ratios above 1.0 (shown in shades of blue) are less likely to redevelop due to the value of the building. The map also shows potential for development activity to shift from the core area towards other areas with clusters of underutilized parcels.

In the Downtown Core, there are several blocks directly to the east of the most recent developments which are showing a low improvement-to-land value ratio. This area currently contains a Safeway and an auto parts store, both surrounded by a significant amount of surface parking. Of note, several recent projects in Auburn including Legacy Plaza and The Verge were developed on similar sites previously occupied by surface parking, as shown below.



The Verge Apartments before and after development. Source: Google Earth

Map 5-2 Improvement to Land Value Ratio in Downtown Auburn with Potential Development Areas



Source: King County Assessor, Leland Consulting Group

Several Safeway sites throughout the Pacific Northwest have redeveloped from single-story supermarkets into multistory mixed-use projects while retaining the Safeway on the ground floor. The Museum Place development in Portland, shown in the top image below, replaced an old single-story Safeway with a new mixed-use development across the street containing 140 loft-style apartments, a 48,000 square foot Safeway, and 220 structured parking spaces. It was financed through a mix of public and private financing and opened in 2002. Several such projects are currently underway in the Seattle area, including a large, proposed development in Capitol Hill which would replace an existing Safeway with 330 market rate units, a new Safeway, and other supplemental small retail areas. Another such project is planned for the Safeway in Seattle's Queen Anne neighborhood.



Top: Museum Place Safeway, Portland, OR Source: Shiels Obletz Johnson
 Bottom: Proposed Safeway in Capitol Hill, Seattle Source: Capitol Hill Seattle

These projects demonstrate the potential for Auburn’s Safeway site to better capitalize on its Downtown location with mixed-use development while retaining the important grocery store use for the community. Additionally, this site could represent an opportunity to repurpose some of the parking for open space or connection to an improved pedestrian greenway on 1st or 2nd St, depending on the parking configuration of a redevelopment concept.

In the northern area of Auburn’s Downtown, there is also a cluster of large, underutilized sites south of Fred Meyer. These may be potential candidates for redevelopment, particularly in light of the forthcoming King County Rapid Ride I line slated to begin service in 2025, with a stop directly adjacent to the Fred Meyer. With the potential expansion of the RGC to include the northern area of Downtown and the regional policy priority for density around high-capacity transit, this area could be well positioned for denser uses.

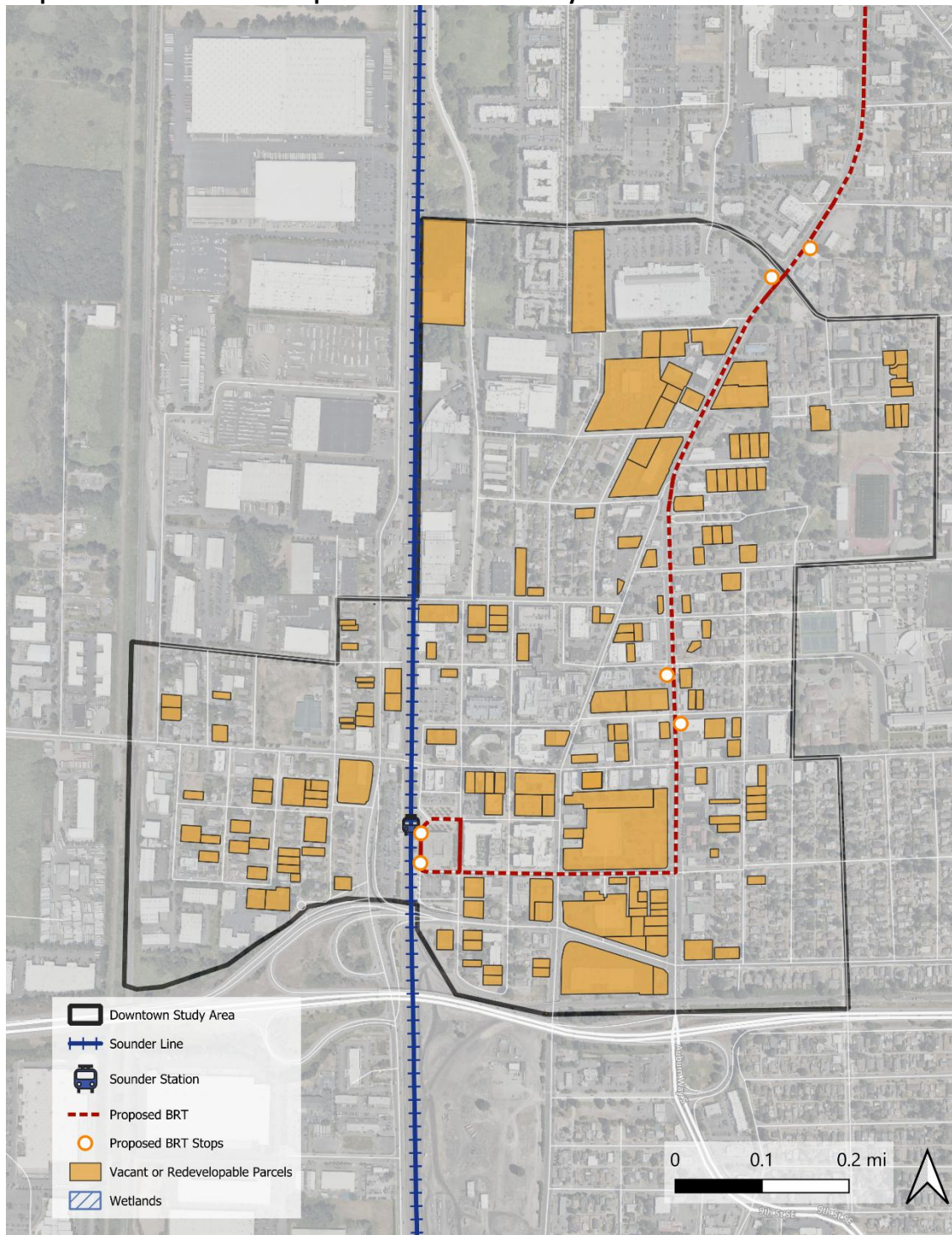
In addition to these clusters of well-located, underutilized properties, there are other “opportunity sites” in the Downtown area. There are a number of large and mid-size commercial properties in downtown. Most have large surface parking areas that reflect parking ratios desired by commercial tenants in the mid- to late-20th century. In the short and medium term, businesses on these sites may continue to operate as they have in the past. However, looking over a 20+ year time horizon, these sites appear to offer redevelopment opportunities that can accommodate more mixed-use development. Some of the buildings will reach the end of their lifespan and the sites can be redeveloped in a way that reflects their highest and best use—as denser, mixed-use projects. Some existing tenants can be brought back into new mixed-use projects as ground floor tenants.

DP-H-11 Update design standards to promote more flexibility, particularly for ground floor commercial spaces, to promote a wider range of businesses. Potential strategies include:

- a. Flexible ground floor layouts to accommodate different and growing businesses;
- b. Commercial ground floor requirements that can accommodate a range of uses (high-ceilings for ventilation to support cafes/restaurants, etc.); and
- c. Consider maximum retail sizes (outside of grocery, hardware, etc.).

Programs, Funding, and Incentives

Map 5-3 Vacant and Redevelopable Parcels in the Study Area



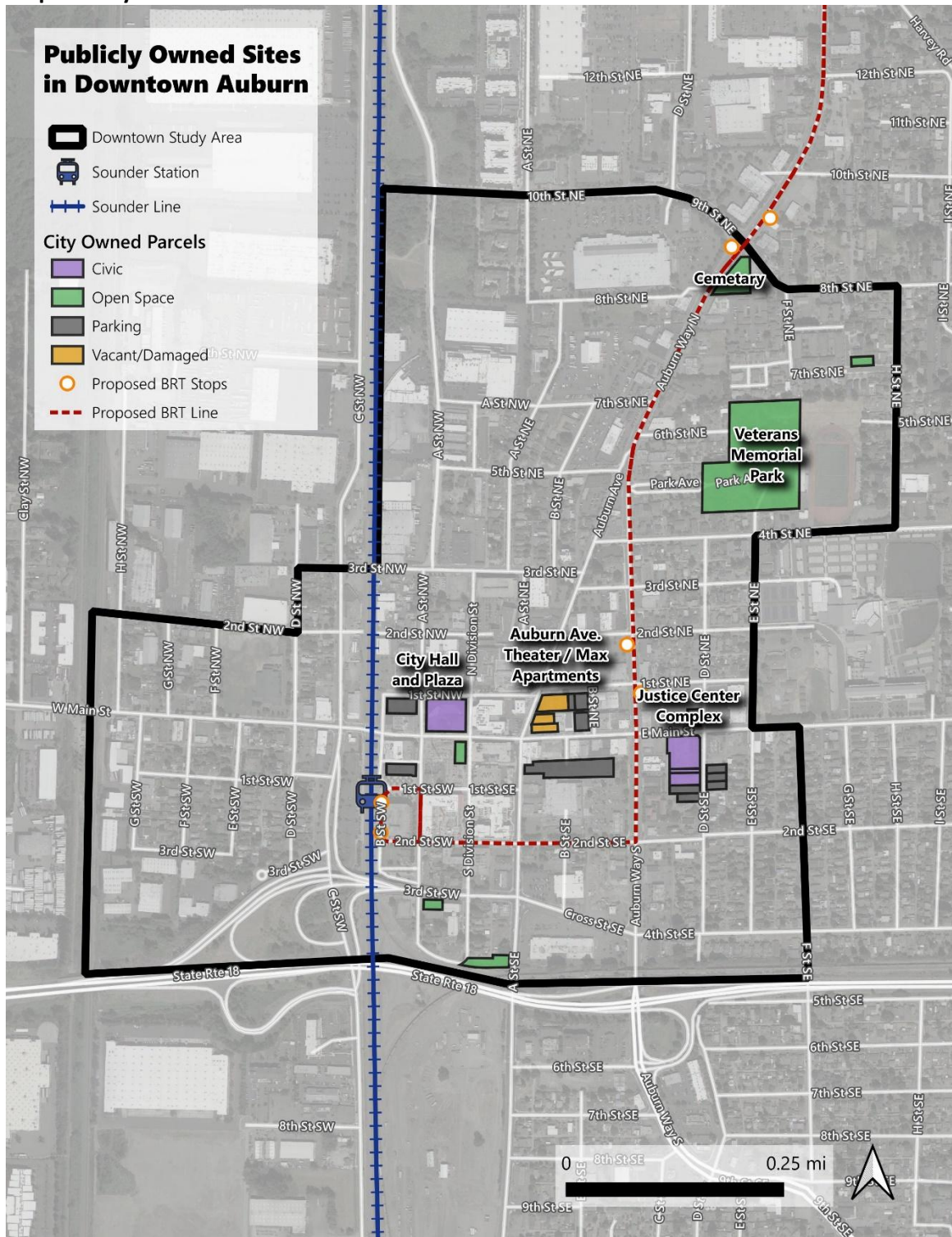
Source: City of Auburn, Leland Consulting Group

City-owned Opportunity Sites

The City of Auburn owns several key sites in the downtown on which redevelopment could take place; current locations (2025) shown on Map 5-4. The City-owned former Auburn Avenue Theater and former Max Apartments site presents a significant opportunity for the city, as the vision is to recreate a theater along with arts-focused ancillary development. Implementation of this type of project can be complex and sometimes challenging, so ongoing planning may be needed to realize this vision. Other City-owned properties, such as surface parking lots north and south of E main Street between A Street and Auburn Way, could offer additional sites for new development, or could continue to serve as surface parking. These property assets will enable the City to play a significant role in guiding Downtown's development in the coming decades, through renovations, modifications, and/or major redevelopment projects.

See also the Programs, Funding, and Incentives section in Chapter 5 | for more details on funding considerations.

Map 5-4 City-Owned Parcels in Downtown Auburn



Source: City of Auburn, King County, Leland Consulting Group

Key Districts

Arts and Culture Hub

With notable energy around arts and cultural events in the City of Auburn and the City's recent investment in the Postmark Center for the Arts, and the Auburn Ave Theater and former Max Apartments properties near Auburn Ave and E Main St there is an opportunity to expand this area into an arts district and catalyze new investment and growth.

There is a state program that can support efforts, and provide technical assistance and marketing to help kickstart opportunities.

(<https://www.arts.wa.gov/creative-districts/>) Communities can also form their own arts districts, to encourage local interest in the arts, and promote economic development and community revitalization. When supported by active local arts commissions, these districts can be successful in forming and maintaining creative arts centers.

Affordable housing for artists is also a key need and opportunity to bring new vibrancy and housing opportunities into the area.



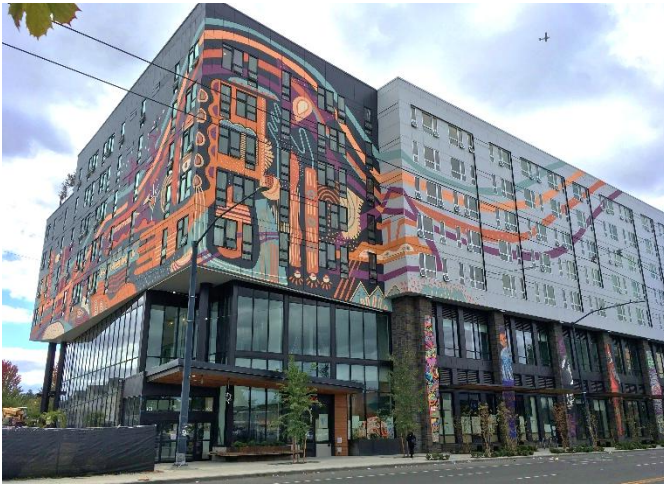
Art installations on E Main Street.

Encouraging Medical/Wellness Uses

Encouraging new medical and wellness uses around MultiCare could help build on this key employment center and regional asset by providing companion uses, expanded outpatient clinic, and other health-related services. Ongoing coordination with MultiCare can help the City identify potential partnership opportunities, areas of overlap with health service and community needs.

Recent developments in the region highlight the shift that some medical institutions are making toward community-oriented facilities and integrated health and community services. The Odessa Brown in Seattle's Othello neighborhood, operated by Seattle Children's is one such example. The new building combines medical and dental care with physical therapy and sports medicine office, a kitchen, and a half basketball court for indoor recreation, and is based on the Social Determinants of Health model, which highlight the importance of elements like housing, access to education, social and community

ties to overall health and well-being.⁵ The building also includes several floors of apartments above the clinic. Visually striking with public art that relates to the local community and a strong pedestrian-orientation, the building is a successful example of a mixed-use development centered around health.



Odessa Brown Children's Clinic and mixed-use building in Seattle's Othello Neighborhood

The Oregon Health and Science University (OHSU) campus in Portland's South Waterfront neighborhood is another example of how partnerships and early investments can lead to significant redevelopment over time. The first redevelopment, OHSU's Center for Health and Healing, was completed in 2006 and OHSU has further expanded its campus in the area over the last 20 years. Additional investment followed, resulting in an estimated \$3 billion dollars in new development.⁶ Planning and implementation was centered not only on the private health investments, but also public transit investments and significant public private partnerships.



OHSU anchors redevelopment in Portland South Waterfront neighborhood.

Promoting Redevelopment Recommendations

DP-H-12 Continue to promote development sites and seek partners.

⁵ <https://health.gov/healthypeople/priority-areas/social-determinants-health>

⁶ <http://www.alamomanhattan.com/portfolio/block-45>

- DP-H-13** In the medium-term (next 1-3 years), the City should define a plan for redevelopment. Begin to seek grant funds, and/or nonprofit or private development partners in order to implement the defined and desired development. If one or more stand-alone arts venues are not being pursued, then other options should be considered and implemented to avoid long-term vacancy of the sites.
- DP-H-14** Market the benefits of the Planned Action EIS such as reduced SEPA review and risk for developers.
- DP-H-15** Highlight importance of Arts to Downtown Auburn by:
- a. Continuing to support local public art program.
 - b. Fostering Arts Commission to generate local interest and opportunities for the arts.
 - c. Explore potential for forming an Arts District in downtown by creating a local district or pursuing state programs.
 - d. Build on recent investments around the Postmark Center for the Arts.
 - e. Pursue mixed-use project that combines affordable housing and arts and/or performance space on City-owned properties in this area.
 - f. Leverage Main Street traffic revisions to accommodate more active art events in this space.
 - g. Work with local partners and businesses to support arts-themed events (Sound Transit, MultiCare, etc.)
- DP-H-16** Encourage new types of businesses in Downtown that provide new activities, including new restaurants, arts-related spaces, etc.
- DP-H-17** Continue to monitor redevelopment and permit activity and work with developers to ensure the 2024 Auburn Downtown Plan's goals are being met by new development in the area.
- DP-H-18** Actively facilitate projects in key locations:
- a. Large and mid-sized commercial properties
 - b. North Downtown
- DP-H-19** Identify incentives to address storefront vacancies.
- DP-H-20** Consider establishing vacant building regulations and/or a registration program with maintenance and upkeep requirements for vacant storefronts to ensure that the condition of empty buildings located downtown is maintained at a certain minimum level.

- DP-H-21** To ensure vibrant streetscape and avoid adverse impacts on neighborhood character, consider regulations for window displays for vacant storefronts that remain unoccupied for 6 months, for all ground-floor windows that face sidewalks, streets, or public open space.
- DP-H-22** Promote the temporary use of a vacant storefront, when it is not possible to fill up a vacant downtown storefront with an active business on a permanent basis, including but not limited to pop up shops, arts installations, and seasonal events, and “makers markets”.
- DP-H-23** Develop a plan to prioritize action on other City-owned sites. Key steps may include:
- a. Identify staff to oversee a feasibility analysis of existing City-owned parcels to evaluate best opportunities for redevelopment.
 - b. Consider parking utilization and future electric vehicle charging infrastructure needs when assessing existing parking lots for redevelopment.
 - c. Sharing information on the City’s website.
- DP-H-24** Promote Medical-Wellness hub around MultiCare by considering the following:
- a. Continue to work with MultiCare to identify future goals and partnership opportunities to expand and enhance medical-well uses around the existing medical center.
 - b. Consider opportunities to cluster uses that complement medical services and support greater health and wellness outside of strictly medical uses
 - c. Review DUC design standards in this area.
- DP-H-25** Update design standards to promote more flexibility, particularly for ground floor commercial spaces, to promote a wider range of businesses. Potential strategies include:
- a. Flexible ground floor layouts to accommodate different and growing businesses;
 - b. Commercial ground floor requirements that can accommodate a range of uses (high-ceilings for ventilation to support cafes/restaurants, etc.); and
 - c. Consider maximum retail sizes (outside of grocery, hardware, etc.).

Programs, Funding, and Incentives

There are a variety of funding and incentive opportunities which can help stimulate and fund business activity and development in Auburn’s downtown, both City- and State-operated. These programs are highlighted below and followed by recommendations for updates to some of these initiatives and additional funding and incentive sources for the Downtown.

Existing City Programs

The City of Auburn provides several incentives for businesses in the Downtown Urban Center, including:

- The Multifamily Tax Exemption (see Housing in Chapter 5 | for update details)
- Staff-level design review of development applications
- Business Improvement Area (BIA)
- Storefront Auburn Program
- Access to federal New Market Tax Credits
- Coordination with other existing organizations

The City should continue to offer such programs and opportunities. The DUC zone already provides for staff review of applications to expedite permitting and design review, and such policies should be continued as some areas of the downtown are rezoned as part of this planning process.

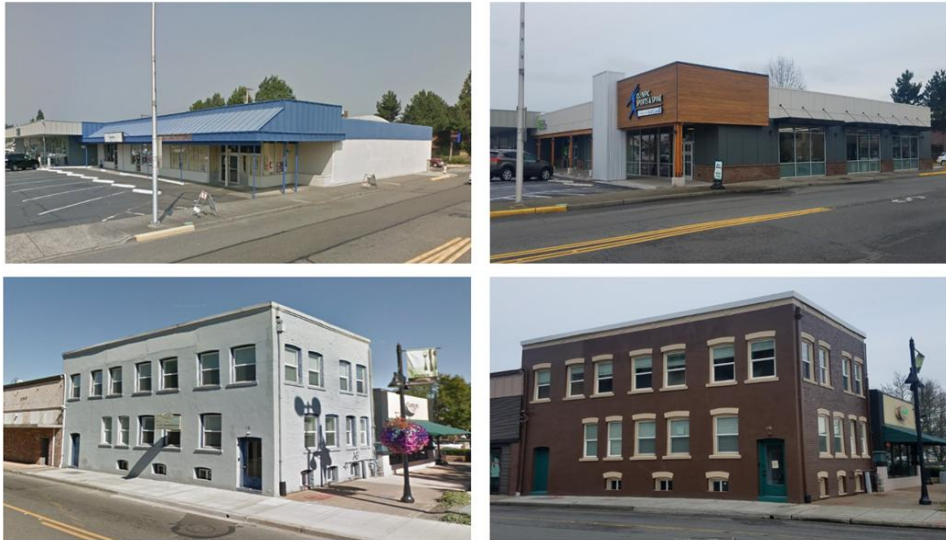
Storefront Auburn Program

The City of Auburn has historic and unique buildings, as well as many wonderful family-owned and compelling businesses. The Storefront Auburn Program seeks to preserve and enhance the charm of the Downtown commercial area through strategic physical improvements to buildings.

The City is awarding façade improvement grants to facilitate exterior building (façade) improvements for businesses within the designated Business Improvement Area (BIA). Since 2015, the City Council approved \$100,000 per year to be awarded to owners of buildings and/or businesses in downtown Auburn. The 2024 Downtown Plan recommends the City continue these efforts to create favorable conditions for businesses in the downtown area.

Auburn’s program covers the costs of improvements under \$5,000 and requires a gradually increasing match for more expensive projects, with a maximum grant of \$30,500. The business must be within the Business Improvement Area and employ 25 people or fewer, and newly constructed buildings are not eligible.

Images below provide examples of historic and mid-century buildings revitalized under Auburn’s program. The 2024 Downtown Plan recommends the City explore whether this grant program can be expanded so that grants can be made to address internal and/or building envelope improvements, such as grants for commercial kitchens, heating and cooling, structures, roof repairs, etc. Additionally, the 2024 Downtown Plan recommends considering increased funding for this program, and in particular targeting businesses along the historic Main Street corridor, which was identified by stakeholders as a unique asset within Auburn.



Before and After Storefront Improvement Examples in Auburn. Source: City of Auburn

New Opportunities

Tax Increment Financing

In 2021, Washington State granted new powers of tax increment financing (TIF) to the state’s cities, counties, and port districts.⁷ This funding mechanism allows municipalities to establish a geographic district (called the increment area) that is expected to benefit the most from a proposed new infrastructure investment. Typically, bonds are issued at the outset and the additional tax revenue resulting from the increased land and property values are then captured to pay for the new infrastructure and pay off the bonds.

TIF is widely used in other states across the country, but Washington’s new program has some specific guidelines which differ from other states. In Washington, the state school levy and some other local taxes used to repay general obligation bonds are exempt. Additionally, TIF financing can only be used for specific authorized public improvements which are expected to

⁷ “Tax Increment Financing (TIF)”. Municipal Research Service Center.
<https://mrsc.org/Home/Explore-Topics/Economic-Development/Financing-Economic-Development/Tax-Increment-Financing.aspx>

encourage private development and increased assessed valuation which would not otherwise happen without the improvements. These improvements may be located inside or outside the increment area and include streets, water and sewer systems, sidewalks, streetlights, parking facilities, parks and recreational areas, broadband service, or brownfield mitigation. TIF can also be used to pay for long-term affordable housing, childcare service, providing maintenance and security for public improvements, and acquiring property for historic preservation. Unlike in other states, TIF funding in Washington can only be used for the specified projects or improvements set forth in the initial application, and project lists cannot be modified later. Thus, TIF is only applicable to existing and well-defined projects with specific infrastructure needs. The TIF district must have a maximum sunset date of 25 years and not have an assessed valuation greater than \$20 million, and each city may not have more than two districts.⁸

In Auburn, projects on City-owned property might benefit from TIF funding. Redevelopment of other parking lot sites, or larger-scale projects requiring new streets, plazas, or streetscape improvements and which also include affordable housing could also benefit from TIF funding.

State Programs

There are several state programs in which the City could participate to enhance downtown economic activity and revitalization as well as tie in with other projects including the Auburn Ave. Theatre redevelopment.

Creative Districts⁹ are found in cities throughout Washington and are designated cultural hub areas which can help attract artists, creative businesses, and promote the creative identity of an area. In creative districts, ArtsWA (Washington State Arts Commission) administers resources, grant opportunities, and technical assistance to cities to help promote marketing, placemaking, and development, including affordable housing for artists and redevelopment of historic assets, in these areas.

The [Washington State Main Street Program](#) helps communities revitalize the economy, appearance, and image of their downtown commercial districts using the successful Main Street Four-Point Approach. While this approach has usually been applied to historic downtown districts, it also has applicability to commercial corridors such as Auburn Way.

⁸ “Washington State's Expanded TIF Authority Creates Powerful Catalyst for Public-Private Partnerships.” Denis Wright Tremaine. May 2022.

<https://www.dwt.com/insights/2021/05/washington-state-tax-increment-financing-law>

⁹ <https://www.arts.wa.gov/creative-districts/>

Organizations and Partnerships

Auburn has an existing nonprofit business organization, The Downtown Auburn Cooperative, which <https://downtownauburncooperative.org> works to improve and create opportunities for small businesses in the downtown.¹⁰ Many of the strategies discussed in this chapter and in Chapter 4 | Land Use & Urban Design could be undertaken, at least in part, by this organization. The 2024 Downtown Plan recommends the City maintain an active relationship with the Cooperative and consider providing funding to the organization, particularly for programs or projects in which they are working in partnership. One concern voiced by members of the cooperative in stakeholder interviews conducted by the project team in 2022 was around increased crime and perceptions of safety issues downtown by residents and customers. This could be an area for cooperation between the Cooperative and City works to improve and create opportunities for small businesses in the downtown.¹¹

Continuing to engage with local and regional employers, institutions, regional agencies, and Tribal governments can help identify future opportunities and potential partnership strategies. Examples include, but are not limited to: MultiCare, Auburn School District, Green River College, Boeing, Safeway, Fred Meyer, Trillium Employment Services, King County agencies (including Public Health, which has a location just north of 10th St NE), and the Muckleshoot Indian Tribe.

Programs, Funding, and Incentive Recommendations

- DP-H-26** Consider using TIF as a funding mechanism in the Downtown for specific projects.
- DP-H-27** Maintain and expand existing City programs to support local businesses and address storefront vacancies.
 - a. Maintain the Storefront Auburn Program and explore feasibility of extending the program beyond façades, to address overall building envelope needs, and other improvements.
 - b. Consider increasing funding for the Storefront Auburn Program program.
- DP-H-28** Consider implementing a Commercial Vacancy Tax.
- DP-H-29** Develop a mix of incentives and penalties that seek to eliminate ongoing vacancy of ground floor commercial spaces.

¹¹ <https://downtownauburncooperative.org/>

- DP-H-30** Consider participating in state programs that align with the key goals of specific areas within downtown, including:
- a. Apply for Downtown Auburn to become a designated creative district through ArtsWA. (See Key Districts)
 - b. Explore opportunities and resources in the Washington State Main Street Program.
- DP-H-31** Coordinate with the Downtown Auburn Cooperative (DAC), and other organizations, and seek to develop partnerships to improve security and promote new economic opportunities.
- DP-H-32** Continue to seek coordination and partnership opportunities with other major employers, institutions, and the Muckleshoot Indian Tribe located in and around downtown Auburn.
- DP-H-33** Consider expanding access to economic opportunities through actions such as adopting a priority hire ordinance, encouraging workforce development partnerships, and identifying pipeline education or training opportunities.

Local Businesses and Displacement Risks

Displacement is most frequently discussed in the residential context, where residents of an area are forced to relocate due to redevelopment or rapid increases in rents and housing costs as an area revitalizes, gentrifies, or redevelops. Although less frequently discussed, the process of displacement can also apply to businesses, particularly small businesses, in areas of redevelopment. Numerous studies have demonstrated the importance of small businesses in the American economy, with the Small Business Administration noting that businesses with 10 or fewer employees make up three-quarters of the nation's private-sector employers.¹² Neighborhood small businesses are important for community gathering and cohesion as well as providing local employment. In many communities, particularly lower- and middle-income areas, small businesses tend to be owned by immigrants and/or people of color.

Despite the negative impacts that can be caused by commercial and residential displacement, it is also true that cities are in a constant, if often slow, process of change and evolution. New people, investment, development, and businesses can also have many positive impacts, including introducing more foot traffic,

¹² <https://cdn.advocacy.sba.gov/wp-content/uploads/2020/11/05122043/Small-Business-FAQ-2020.pdf>

safety, and overall spending in an area. The 2024 Downtown Plan calls for more mixed-use development and overall revitalization. Therefore, policies should attempt to balance the positive impacts of development with negative impacts, including commercial displacement.

Small businesses can be vulnerable to several types of commercial displacement:

- **Physical Displacement** occurs when businesses are forced to relocate due to building sale, renovation, or redevelopment.
- **Economic Displacement** occurs when businesses can no longer afford their rent due to rising property values and rents in the area.
- **Exclusionary Displacement** occurs when businesses cannot afford to move into a neighborhood experiencing rapid economic change and consumer preferences.

In Downtown Auburn, there are several areas with businesses which may be prone to displacement. Main Street, described above under “Downtown Core,” contains a variety of small businesses in historic buildings, some of which cater to a diversity of cultural groups. This area has already seen a significant amount of redevelopment in recent years. Although many of the new developments contain ground floor commercial space, the new spaces rent for higher rates and may not cater to the needs of the businesses which previously occupied the area.

Another corridor in the Downtown area which may be at some risk of commercial displacement is the section of Auburn Way north of MultiCare, which contains a variety of auto-oriented commercial uses, some of which are vacant or in disrepair. Many of these sites are significantly underutilized with large quantities of surface parking. As the area continues to develop, this area will likely see increased densities and some pressure to redevelop these uses into denser development types, though the MAKERS team projects that the pace of change on Auburn Way will be incremental and modest. Older strip malls, and other aging commercial spaces are typically the most affordable to small businesses. As old retail spaces are redeveloped into mixed use developments, the number of retail spaces affordable to local business owners could be reduced over multiple decades.

Stakeholder interviews with business leaders in Auburn conducted by MAKERS and Leland Consulting Group (LCG) in 2022 indicated that the majority of businesses in the downtown are small, “mom-and-pop” businesses, and there was a general consensus that rents in the area are too high for many of these types of businesses to afford in the Downtown area, even with the increased numbers of residents that new development has brought downtown.

Commercial Displacement Tools

The Small Business Anti-Displacement Network has produced a [toolkit](#) with strategies cities can use to reduce the risk of small business displacement. A number of these strategies, highlighted below, may be effective in helping mitigate commercial displacement in Auburn.

Commercial preservation and property improvement

Strategies to preserve and improve properties include the City's Storefront Auburn Program, discussed in detail above, as well as programs which provide grants, technical assistance, and/or marketing to help keep designated legacy businesses in an area. Auburn could consider such efforts if specific businesses the City wishes to see remain in the Downtown area are at risk of displacement.

Downtown Associations and Campaigns

The Downtown Auburn Cooperative (DAC), described in detail above, is well positioned to advocate for small businesses in the downtown. Further partnerships between the City and the DAC, or funding of the Cooperative, could help prevent commercial displacement in the downtown area.

Create and Sustain "Shop Local" Campaigns

Campaigns to promote shopping at small local businesses have been successful in bringing economic activity and attention to small businesses in downtown areas across the country. "Small Business Saturday" in November generated over \$20 billion for small retailers and restaurants in 2021. Small businesses can work together to promote such campaigns, improve their online marketing presence, and secure funding from private and public sources. A recurring yearly or quarterly event can help sustain customer interest and visibility of Downtown businesses. More tools for "Shop Local" campaigns can be found at [Main Street America's website](#).

Local hiring and entrepreneurial support

Technical assistance and counseling

Technical assistance programs can target BIPOC, immigrant-owned businesses, and other small businesses and can provide assistance with business planning, accounting, and tax filing, as well as language assistance. The City could work with the DAC to provide such services to small businesses in the Downtown area.

Neighborhood business incubators

These often take the form of free or low-cost spaces, mentorship, and/or access to capital for emerging small businesses. The City's Storefront Auburn Program in past decades brought artists to vacant storefronts in the city, providing gallery and exhibition space. A future, more comprehensive business incubator could be considered in existing or new space in Downtown.



A Micro-Restaurant Space at the La Scala in Beaverton, OR. Source: Carleton Hart Architecture.

Zoning and form-based codes

Store size caps

One way to ensure that affordable commercial spaces do not disappear as the Downtown redevelops is to incentivize or even require new mixed-use buildings to include small or micro-retail spaces. For example, The La Scala in Beaverton, Oregon, includes micro-spaces for breweries and restaurants along with a communal eating area. The City's Storefront and Building improvement programs described above could be targeted to assist small or micro-retail spaces.

Height limitations

Limiting building heights along certain corridors such as areas of Main Street can provide a disincentive to redevelopment of historic buildings which may otherwise be demolished under higher or more permissive height regulations. This can provide some displacement prevention for businesses in these buildings.

Streamlined permitting and licensing

Streamlining of licensing can help small businesses, particularly those starting out, avoid delays and complexity getting started. Additionally, streamlined permitting can save developers money, potentially reducing rents for newer commercial spaces. Auburn already offers a downtown Environmental Impact Review which significantly reduces barriers to development in the Downtown. The City could also explore other ways to streamline business permitting and licensing to Downtown businesses.

Design Standards

Updating Design standards to promote more flexibility. (See Redevelopment in Chapter 5 | Housing & Redevelopment.)

Displacement Risk Recommendations

DP-H-34 Identify best strategies to reduce commercial displacement risks.

6 | Transportation

Auburn's transportation network consists of vehicle, rail, bicycle, pedestrian and transit facilities. The recommendations provided for the downtown are intended to help achieve the goals and objectives related to transit, multimodal connectivity, and enhanced street design and streetscape.

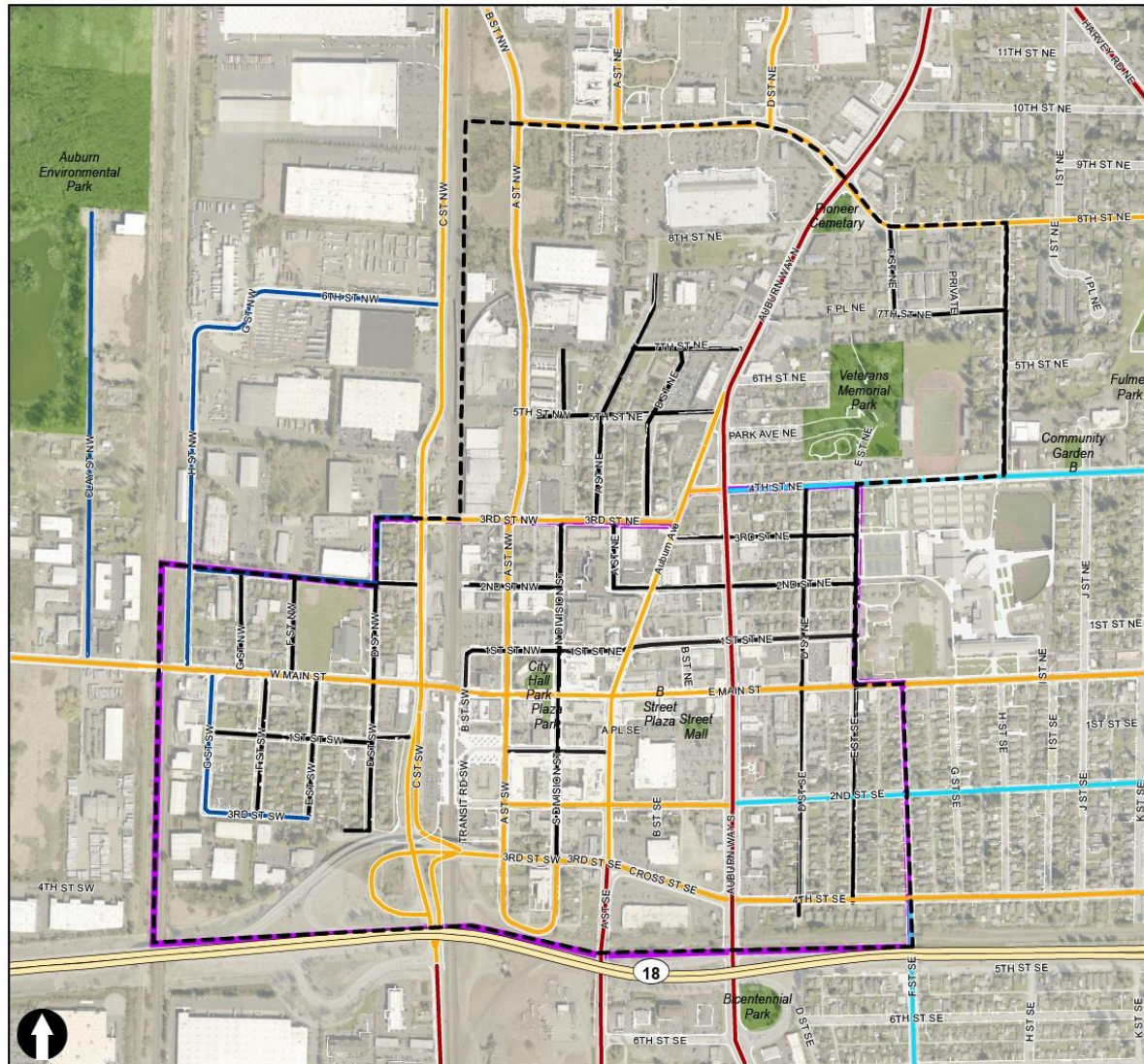
Improving multimodal circulation to and through Downtown Auburn is essential to supporting population and economic growth in the area. This 2024 Downtown Plan and EIS identifies how the City can support vehicle access and circulation, while also expanding bicycle and pedestrian access, and improving access to the city's rail station and frequent service bus routes. This chapter provides existing contents and future improvement opportunities for the following transportation modes:

- Roadway Network and Safety
- Active Transportation
- Transit, Vehicle Circulation, and Parking

Roadway Network and Safety

The street system functions as a network. Functional classification is the hierarchy by which streets and highways are defined according to the character of service they provide. The three main classes of streets in Auburn are arterials, collectors, and local streets. 2024 street classifications are shown in Map 6-1. Understanding the existing functional classification helps establish which corridors will provide for the future movement of people and goods, as well as emergency vehicle access. As development is being considered, accommodation for the appropriate transportation corridors is crucial. In the downtown study area, most streets are primarily collector and local roadways, with three arterials running north-south and one east-west connection.

Map 6-1 Roadway Network

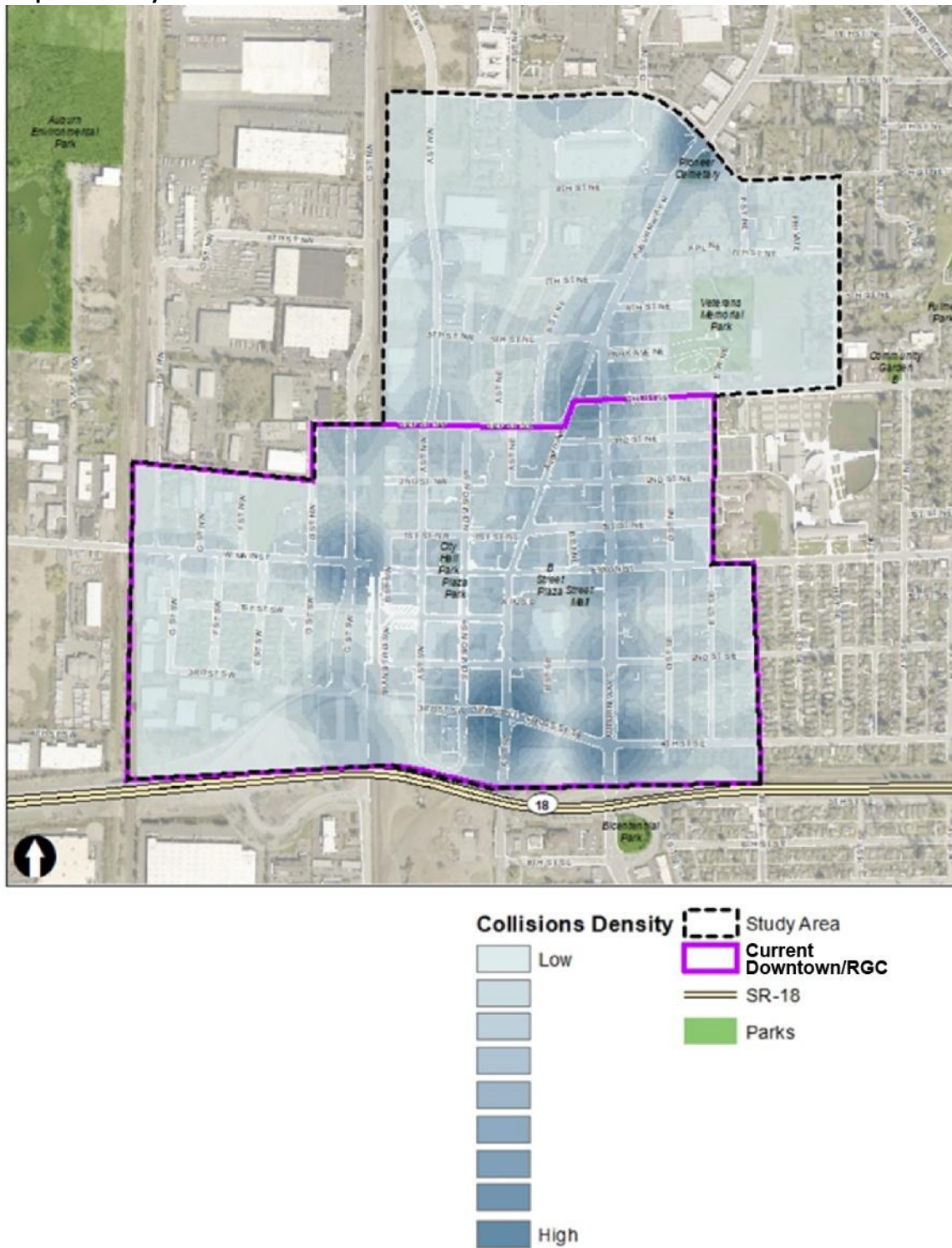


2021 Roadway Classification

- | | |
|--|--|
| — Principal Arterial | Study Area |
| — Minor Arterial | Current Downtown / RGC |
| — Collector | SR-18 |
| — Industrial Collector | Parks |
| — Local
(Not show on map out side of study area) | |

Source: City of Auburn, King County, Fehr & Peers and MAKERS

Map 6-2 Safety



Source: City of Auburn, King County, Fehr & Peers and MAKERS

Safety

Safety is a high priority for the City to promote a downtown environment that accommodates multiple transportation modes. Map 6-2 shows the locations in Downtown Auburn with the highest density of collisions, as reported in the City's 2020 Local Road Safety Plan. As shown by the heatmap, many collisions occurred along principal and minor arterial roadways, as well as major intersections. At-grade rail crossing intersections were also evaluated for safety, including several in the downtown study area. There have been recent upgrades to the rail crossings, such as pre-signals that prevent vehicles from stopping on the crossing. The City will continue to make safety improvements in the Downtown Area based on the priorities identified in city-wide safety plans.

Street Grid and Future Circulation Needs

The downtown core generally has a small-block street grid structure, with some larger parcels interrupting the street connections east of A St NE. This grid pattern generally supports strong connectivity in downtown, which facilitates walkability and distributes traffic, benefiting access to major downtown destinations like the Sounder Station and MultiCare. In the North Downtown area, the street grid is more irregular, with large blocks and off-set intersections. New through-block connections, and intersection improvements could improve overall multimodal circulation and safety as downtown continues to redevelop.

The City has some plans for roadway network expansion within the downtown.

Table 6-1 provides an overview of planned transportation projects by 2044. The recently constructed A Street Loop project provides a new key east-west street connection on the southern border of the downtown.

Table 6-1 Planned Transportation Projects for Downtown Auburn (2024-2029 Transportation Improvement Projects (TIP))

Proposed TIP Project	Description
I-7 – Downtown Infrastructure Improvement Project	The purpose of this project is to construct infrastructure improvements in the Downtown Auburn that will support existing development and future re-development activities and to replace infrastructure that is at or near the end of its useful service life. This project will design and construct street and utility improvements in the alley along the north side of the Auburn Ave Theater building, Auburn Ave from the alley to E Main Street, and on E Main Street from Auburn Ave to the B Street Plaza. The project includes replacing the existing traffic signal at the intersection of E Main/Auburn Ave, installing decorative overhead street lighting on E Main Street and the B Street Plaza, replaced sidewalks on E Main Street, sewer and water utility main construction, and other work to improve and enhance the project area.
I-15 - 10 th Street NW/A Street NW Traffic Signal	The project will construct a new traffic signal in place of the existing stop-control on the 10th Street NW approach. The project is needed to address a level of service deficiency at the intersection. The project will also evaluate intersection control, channelization, and pedestrian crossing improvements along 10th Street NW to the east of the intersection.
N-5 – 1st Street NE/NW and Division Street Pedestrian Improvements	The project will implement non-motorized improvements at the 1st Street NE/NW/N Division Street intersections in downtown Auburn. Construction is expected to begin in the summer of 2025. The proposed improvements will create a raised intersection to reduce speeds and encourage motorists to yield to pedestrians using the crosswalks; add curb bulbs where they are not currently provided to reduce crossing distances and improve pedestrian visibility; construct new ADA complaint ramps; and both pedestrian level and street lighting improvements.
P-3 - 10 th Street NE Non-Motorized Improvements	The project will preserve 10th Street NE between B Street NW and Auburn Way N. The project will also rechannelization the roadway to convert the existing four-lane cross section to a three lanes section incorporating bike lanes and a center two-way left-turn lane. The existing intersection control at the intersection with A Street NE will be revised to remove the east/west stop-control, and the installation of a new north/south crosswalk to the east of the intersection. The new crosswalk is proposed to be enhanced with a median island and a Rectangular Rapid Flashing Beacon (RRFB). The existing signal at D Street NE will require modification to match the new roadway cross section.
R-5 – A Street NW, Phase 2 (W Main Street to 3 rd Street NW)	The project will widen A Street NW to create a three-lane roadway section between W Main St and 3rd St NW. This project will improve the connection between the A St NW Extension, (Phase 1) and Auburn Station and Central Business District. The project is approximately 0.2 miles long.

R-16 - 3 rd Street NE/Auburn Avenue	The project will construct a northbound left-turn lane and a northbound/southbound crosswalk at the 3rd Street NE/Auburn Avenue intersection and realign the 4th Street NE/Auburn Way N intersection to eliminate the split phase signal operation improving circulation and access. The project will improve traffic operations, safety, and circulation for both vehicles and non-motorized users.
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Rail and Freight Circulation

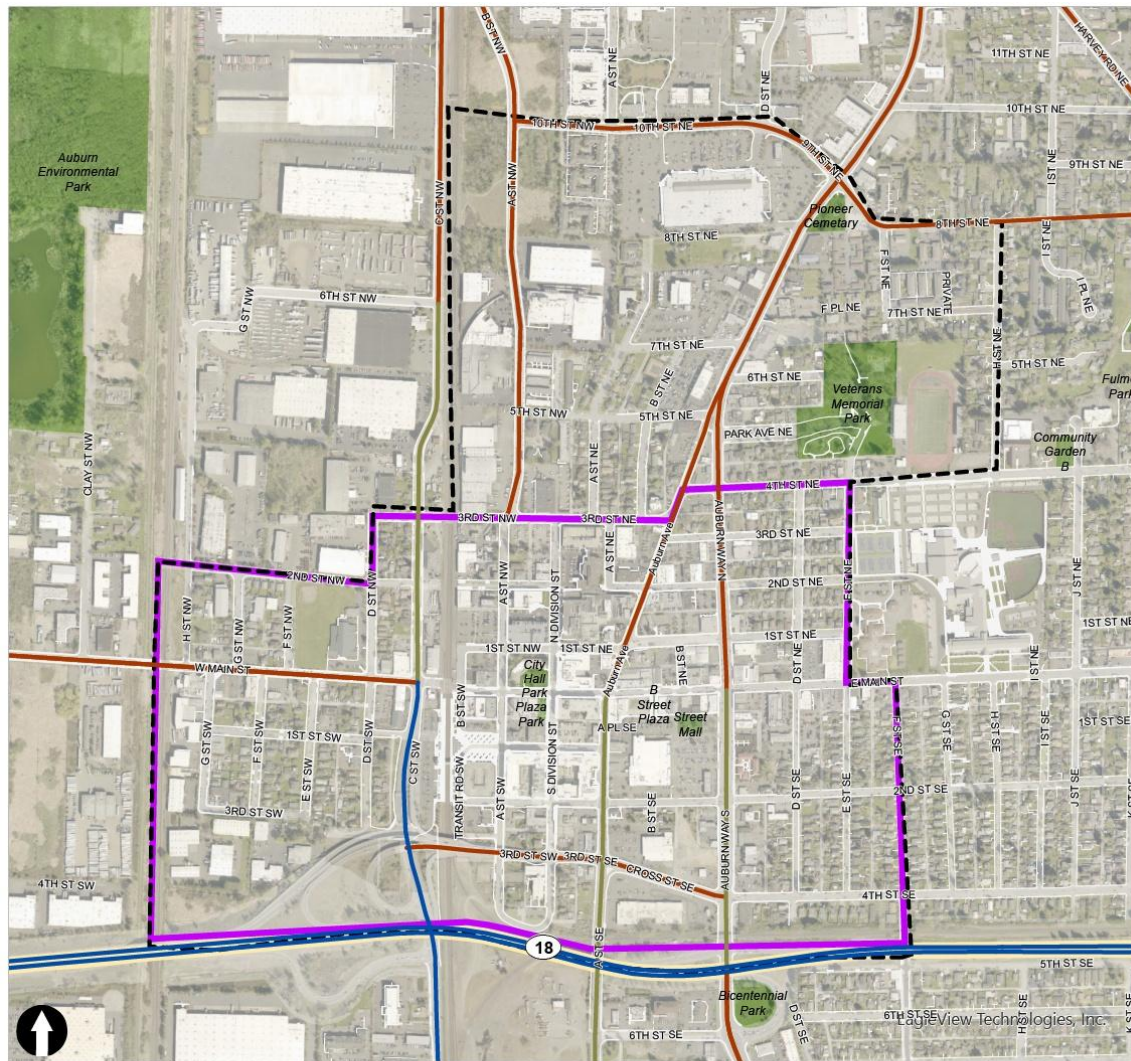
The Union Pacific Railroad (UP) and Burlington Northern Santa Fe Railway (BNSF) have rail lines running through Auburn as indicated in Map 6-3. The UP Railroad runs north-south along the western edge of the study area boundary. BNSF also runs north-south, with 3 rails running through the area. BNSF also has rail lines running east-west along the south edge of the study area along SR-18 (Stampede Pass Line) and operates the rail yard between A Street SE and C Street SW, south of SR-18. This area may develop as a multi-modal rail yard in the future, which could necessitate capacity improvements due to increased truck traffic. While the rail yard is outside the study area, future development could impact traffic flow through downtown. Finally, the Sounder additionally runs through downtown Auburn on the north-south BNSF tracks, with the Auburn Transit station located downtown with one parking garage and a second parking garage under construction with a tentative completion date of 2027.

Downtown Auburn includes some existing industrial uses and commercial operations which require truck access for both delivery and commercial operations. The City of Auburn prohibits large commercial vehicles (16,000 pounds or more) in the downtown traffic control zone ([Ordinance 6633](#)) defined as the areas between C St NW and Auburn Way N, and 3RD Ave NE and 3RD Ave SW/Cross St SE. The City allows some exceptions for deliveries to downtown, vehicles originating from a property within the control zone, and public transit, school buses, and emergency vehicles. The City also has dedicated truck routes within downtown. See Map 6-4 for truck route locations.

Map 6-3 Rail Network



Map 6-4 Freight Network



- | | |
|------------|----------------------|
| FGTS Class | Parks |
| T-1 | SR-18 |
| T-2 | Current Downtown/RGC |
| T-3 | Study Area |
| T-4 | |
| T-5 | |

Roadway Network Recommendations

- DP-T.1** Implement recommended improvements at the C St NW & 3rd St NW intersection to reduce traffic impacts as downtown redevelopment occurs. (See transportation analysis in EIS for more background.)
- DP-T.2** Make improvements to address roadway and intersection safety at key locations highlighted in the City's Local Road Safety Plan and Comprehensive Safety Action Plan (See also Active Transportation in Chapter 6 | Transportation).
- DP-T.3** Consider strategies to reduce traffic speeds in downtown to improve safety.
- DP-T.4** Consider the need for connectivity for both vehicle and non-motorized traffic with new development within the limits allowed. Update design and/or engineering standards to encourage non-motorized connections in mixed-use nodes
- DP-T.5** Consider how to facilitate crossing of the BNSF/Sounder rail corridor at W Main St.
- DP-T.6** Whenever feasible meet ACC 12.06.030 Complete streets infrastructure and provide complete streets with all new street projects downtown.

Active Transportation

Pedestrian Network

Downtown Auburn offers a mostly complete pedestrian network, in which sidewalks are generally available on both sides of most streets and there are also two multiuse trails in proximity to the study area. Overall, this supports a positive pedestrian environment, as businesses, shops, and single-family homes in the downtown core generally benefit from sidewalks and street trees. However, there are gaps in existing sidewalk infrastructure in the study area and some older sidewalks are five feet wide without buffers provide comfortable walkability. When feasible with redevelopment or major transportation projects, these should be widened to meet the City's current standards. (See also Map 2-7 for a map of sidewalk gaps and pedestrian circulation barriers.)

Pedestrian improvements will be most critical around new nodes of mixed-use development in areas that lack street grid connections and/or sidewalk infrastructure.



L: Vehicle traffic and construction on E Main Street. R: Five-foot sidewalks on Auburn Way N.

Main Street Traffic Analysis

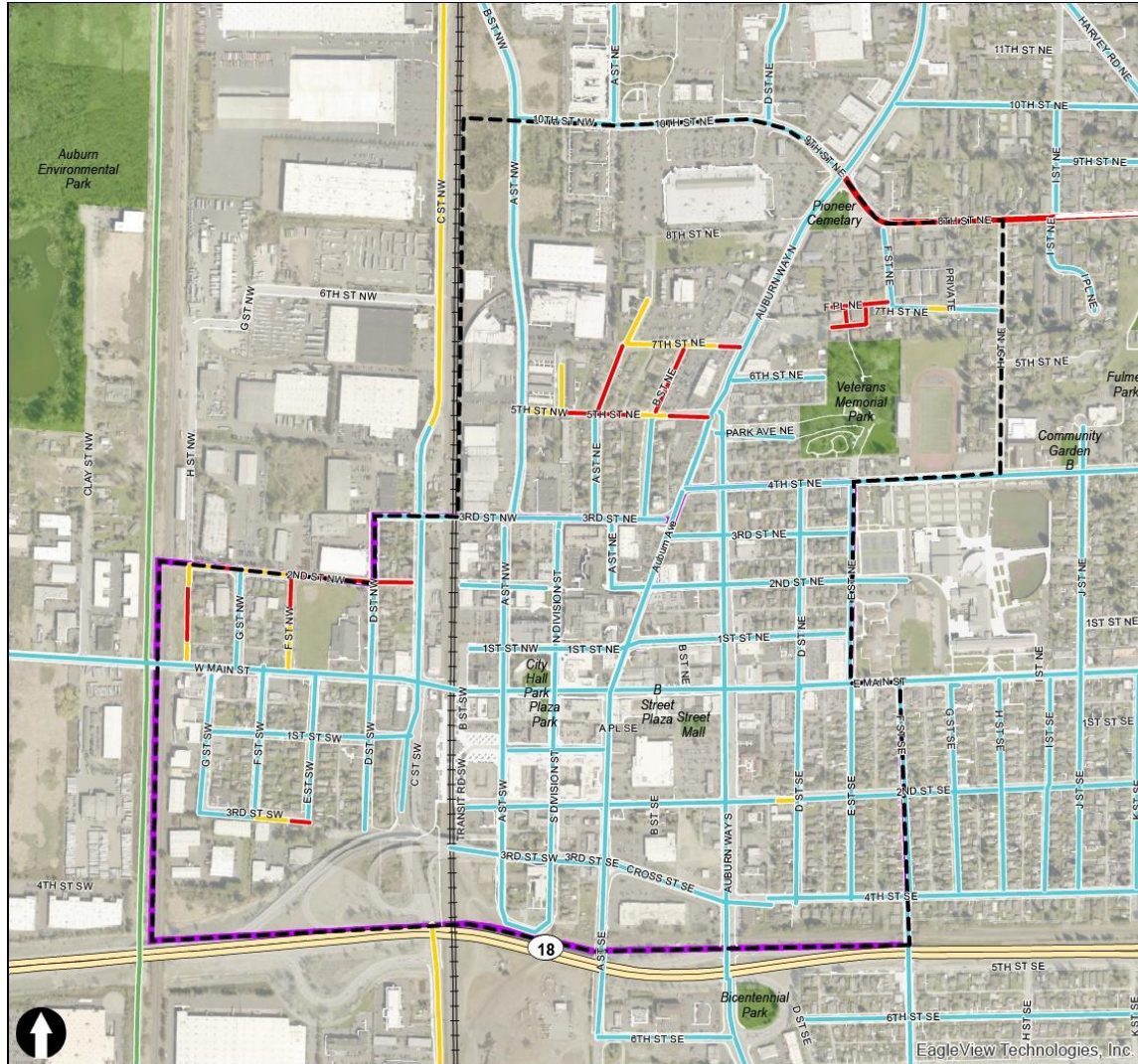
The 2024 Downtown Plan evaluated changing traffic patterns along East Main Street to provide more space for people walking and biking and promote commercial activity along this key business corridor. The City conducted a preliminary traffic analysis of modifying East Main Street from Auburn Ave to Auburn Way. Four options were studied in the analysis:

- Option 1 - Keep the road in its existing two-way traffic configuration.
- Option 2 - Close the road to all vehicle traffic.
- Option 3 - Close the road to eastbound traffic.
- Option 4 - Close the road to westbound traffic.

All scenarios utilized the 2044 Draft-Preferred Land Use Alternative Scenario (2044 Land Use) from the City's 2024 Comprehensive Plan as the background traffic demand model which is also consistent with the methodology used for the EIS. This preliminary traffic analysis shows that, from a traffic operations perspective, Options 1 and 3 are feasible. Implementation of Option 3 would

support the 2024 Auburn Downtown Plan's goals for improving non-motorized circulation and access and promoting more activity in downtown. A more detailed traffic analysis will be required prior to implementation of any changes.

Map 6-5 Pedestrian Network

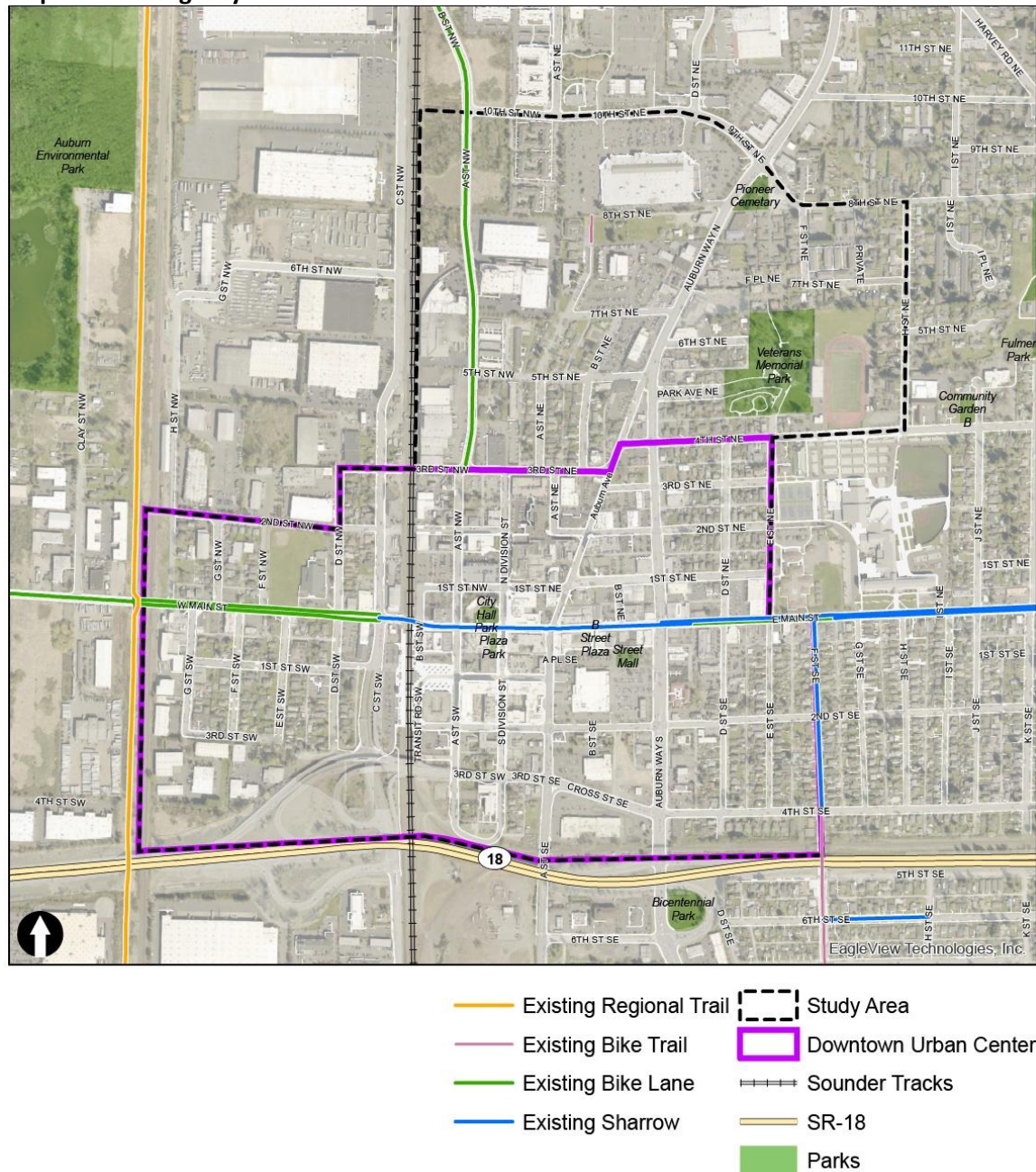


- Existing sidewalk on both sides
- Existing sidewalk on one side
- Sidewalk gaps
- Multi-use trail
- Study Area
- Current Downtown/RGC
- Sounder Tracks
- SR-18
- Parks

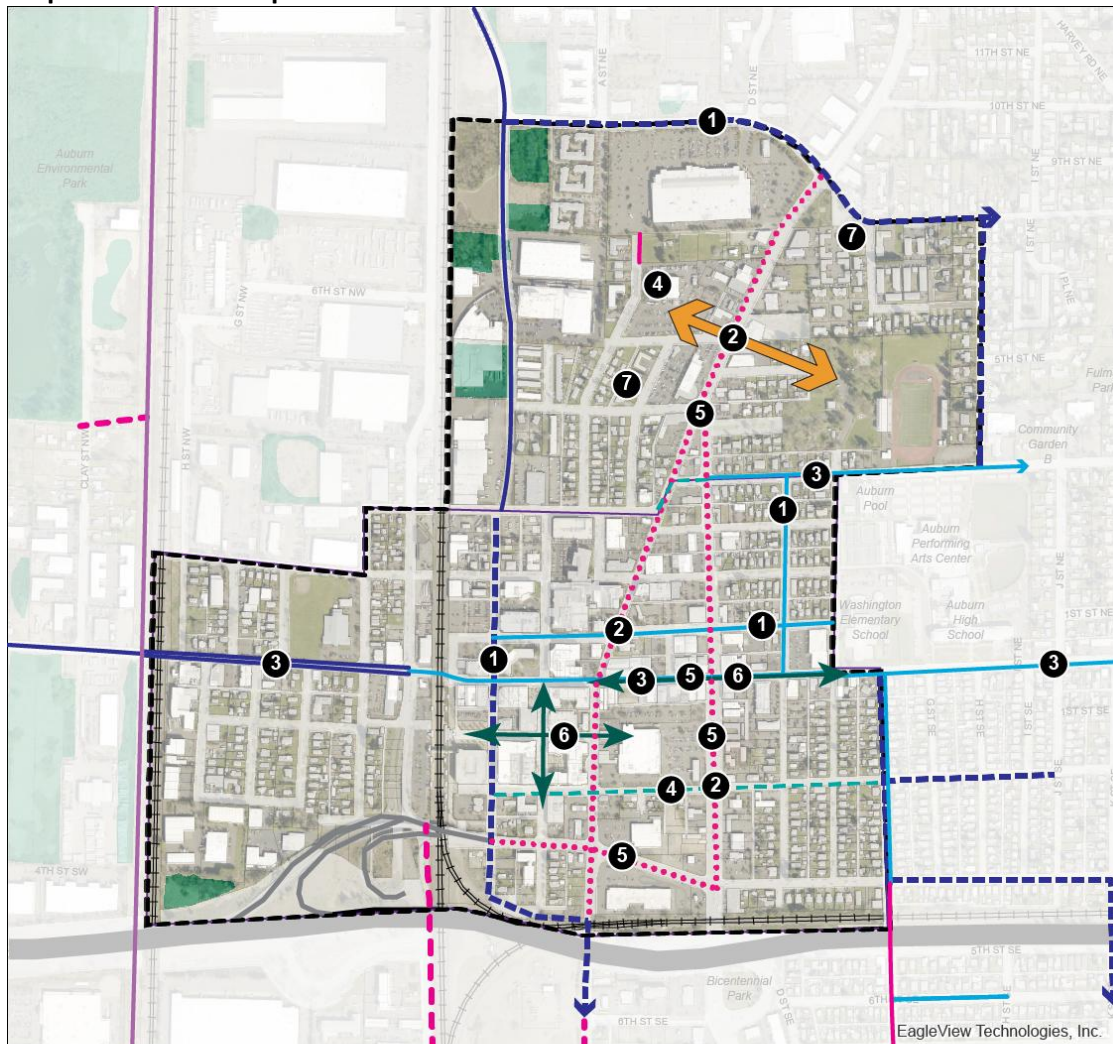
Bicycle Network

Better accommodating people who wish to travel by bike is priority for the City. Current infrastructure benefits from access to regional trails such as the Interurban Trail directly west of downtown. There are also two multiuse trails in proximity to the study area as seen in Map 6-6. Improving existing bike routes through downtown and providing a new low stress connection would be most welcoming for cyclists of all ages and abilities. Map 6-7 highlights the active transportation recommended improvements of the 2024 Auburn Downtown Subarea Plan Update.

Map 6-6 Existing Bicycle Network



Map 6-7 Active Transportation Recommendations



Active Transportation Improvements

- ➊ Implementation of planned bike routes and bike facility improvements
- ➋ Identify ped and/or bike crossing improvements to support E-W access. (Specific locations may evolve with redevelopment and/or City plans.)
- ➌ Enhance existing bike facilities
- ➍ New potential bike routes (Coordinate facility type and alignment with redevelopment and City plans.)
- ➎ Streetscape improvement opportunity (priority areas and/or with redevelopment)
- ➏ Corridor activation (strengthen connections, corridor themes, and/or streeteries, etc.)
- ➐ New sidewalk priority areas

- Existing Regional Trail
 - Existing Bike Trail
 - Existing Bike Lane
 - Existing Sharrow
 - Planned Bike Route
 - Future Trail
 - Revised Downtown Area (Proposed)
 - Current Downtown/RGC
 - Wetlands
 - Railroad
- 2024 Auburn Downtown Plan Recommendations**
- ↔ Future crossing need (with redevelopment)
 - ... Streetscape improvements (middle/long-term and/or with redevelopment)
 - - - New ped/bike route (middle/long-term and/or with redevelopment)

Active Transportation Improvements Recommendations

- DP-T.7** Implement planned bike improvements within downtown in the near-term. Over time, improve facilities in key locations to class II or I bikeways, when feasible, including:
- a. Explore strategies to widen and/or buffer existing bike lanes on 3rd St NW/ NE and facilitate crossing of Auburn Way N and Auburn Ave.
 - b. Provide bike facility improvements with future traffic changes on E Main St.
 - c. Explore strategies to buffer existing bike lanes on W Main St, west of the C St NW.
- DP-T.8** Implement planned ped/bike improvements on priority routes, such as E Main St, that provide access to downtown.
- DP-T.9** Implement planned utility, street, and streetscape improvements that support future development in Downtown and enhance ped/bike access, including:
- a. Downtown Infrastructure Improvement Project (TIP I-7)
 - b. 1st Street NE/NW and Division Street Pedestrian Improvements (TIP N-5)
 - c. 10th Street NE Non-Motorized Improvements (TIP P-3)
 - d. 3rd Street NE/Auburn Avenue (R-16)
- DP-T.10** Seek opportunities to provide new bike routes as redevelopment occurs over time, and expand bike circulation through downtown.
- a. Consider new bike facilities on 2nd St SE and in North Downtown, particularly in coordination with redevelopment.
- DP-T.11** Identify key pedestrian and bicycle crossing improvements, to improve circulation and access to transit resources, such as the Souder station, and the KC Metro I Line bus stops.
- DP-T.12** Prioritize safety improvements identified in the City's Local Road Safety Plan and Comprehensive Safety Action Plan.
- DP-T.13** Facilitate access to Veterans Memorial Park, particularly for new mixed-use nodes in North Downtown.
- DP-T.14** Update design and/or engineering standards to encourage non-motorized connections within new mixed-use development areas, particularly in North Downtown.

- DP-T.15** Address sidewalk gaps in key areas through redevelopment, to support overall development and improvement.
- DP-T.16** Provide complete streets with all new street projects downtown, when feasible.
- DP-T.17** Promote streetscape improvements and coordinate with local businesses and redevelopment to support activation, pedestrian comfort, and economic development along key corridors.
- DP-T.18** With future ADA transition plan updates, prioritize removing barriers and improving access for people with limited mobility into and around Downtown. Consider programmatic solutions (i.e. shuttle) where physical improvements are not feasible.

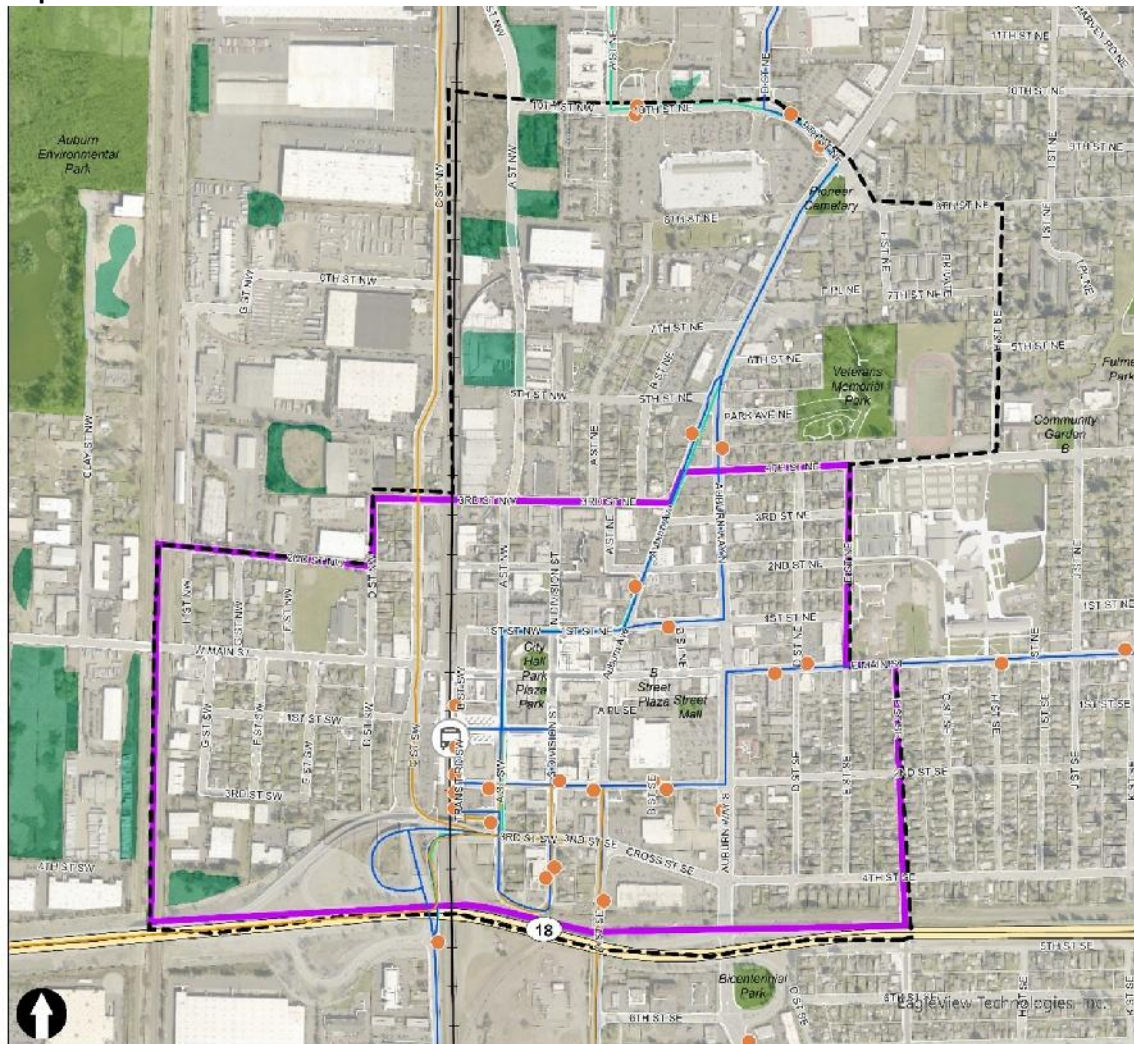
Transit, Vehicle Circulation, and Parking

The City of Auburn does not administer transit service. The City coordinates service with King County Metro Transit, Pierce Transit, Sound Transit, and Muckleshoot Tribal (MIT) transit. Transit in the city operates at local service (30-minute headways in the peak period) and frequent/express service (less than 30-minute headways in the peak period). Service is also offered through DART (Dial-A-Ride Transit) which arranges transit service on demand. As noted above, the City of Auburn has a rail station, which is served by Sound Transit's Sounder train, which runs primarily during peak AM/PM weekday hours. Map 6-8 shows the existing transit network.

RapidRide I Line will upgrade Route 160 (previously Route 180, combined with former Route 169) connecting the cities of Auburn, Kent, and Renton. The service will start at Auburn Station and run along A St SW, 1st St NE, Auburn Ave, and Auburn Way N Serving Kent and ending at Renton Transit Center. When RapidRide I Line launches in Fall 2026:

- Buses will come more often and more reliably for one route service.
- Metro will add service at night and on weekends for one route service.
- Stations will be removed, moved, added and be built to the Rapid Ride standards along the Rapid Ride route.
- All-door boarding and ORCA card readers on buses will mean faster loading and unloading for all passengers if implemented by Metro on the Rapid Ride route.
- Improved sidewalks and street crossings will make it easier and more comfortable to get to/from bus stations along the Rapid Ride Route.

Map 6-8 Transit Service



- DART
- Express
- Local
- Bus Stop
-  Sounder Station
- Current Downtown/RGC Study Area
- SR-18
- Parks

Access to Transit Stations and Stops

The Sounder Station is a key destination within Downtown Auburn. Parking lots around the station support commuters arriving by car. Recent sidewalk improvements and the public plaza at the station also support people walking to and from the station. Increased uses of the station plaza (special events, seasonal performances, etc.) could help activate the area and foster a stronger connection between the station and downtown.

Access to bus stops within downtown could be improved by coordinating with the transit agency to increase lighting and expanding space to provide more comfort for people waiting for the bus.

Within the study area, the top three bus stops, in terms of boardings and alightings, are at the Auburn Sounder Station for routes 184, 160, and 181 (Auburn Sounder Station & 1st St SW^{13*}). The City will continue to explore opportunities to increase access to transit by making improvements identified in City-wide plans, improving pedestrian facilities with redevelopment and public investments, and will coordinate with KC Metro to identify strategies that promote safety and comfort around bus stops.



Auburn Sounder Station

¹³ Source: Fehr & Peers, Spring 2022

Vehicle Circulation and Traffic Operations

While the City aspires to provide a connected, multimodal system that provides residents, employees, and visitors with robust options, private automobiles will continue to be an important mode that serves many trips. As such, this 2024 Downtown Plan seeks to maintain a basic level of vehicle mobility, even as Auburn grows.

As of the 2021 comprehensive plan, the City uses a single-mode level-of-service (LOS) system to measure conditions for vehicular travel. Corridor segments within Downtown Auburn may operate at LOS E. All other arterial and collector corridors in the city must operate at LOS D or better, unless otherwise indicated. The City measures vehicle mobility during the weekday PM peak hour, the time when Auburn's streets are busiest, unless there are unique conditions present.

The EIS analysis found that potential traffic impacts from land use changes proposed in the 2024 Downtown Plan could be mitigated by making improvements in key locations. The City will monitor change and consider future improvements as redevelopment occurs. See EIS for more details.

See the transportation analysis in the EIS for more details.

Parking

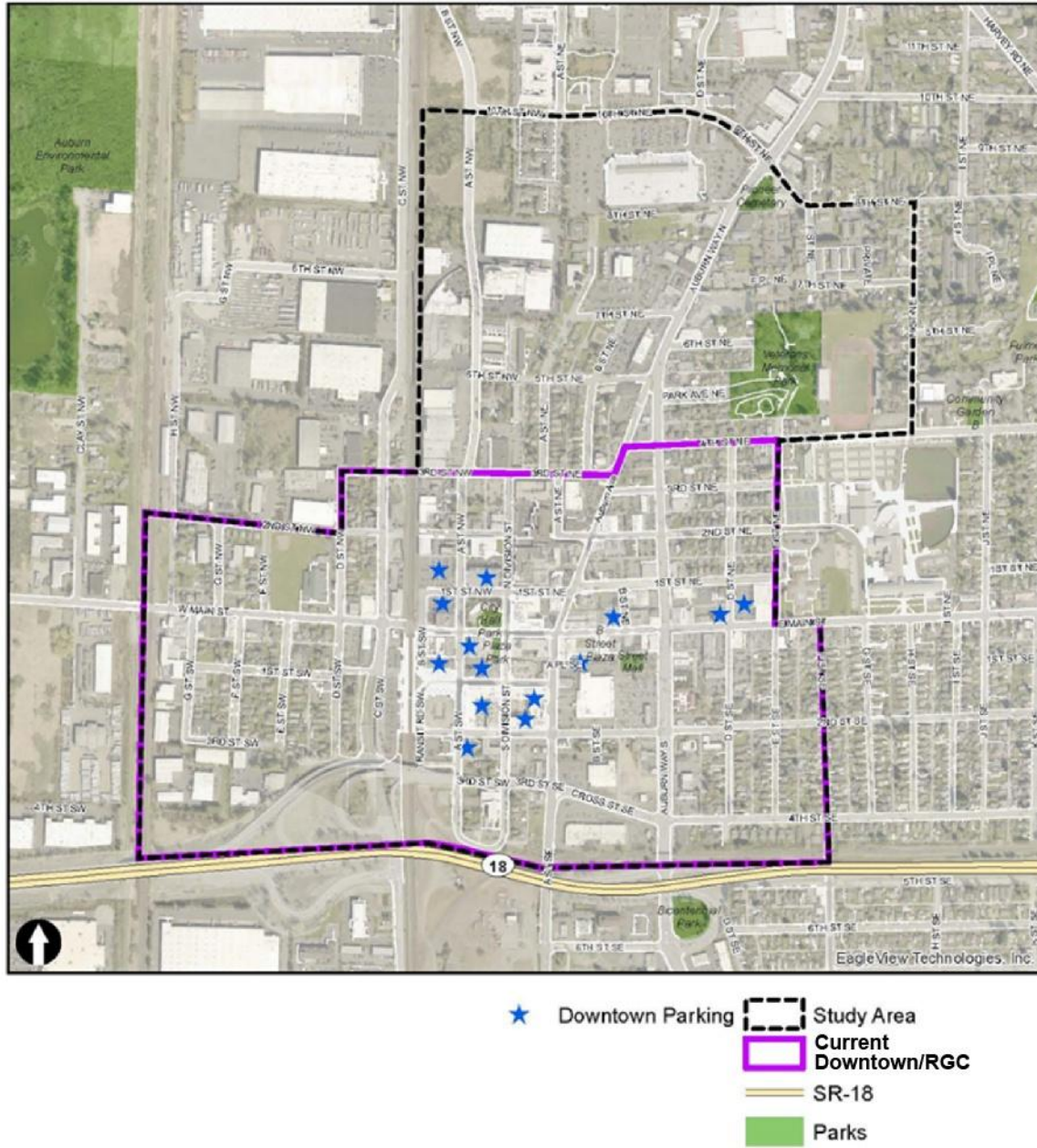
According to the Comprehensive Downtown Parking Management Plan (CDPMP), adopted January 2014, there were a total of 4,879 parking spaces in the Downtown Urban Center (DUC) as of December 2011. This includes on-street public parking, off-street public parking, and off-street private parking. Map 6-9 Parking shows the locations of parking lots downtown. Other parking is included on-street with time limits.

Sound Transit is also planning a new parking structure within Downtown to provide additional parking capacity for the Sounder. The City will continue to monitor and evaluate parking needs as conditions evolve.



Auburn Station Park and Ride Garage

Map 6-9 Parking



New Mobility and Future Needs

As Downtown grows, beyond accommodating traditional modes like walking, biking, and transit, the public right of way will also need to accommodate the needs of emerging roadway uses like drop offs and pickups associated with ride hailing companies, electric vehicle charging in off-street parking areas, as well as increased demands for freight loading associated with online shopping and associated deliveries. To ensure Downtown is ready to accommodate these new roadway users, the 2024 Downtown Plan recommends that the City adopt practices recommended in national guidance, such as the Institute of Transportation Engineers' Curbside Management Practitioner's Guide¹⁴ and by the National Association of City Transportation Officials' Urban Street Design Guide¹⁵.



Image showing diverse use of curb space in a downtown area.

¹⁴ Institute of Transportation Engineers. Curbside Management Practitioner's Guide. 2017. <https://s23705.pcdn.co/wp-content/uploads/2019/03/ITE-Kerbside-Curbside-Management-Guide.pdf>

¹⁵ National Association of City Transportation Officials. Urban Street Design Guide. Accessed April, 2023. <https://nacto.org/publication/urban-street-design-guide/>

Transit, Vehicle Circulation and Parking Recommendations

- DP-T.19** Coordinate with KC Metro (and other partners) to identify bus stop improvement projects, including lighting, CPTED principles to enhance safety and comfort for people waiting for buses.
- DP-T.20** Enhance E-W connection between Sounder station and plaza and Downtown Core with redevelopment, through multimodal access and streetscape improvements, art themes, etc. (See also Chapter 4|Land Use & Urban Design)
- DP-T.21** Review and identify curb space management needs in downtown and consider the following:
- a. Incorporate a survey of downtown curb space management needs (ride-share drop off, food pick-up, etc.) into upcoming parking study (or other near-term study).
 - b. Adopt practices recommended in national guidance (ICE, NACTO) such as a prioritization framework for downtown that balances multiple needs on downtown streets.
 - c. Establish a parking management strategy that addresses supply of parking, on-street parking, and mitigating the effects of parking.
- DP-T.22** Promote transition to electric vehicles within Auburn by and consider the following:
- a. Review guidance on location, type, and amount of EV charging infrastructure (i.e. charging hubs, public and publicly accessible lots, private parking areas)
 - b. Review existing EV charging infrastructure with all new development projects to ensure adequate infrastructure in place (particularly near multiunit buildings.)
 - c. Review retrofits for new charging in existing buildings and consider opportunities for streamlining.

7 | Parks & Public Spaces

The core of Downtown Auburn includes several public plazas that provide opportunities for gatherings, festivals, recreation, public art, and performances. The 2024 Downtown Plan seeks to build on this strong foundation by promoting activity and use of existing spaces and increasing access to green open spaces.

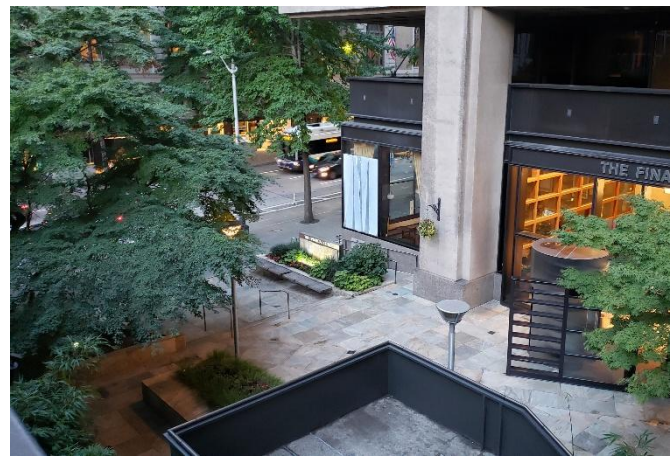
Green Space

The 2024 Downtown Plan promotes access to green space in downtown by recommending the City invest in a new public park, promote open space with redevelopment, and improve access to existing green spaces, specifically Veterans Memorial Park.

New Green Spaces

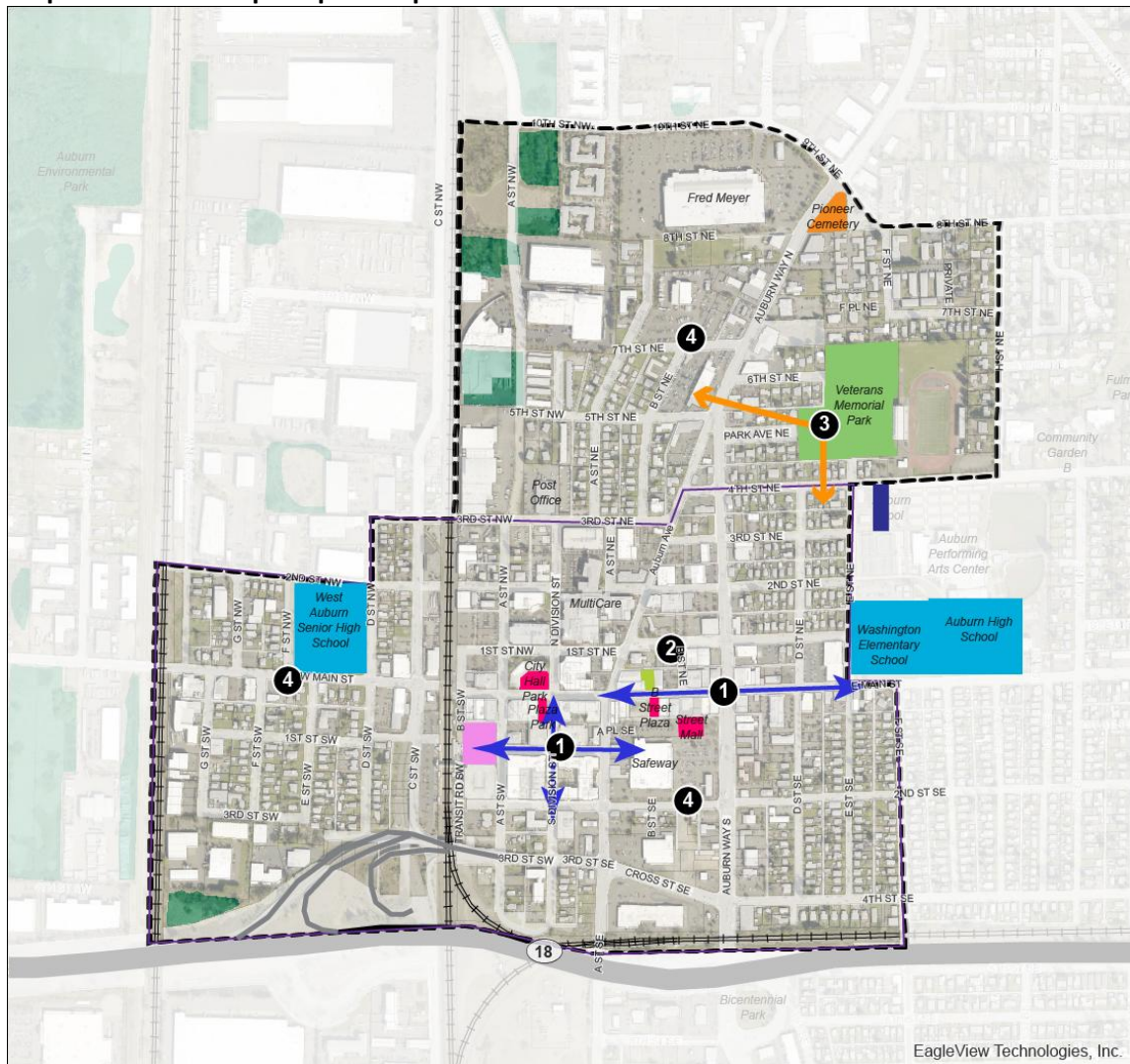
Downtown Auburn lacks green open space, and siting a new park/plaza Downtown has been a goal of the City Parks Recreation, Open Space, & TrailsPlan. The City's acquisition of property near the Auburn Theater site, close to the Postmark Center for the Arts, creates an opportunity to build on this community asset hub while offering green space, shade, and places for resting, small gatherings, and play.

Beyond this public investment, 2024 Downtown Plan also recommends promoting privately owned public spaces with redevelopment, particularly on larger sites. Open spaces connected to streets should incorporate trees for shade, and provide amenities that benefit both residents and people visiting downtown, such as creative play features, or small dog parks.



Trees providing shade in urban plazas and privately owned public spaces.

Map 7-1 Park and Open Space Improvements



Parks and Public Space Improvements

- ① Corridor activation (strengthen connections, corridor themes, and/or streeteries, etc.)
- ② Locate a new public park downtown near Postmark Center for the Arts.
- ③ Create safer connections to Veterans Memorial Park
- ④ Promote green open space, GSI, and/or tree canopy cover in mixed use development nodes. (Locations shown are general, to be coordinated with redevelopment.)

- Plazas
- ST Plaza
- Parks
- Pool (Indoor)
- Cemetery
- School Facilities
- Study Area
- Current Downtown/ RGC
- Wetlands
- Railroad
- Proposed Park

Green Infrastructure and Shade

In addition to new parks and pocket plazas, redevelopment can provide opportunities for functional open space, such as green stormwater infrastructure, that help manage runoff while also providing helpful co-benefits for reducing urban heat impacts, and providing shade. Maximizing benefits from GSI features should be considered with future redevelopment, particularly on large sites where there could be significant benefits.

Increasing tree canopy where there are opportunities is another important goal for Auburn, particularly given the extent of impervious surface coverage in the area surrounding downtown, and the trends toward more urban heat island impacts. The 2024 Auburn Downtown Plan recommends promoting street trees (including on-site trees along the street) and canopy cover wherever feasible, to reduce temperatures and increase resilience in the city. Redevelopment in North Downtown may provide particular opportunities for increasing tree canopy cover and shade.

Access to Existing Green Space

Expanding the northern border of downtown provides an opportunity to build stronger connections between downtown and Veterans Memorial Park, and significant open space asset in the city. While the park is relatively accessible from residential areas east of downtown, it is a longer distance from the core area, and requires crossing larger arterials. Providing crossings of Auburn Ave from North Downtown will be critical to ensuring future residents have comfortable access to the park's green space and recreation benefits.



Bioswale and trees provide amenity to adjacent sidewalk and businesses.

Green Space Recommendations

- DP-P.1** Construct a new public plaza connecting Postmark to Main Street and the B-street plaza.
- DP-P.2** Encourage the inclusion of publicly-accessible green open space with large redevelopment.
- DP-P.3** Increase tree canopy where feasible on downtown streets and public spaces, to increase opportunities for shade and reduce urban temperatures.
 - a. Consider green street treatments around larger sites and redevelopment areas that utilize both street trees and GSI to manage stormwater, reduce urban temperatures, help slow traffic, and help connect people living in urban environments to natural systems.
- DP-P.4** Improve access to Veterans Memorial Park from the downtown core and North Downtown by providing stronger non-motorized connections.



Streetscape and urban plaza elements can encourage play and exploration for all ages.

Public Space Opportunities

Activation

Activating existing public spaces in downtown is a key priority for the near-term to encourage use, increase eyes on the street to promote safety and security, and support overall economic benefits by increasing the vibrancy of downtown. The 2024 Downtown Plan identified a number of strategies that could help increase activity and use of the city's existing spaces.

- **Recurring Events.** Supporting recurring events located downtown, such as monthly art walks, summer street fairs, craft markets, and cultural celebrations, can help increase activity, and attract new visitors to the city center.
- **Lighting Improvements.** Conducting a lighting audit and identifying areas for more lights were need to promote security and comfort at night was noted as a key need by several local business owners.
- **E Main St Activation.** E Main St has a distinct character within downtown, and is a hub of local shops and businesses. Promoting more activity in this area can help businesses attract new customers, and encourage more people to spend time downtown.
- **Arts Activation.** Arts events can help activate underutilized public spaces. This strategy could also be utilized if there are vacant commercial spaces adjacent to plazas, or along key corridors, as temporary gallery spaces and/or performances can benefit property owners by helping to market existing spaces. Property-owners should cover cost of this type of installation.



Cultural Connections

Public spaces within a downtown area can also play an important role in communicating the history and culture of a place through art, design, and elements included in the space. The 2024 Auburn Downtown Plan considered how the City could continue to infuse downtown with a sense of place, even as redevelopment changes the urban fabric of the area.

- **Cultural Themes.** Working with local community members to identify important themes and build on those through downtown Auburn is one way to strengthen community connections.
- **Cultural Themes.** Auburn is a diverse community, and public spaces within downtown reflect and celebrate that diversity through design elements, art features, and events.

Public Space Recommendations

- DP-P.5** Promote recurring events downtown to increase activity and attract new people to the area.
- DP-P.6** Assess lighting needs and make improvements to increase comfort and security at night.
- DP-P.7** Promote E Main St as a center for special events and activities, and help attract more customers to local businesses. Work with local business district to identify additional activation strategies.
- DP-P.8** Consider how temporary arts installations and/or events can help activate public and private spaces.
- DP-P.9** Continue to use public space elements and art to strengthen the sense of place within downtown and honor the diverse cultural community of Auburn.



Recently renovated Postmark Center for the Arts is a public space asset that will help activate downtown.
Photo courtesy of [Will Austin Photography](#).

8 | Utilities

To support growth and evolution of Downtown Auburn, future planning, coordination, and investments will be needed to ensure City utility services meet future demands and align with current regulations and guidance.

Water and Sanitary Sewer Service

The Water System Plan developed for the 2024 Comprehensive Plan Update considered land use changes consistent with the 2024 Downtown Plan. Though the downtown area generally has adequate water service and can meet future demands, water system improvements were identified in the Water System Plan to address specific deficiencies over the planning period. The City will continue to implement utility improvements to address identified deficiencies over the planning period that are needed to support future redevelopment in downtown.

- The Water System Plan identified areas where there is some limitation in water service currently and includes a prioritized list of improvements to address those limitations over the 20-year planning period.
- The Comprehensive Sewer Plan identified areas with key conveyance deficiencies and included those areas in a list of capital improvements over the 20-year planning period.

In addition to investments identified in the plans noted above, the City could also support future redevelopment by identifying grants for public investments to upgrade sewer and wastewater infrastructure where redevelopment may require cost prohibitive upgrades. The City could also explore new funding opportunities, such as Tax Increment Financing to support infrastructure improvements. See Programs, Funding, and Incentives in Chapter 5 | Housing & Redevelopment for more details.

Stormwater Management

Green Stormwater Infrastructure (GSI), such as rain gardens, bioretention swales, provides multiple benefits to Downtown Auburn by treating runoff, improving water quality, reducing the urban heat island effect, and increasing trees and landscape areas. The City will encourage the implementation of GSI as redevelopment occurs downtown, and will consider flexibility with private landscape requirements.

Utility Recommendations

- DP-U.1** Implement planned projects identified in the City's Comprehensive Plan to continue to improve water and sewer capacity in Downtown.
- DP-U.2** Use strategic public infrastructure to stimulate private investment in economic development and redevelopment activities in the planning area such as TIF, LID, latecomers agreements, and system oversizing. City-owned and operated utilities should continue to pursue federal, state, and private grants to finance infrastructure.



Examples of green stormwater infrastructure integrated with private development (at left) and incorporated into a streetscape (at right).

9 | Implementation

This element provides an overview of implementation steps and provides a high-level framework to guide the City's actions over the duration of the plan. This is intended to be a general framework, which can evolve and change as the city evolves.

The following chart provides a high-level overview of recommended actions, and an estimate of the timing when action may occur, as well as key roles and potential resources or funding uses for implementation. These are estimates only – changes to implementation timing, roles, and funding may evolve as opportunities arise and as resources allow.

Implementation Chart Key

Timing

- Short (S) – 1-5 years
- Medium (M) – 5-10 years
- Long (L) – 10-20 years
- Ongoing (S-L) – a continuous action over time
- Opportunistic (O) – as funding or opportunity arises

Potential Resources /Funding

- Public – staff resources, public funds, public grant funds
- Private – required with redevelopment, private partner involvement

Role (Responsible Party)

- City Council (CC)
- Community Development (Planning, Community Services) (CD)
- Economic Development (ED)
- Parks, Art, & Recreation (PCR)
- Public Works (PW)
- King County Metro (KCM)
- Sound Transit (ST)
- Utility providers (Utilities)

Table 9-1 Implementation Summary Table

Action	Timing	Role	Potential Resources/ Funding
LAND USE RECOMMENDATIONS			
DP-LU.1 Provide more opportunities for growth within Downtown Auburn and align with regional growth strategies by coordinating with PSRC to expand the Regional Growth Center boundary.	S	CD	Public
DP-LU.2 Adopt proposed zoning changes described in 2024 Downtown Plan (See Zoning Recommendations for more details.)	S	CD	Public
DP-LU.3 Review and update design standards to ensure regulations promote compatibility between adjacent land uses. (See Zoning Recommendations for more details.)	S	CD	Public
DP-LU.4 Where feasible, consider landscape buffers between new housing and freeways, and utilize this space for green infrastructure (GSI, urban heat mitigation, etc.)	Ongoing	CD	Public/Private
DP-LU.5 Update DUC design standards with consideration for areas in North Downtown.	S	CD, PW	Public
DP-LU.6 Update Pedestrian Streets designations. (See Urban Form Recommendations for more details.)	S	CD, PW	Public
DP-LU.7 Require redevelopment to provide strong connections for people walking, biking, and using transit through the construction of new, complete streets, street improvements, and/or new through block connections.	Ongoing	CD, PW	Private
DP-LU.8 Support decarbonization of existing buildings and new development to align with Auburn's climate change goals. (See Green Building and Resilience Recommendations for more details.)	Ongoing	CD	Public/Private
DP-LU.9 Promote efficient water use in buildings and landscapes within downtown. (See Green Building and Resilience Recommendations for more details.)	Ongoing	CD, PW	Private
DP-LU.10 Require water-efficient landscape with new buildings.	Ongoing	CD, PW	Private

DP-LU.11 Reduce the urban heat island effect by:	Ongoing	CD, PW	Private
a. Expanding tree canopy cover outside of right-of-way and increasing green space within Downtown. b. Update development standards to promote passive cooling, reflective and/or cooling building materials, and other design strategies.			
DP-LU.12 Provide a resilience hub in Downtown, that provide access to cool spaces and air filtration during periods of extreme heat and/or wildfire smoke.	M	CD, PAR	Public/Private
DP-LU.13 Support the transition to electric vehicles within downtown. (See Green Building and Resilience Recommendations for more details.)	Ongoing	CD/PW	Public/Private
HOUSING AND REDEVELOPMENT RECOMMENDATIONS			
DP-H-1 Update the Downtown Urban Center Zone to encourage more affordable housing (See Housing Recommendations for more details.)	S	CD	Public
DP-H-2 Revise citywide residential zoning through the comprehensive plan process to incorporate middle housing types and apply appropriate zones in downtown.	S	CD	Public
DP-H-3 Implement HAPI recommendations generally, including updated definitions, zone intent, permitted uses tables, dimensional standards, parking requirements, and internal conversions.	S	CD	Public
DP-H-4 Ensure zoning updates allow apartments in all downtown residential zones.	S	CD	Public
DP-H-5 Update the City's MFTE program to encourage greater flexibility and use. (See Housing Recommendations for more details.)	S	CD	Public
DP-H-6 Continue using the Affordable and Supportive Housing Sales Tax Credit Fund for acquisition, rehabilitation, and construction of affordable housing; operations and maintenance costs of new affordable or supportive housing units; and rental assistance provisions to tenants.	S	CD	Public
DP-H-7 Continue to promote development sites and seek partners.	Ongoing	CD	Public

DP-H-8 In the medium-term the City should define a plan for redevelopment. Begin to seek grant funds, and/or nonprofit or private development partners in order to implement the defined and desired development. If one or more stand-alone arts venues are not being pursued, then other options should be considered and implemented to avoid long-term vacancy of the sites.	S	CD	Public/Private
DP-H-9 Market the benefits of the Planned Action SEIS such as reduced SEPA review and risk for developers.	S	CD, ED	Public
DP-H-10 Highlight importance of Arts to Downtown Auburn by: a. Continuing to support local public art program. b. Fostering Arts Commission to generate local interest and opportunities for the arts. c. Explore potential for forming an Arts District in downtown by creating a local district, or pursuing state programs. d. Build on recent investments around the Postmark Center for the Arts. e. Pursue mixed-use project that combines affordable housing and arts and/or performance space on City-owned properties in this area. f. Leverage Main Street traffic revisions to accommodate more active art events in this space. g. Work with local partners and businesses to support arts-themed events (Sound Transit, MultiCare, etc.)	Ongoing	CD, PAR	Public/Private
DP-H-11 Encourage new types of businesses in Downtown that provide new activities, including new restaurants, arts-related spaces, etc.	Ongoing	CD, ED	Public/Private
DP-H-12 Continue to monitor redevelopment and permit activity and work with developers to ensure the 2024 Auburn Downtown Plan's goals are being met by new development in the area.	Ongoing	CD, ED	Public
DP-H-13 Actively facilitate project in key locations. (See Promoting Redevelopment Recommendations for more details.)	S-M	CD, ED, CC	Public
DP-H-14 Develop a plan to prioritize action on other City-owned sites. (See Promoting Redevelopment Recommendations for more details.)	S	CD, ED, PAR, PW	Public
DP-H-15 Promote Medical-Wellness hub around MultiCare. (See Promoting Redevelopment Recommendations for more details.)	M	CD, ED	Public/Private
DP-H-16 Update design standards to promote more flexibility, particularly for ground floor commercial spaces, to promote a wider range of businesses. (See Promoting Redevelopment Recommendations for more details.)	S	CD, ED, PW	Public
DP-H-17 Consider using TIF as a funding mechanism in the Downtown for specific projects.	S-M	CD, CC	Public

DP-H-18 Maintain and expand existing City programs to support local businesses and address storefront vacancies. (See Programs, Funding, and Incentive Recommendations for more details.)	S-M	CD, ED	Public
DP-H-19 Consider participating in state programs that align with the key goals of specific areas within downtown.	S-M	CD	Public
DP-H-20 Apply for Downtown Auburn to become a designated creative district through ArtsWA. (See Programs, Funding, and Incentive Recommendations for more details.)	S-M	CD, PAR	Public
DP-H-21 Coordinate with the Downtown Auburn Cooperative, and other organizations, and seek to develop partnerships to improve security and promote new economic opportunities.	Ongoing	PAR	Public
DP-H-22 Continue to seek coordination and partnership opportunities with other major employers, institutions, and Tribes located in and around downtown Auburn.	Ongoing	CD, ED	Public/Private
DP-H-23 Identify best strategies to reduce commercial displacement risks.	S-M	CD	Public
TRANSPORTATION RECOMMENDATIONS			
DP-T.1 Implement recommended improvements at the C St NW & 3rd St NW intersection identified in the FEIS to reduce traffic impacts as downtown redevelopment occurs.	O	PW	Public
DP-T.2 Make improvements address roadway and intersection safety at key locations highlighted in the City's Local Road Safety Plan and Comprehensive Safety Action Plan.	O	PW	Public
DP-T.3 Consider strategies to reduce traffic speeds in downtown to improve safety.	O	PW	Public
DP-T.4 Consider the need for connectivity for both vehicle and non-motorized traffic with new development within the limits allowed. Update design and/or engineering standards to encourage non-motorized connections in mixed-use nodes.	O	PW	Public
DP-T.5 Consider how to facilitate crossing of the BNSF/Sounder rail corridor at W Main St.	M-L	PW	Public
DP-T.6 Whenever feasible meet ACC 12.06.030 Complete streets infrastructure and provide complete streets with all new street projects downtown.	Ongoing	PW	Public
DP-T.7 Implement planned bike improvements within downtown in the near-term. Over time, improve facilities in key locations to class II or I bikeways, when feasible. (See Active Transportation Improvements Recommendations for more details.)	S-M	PW	Public/Private

DP-T.8 Implement planned ped/bike improvements on priority routes, such as E Main St, that provide access to downtown.	O	PW	Public/Private
DP-T.9 Implement planned utility, street, and streetscape improvements that support future development in Downtown and enhance ped/bike access. (See Active Transportation Improvements Recommendations for more details.)	S-M	PW	Public
DP-T.10 Seek opportunities to provide new bike routes as redevelopment occurs over time, and expand bike circulation through downtown. (See Active Transportation Improvements Recommendations for more details.)	O and Ongoing	PW	Public/Private
DP-T.11 Identify key pedestrian and bicycle crossing improvements, to improve circulation and access to transit resources, such as the Sounder station, and the KC Metro I Line bus stops.	O and Ongoing	PW	Public/Private
DP-T.12 Prioritize safety improvements identified in the City's Local Road Safety Plan and Comprehensive Safety Action Plan.	Ongoing	PW	Public
DP-T.13 Facilitate access to Veterans Memorial Park, particularly for new mixed-use nodes in North Downtown.	O and Ongoing	PW, PAR	Public/Private
DP-T.14 Update design and/or engineering standards to encourage non-motorized connections within new mixed-use development areas, particularly in North Downtown.	S	PW, CD	Public/Private
DP-T.15 Address sidewalk gaps in key areas through redevelopment, to support overall development and improvement. Error! Bookmark not defined.	O and Ongoing	PW, CD	Public/Private
DP-T.16 Provide complete streets with all new street projects downtown, when feasible.	Ongoing	PW, CD	Public/Private
DP-T.17 Promote streetscape improvements and coordinate with local businesses and redevelopment to support activation, pedestrian comfort, and economic development along key corridors.	O	PW, CD, PAR	Public/Private
DP-T.18 With future ADA transition plan updates, prioritize removing barriers and improving access for people with limited mobility into and around Downtown. Consider programmatic solutions (i.e. shuttle) where physical improvements are not feasible.	M	PW	Public/Private
DP-T.19 Coordinate with KC Metro (and other partners) to identify bus stop improvement projects, including lighting, CPTED principles to enhance safety and comfort for people waiting for buses.	S-M	PW, CD	Public

DP-T.20 Enhance E-W connection between Souder station and plaza and Downtown Core with redevelopment, through multimodal access and streetscape improvements, art themes, etc.	Ongoing	CD, PAR, PW	Public/Private
DP-T.21 Review and identify curb space management needs in downtown. (See Transit, Vehicle Circulation and Parking Recommendations for more details.)	O	CD, PW	Public
DP-T.22 Promote transition to electric vehicles within Auburn. (See Transit, Vehicle Circulation and Parking Recommendations for more details.)	O	CD, PW	Public/Private
PARKS AND OPEN SPACE RECOMMENDATIONS			
DP-P.1 Construct a new public plaza connecting Postmark to Main Street and the B-street plaza.	M	PAR, CD	Public
DP-P.2 Encourage the inclusion of publicly-accessible green open space with large redevelopment.	O	CD, PAR	Public/Private
DP-P.3 Increase tree canopy where feasible on downtown streets and public spaces, to increase opportunities for shade and reduce urban temperatures. (See Green Space Recommendations for more details.)	O	CD, PAR, PW	Public/Private
DP-P.4 Improve access to Veterans Memorial Park from the downtown core and North Downtown by providing stronger non-motorized connections.	O	CD, PAR, PW	Public/Private
DP-P.5 Promote recurring events downtown to increase activity and attract new people to the area.	Ongoing	CD, ED, PAR	Public/Private
DP-P.6 Assess lighting needs and make improvements to increase comfort and security at night.	S	CD, PW, PAR	Public
DP-P.7 Promote E Main St as a center for special events and activities, and help attract more customers to local businesses. Work with local business district to identify additional activation strategies.	S-M	CD, PW, PAR	Public
DP-P.8 Consider how temporary arts installations and/or events can help activate public and private spaces.	Ongoing	CD, ED, PAR	Public/Private
DP-P.9 Continue to use public space elements and art to strengthen the sense of place within downtown, an honor the diverse cultural community of Auburn.	Ongoing	CD, ED, PAR	Public/Private

UTILITIES RECOMMENDATIONS

DP-U.1 Implement planned projects identified in the City's Comprehensive Plan to continue to improve water and sewer capacity in Downtown.	Ongoing	CD, PW	Public
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DP-U.2 Use strategic public infrastructure to stimulate private investment in economic development and redevelopment activities in the planning area such as TIF, LID, latecomers agreements, and system oversizing. City-owned and operated utilities should continue to pursue federal, state, and private grants to finance infrastructure.	Ongoing	CD, PW	Public
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10 | Appendices

Appendix A

Planned Action Environmental Impact Statement (EIS)

Appendix B

Baseline Report

CITY OF AUBURN

2024 DOWNTOWN SUBAREA PLAN UPDATE AND PLANNED ACTION

FINAL ENVIRONMENTAL IMPACT STATEMENT

JANUARY 2025

CITY OF AUBURN
Department of Community Development
25 W Main Street
Auburn, WA 98001



January 22, 2025

Dear Reader,

Located in the center of the Puget Sound region between Seattle and Tacoma, the City of Auburn has grown into a place of regional significance with two major rivers, access to many parks and trails, a solid business core, a committed government, and a long list of other assets and traits.

The proposed 2024 Auburn Downtown Subarea Plan Update (or Downtown Plan Update for short) explores an expanded study area of approximately 360 acres. In downtown Auburn today, a lack of economic development is both the chief impediment to sustainable growth and the most significant root cause of adverse impacts on the community and environment. The planning process is intended to create a shared long-term vision and more-coordinated approach to development, environmental review, and strategic capital investments in the Auburn downtown. Completion of the 2024 Auburn Downtown Subarea Plan Update will support innovative planning and policy interventions to help downtown achieve its tremendous potential for economic development, an outcome that will deliver a broad range of equitable social and environmental benefits at both the local and regional scales.

With the issuance of the Final Environmental Impact Statement (EIS), the City of Auburn is excited to reach this next milestone in the development of the 2024 Auburn Downtown Subarea Plan Update. The Draft EIS considered three alternatives, and the City selected Alternative 3 as the Preferred Alternative:

- **Alternative 1:** This alternative represents the **baseline** (called the No Action Alternative in EIS terms) or the policies, regulations, and programs in effect when the EIS process was initiated. This alternative retains the current zoning, laws, and policies of the 2001 Auburn Downtown Plan, maintaining the existing Downtown Urban Center (DUC) and its mixed-use areas. This alternative assumes growth within the capacity of the DUC and existing zoning, with planned transportation projects such as the A Street Loop, 3rd Street NE/Auburn Avenue, Auburn Way S/6th Street SE, and 10th Street NE non-motorized improvements.
- **Alternative 2:** This alternative was studied in the Draft EIS but was not selected as the Preferred Alternative. The description is provided here for context. This alternative represented moderate growth and proposed zoning changes to allow taller buildings in the proposed Revised Downtown Area, with a focus on mixed-use development. It included modifications to the DUC zone, optimizing the DUC Neighborhood Residential zone for small lot development at higher and lower levels of density in

residential areas surrounding downtown, and maintained M-1 Light Industrial areas in north downtown, while assuming the same transportation improvements as Alternative 1.

- **Preferred Alternative - Alternative 3:** This alternative represents the **highest growth** among all the alternatives and proposes zoning changes similar to Alternative 2 but with increased building heights, including 125-foot buildings in the DUC Med zone around the MultiCare Auburn Medical Center hospital cluster and 75-foot buildings in the north downtown mixed-use node. It assumes the same transportation improvements as Alternative 1.

The Draft EIS identified environmental impacts and mitigation strategies for each alternative. Environmental topics evaluated in detail in the Draft EIS included land use and transportation.

Agencies, affected Tribes, and members of the public were invited to comment on the Draft EIS. No comments were received. Project-related information can be reviewed on the project website at <https://speakupauburn.org/downtownplan>.

This Final EIS is now being issued. City Council action is anticipated in early 2025.

Thank you for your interest in the City of Auburn and the Downtown Subarea planning effort. We look forward to reviewing your comments.

Sincerely,

Alexandria D. Teague

Alexandria Teague/State Environmental Policy Act Responsible Official
City of Auburn, Community Development



FACT SHEET Final Environmental Impact Statement

PROJECT NAME

[Auburn Downtown Subarea Plan and Planned Action Environmental Impact Statement \(EIS\)](#)

DATE OF ISSUE OF FINAL EIS

January 22, 2025

PROPOSAL (PROPOSED ACTION)

The proposal is a non-project action to revise the Auburn Downtown Subarea Plan and pursue a Planned Action Ordinance. The previous Auburn Downtown Plan and EIS were adopted in 2001 and have provided the framework for development of the City's downtown for the past 20 years. The 2024 Auburn Downtown Subarea Plan Update (Downtown Plan Update) is envisioned to supplement the existing plan by providing a refreshed perspective of the land use, development, and transportation options serving the downtown area.

Project Proponent

City of Auburn

State Environmental Policy Act (SEPA) Lead Agency

City of Auburn, Auburn
Washington

SEPA Responsible Official

Alexandria Teague, Planning
Services Manager

Location of Background Materials

Background materials used in the preparation of this Final EIS are listed in Chapter 6, *References*.

The Draft EIS considered three alternatives and the City selected Alternative 3 as the Preferred Alternative. The alternatives were developed as a result of findings during public outreach activities and feedback and from City planning experts and land use consultants:

- **Alternative 1:** This alternative represents the **baseline** (called the No Action Alternative in EIS terms) or the policies, regulations, and programs in effect when the EIS process is initiated. This alternative retains the current zoning, laws, and policies of the 2001 Auburn Downtown Plan, maintaining the existing Downtown Urban Center (DUC) and its mixed-use areas. This alternative assumes growth within the capacity of the DUC and existing zoning, with planned transportation projects such as the A Street Loop, 3rd Street NE/Auburn Avenue, Auburn Way S/6th Street SE, and 10th Street NE non-motorized improvements.
- **Alternative 2:** This alternative represents **moderate growth** and proposes zoning changes to allow taller buildings in the proposed Revised Downtown Area, with a focus on mixed-use development. It includes a Main Street Overlay to encourage compatible-scale redevelopment over time, and modifications to the DUC zone, optimizing the DUC Neighborhood Residential zone for small-lot development at higher and lower levels of density in residential areas surrounding downtown. It assumes the same transportation improvements as Alternative 1.
- **Preferred Alternative - Alternative 3:** This alternative represents the **highest growth** among all the alternatives and proposes zoning changes similar to Alternative 2 but without a zoning overlay or specific focus on the Main Street corridor. It has increased building heights, including 125-foot buildings in the DUC Health and Wellness district around the MultiCare Auburn Medical Center hospital cluster and 75-foot buildings in the north downtown mixed-use node. It assumes the same transportation improvements as Alternative 1.

Each of the three alternatives was analyzed in detail in the Draft EIS for environmental elements of land use and transportation.

PERMITS, LICENSES, AND APPROVALS LIKELY REQUIRED FOR PROPOSAL

The Proposed Action consists of several related decisions by the Auburn City Council regarding the Downtown Subarea Plan Update and Planned Action:

- Approval of the Final EIS as a document that is adequate for State Environmental Policy Act (SEPA) compliance, decision-making, and implementation of the upfront SEPA process.
- Implementation of the associated Planned Action Ordinance for the project and the associated upfront SEPA compliance provision.

- Adoption of the Downtown Subarea Plan Update and the associated policies and implementing regulations, as well as site-specific projects that are proposed within the Downtown Subarea.
- Determination of whether one of the development alternatives contained in the Subarea Plan, a hybrid alternative derived from the development alternatives, or the No Action Alternative is the City's Preferred Alternative for the Downtown Subarea.

Plans must be considered and approved by the City Council after Planning Commission recommendations are made. The Washington Department of Commerce coordinates state agency review during a required 60-day review period.

PUBLIC COMMENTS ON THE DRAFT EIS AND PLANNED ACTION ORDINANCE

Written Comments		Verbal Comments	
Public Comment Period	The Draft Environmental Impact Statement (Draft EIS) was available for a 30-day public comment period starting on September 25, 2024.	Draft and Planned Action Ordinance Public Meeting	A public meeting was held to receive verbal comments on the Draft EIS and the proposed Planned Action Ordinance from the public and interested parties.
Date Written Comments Were Due	Written comments were received if postmarked by October 24, 2024. Comments were mailed to: Alexandria Teague, Planning Services Manager, 25 W Main Street, Auburn, WA 98001.	Public Meeting Date and Time	The public meeting was held on October 15, 2024, starting at 6 p.m.
Written Comment Submittal and Contact Information	Written comments were sent by email to Alexandria Teague, Planning Services Manager: planning@auburnwa.gov	Public Meeting Location	25 W Main Street, Council Chambers, Auburn, WA 98001.

DOCUMENT AVAILABILITY

The Final EIS is available online at the Auburn Community Development Department webpage:

<https://speakupauburn.org/downtownplan>.

For questions or to obtain a copy of the document, contact Alexandria Teague, Planning Services Manager, at ateague@auburnwa.gov or 253.931.3003.

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TIMING OF ADDITIONAL ENVIRONMENTAL REVIEW

This Final EIS was prepared with updates to the environmental document and is now being issued to complete the SEPA EIS process.



Contents

	PAGE
Fact Sheet	FS-1
Abbreviations and Acronyms	iii
CHAPTER 1 Summary	1-1
1.1 Introduction	1-1
1.2 Organization of the Final EIS	1-2
1.3 Background	1-3
1.4 Project Location	1-3
1.4.1 Downtown Plan Update	1-5
1.5 Downtown Plan Update Process	1-6
1.5.1 Outreach Information	1-6
1.6 SEPA Process and Public Comment	1-7
1.6.1 Planned Action Ordinance	1-9
1.6.2 Final EIS	1-9
1.6.3 Summary of Impacts and Potential Mitigation Measures	1-10
1.7 Significant Unavoidable Adverse Impacts	1-11
1.7.1 Land Use – No Action Alternative	1-11
1.7.2 Transportation – No Action Alternative	1-12
1.7.3 Land Use - Preferred Alternative	1-12

1.7.4	Transportation - Preferred Alternative.....	1-12
CHAPTER 2	Alternatives and Preferred Alternative.....	2-1
CHAPTER 3	Land Use.....	3-1
3.1	Introduction.....	3-1
3.2	Updates to the EIS	3-1
CHAPTER 4	Transportation	4-1
4.1	Introduction.....	4-1
4.2	Updates to the EIS	4-1
4.1.5	Safety	4-8
4.3.1	Incorporated Plan Features.....	4-19
CHAPTER 5	Distribution List.....	5-1
CHAPTER 6	References	6-1

APPENDICES (INCLUDED WITH THE DRAFT EIS)

Appendix A 2024 Auburn Downtown Subarea Plan Update

FIGURES

FIGURE 1-1	Map Showing Boundaries of the Study Area, Existing Downtown/RGS, and the Proposed Revised Downtown Area	1-4
FIGURE 4-2	Intersection Level of Service Existing PM Peak Hour	4-6

TABLES

TABLE 1-1	Summary of Impacts and Mitigation Measures	1-10
TABLE 4-1	LOS and Delay Thresholds for Signalized and Unsignalized Intersections	4-2
TABLE 4-2	2022 Downtown Auburn Corridor Level of Service	4-4
TABLE 4-6	2044 Alternative 1, No Action, PM Peak Hour Corridor Level of Service and Delay	4-13
TABLE 4-7	2022 Downtown Auburn Corridor Level of Service	4-17



Abbreviations/Acronyms

Abbreviation/Acronym	Definition
ACC	Auburn City Code
ADA	Americans with Disabilities Act
AU	Activity Unit
AWSC	All-Way Stop Controlled
BNSF	Burlington Northern Santa Fe Railway
CDPMP	Comprehensive Downtown Parking Management Plan
City	City of Auburn
DART	Dial-A-Ride Transit
DUC	Downtown Urban Center
EIS	Environmental Impact Statement
FGTS	Freight and Goods Transportation System
GMA	Growth Management Act
LOS	level of service
MFTE	Multifamily Property Tax Exemption
MIT	Muckleshoot Indian Tribe
MultiCare	MultiCare Auburn Medical Center
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
RGC	Regional Growth Center

Abbreviation/Acronym	Definition
RRFB	Rectangular Rapid Flashing Beacon
SEPA	State Environmental Policy Act
SR 18	State Route 18
TIP	Transportation Improvement Program
TOD	Transit-Oriented Development
TODI	Transit-Oriented Development Implementation
TWSC	Two-Way Stop Controlled
UP	Union Pacific
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation



CHAPTER 1 **Summary**

1.1 Introduction

This Final Environmental Impact Statement (Final EIS) is a disclosure document for a non-project action that provides a qualitative and quantitative analysis of environmental impacts associated with the proposed 2024 Auburn Downtown Subarea Plan Update (or Downtown Plan Update for short). The Downtown Plan Update provides an updated vision for downtown Auburn that encourages more activity, housing, and economic development opportunities, and enhances livability in and around the subarea.

The Downtown Plan Update will supplement the existing (2001) Downtown Plan by providing a refreshed perspective of the land use, development, and transportation options serving the downtown area. The 2024 Auburn Downtown Subarea Plan Update is being developed for consistency with the Growth Management Act (GMA), multicounty planning policies, countywide planning policies, and the City of Auburn Comprehensive Plan.

The City of Auburn (City) is also pursuing a Planned Action EIS (as described later in this chapter) to streamline permitting and encourage more development within the Downtown Subarea. The Downtown

Plan Update will become an element of the City's Comprehensive Plan when adopted by the City of Auburn City Council.

The Draft EIS was issued in September 2024, and the City is now issuing the Final EIS with selection of Alternative 3 as the Preferred Alternative. Information and background on the Downtown Plan process and the EIS were included in Chapter 1, *Summary*, of the Draft EIS issued in September 2024, and that information is not repeated in the Final EIS.

Following the issuance of the Draft EIS and review of comments received (no comments were received), the City selected Alternative 3 as the Preferred Alternative. Updates to the Draft EIS are provided in this Final EIS.

1.2 Organization of the Final EIS

The Draft EIS laid the foundation for the initial environmental analysis that was conducted and is a companion document to this Final EIS. The information provided in this Final EIS does not duplicate or repeat information presented in the Draft EIS, except to provide context to the reader. For example, most of the original text and the appendices provided with the Draft EIS are not repeated. Rather, the information in the Final EIS presents only the updates or revisions made since the Draft EIS was issued.

The reader should refer to both the Draft EIS and the Final EIS documents in order to obtain all of the information analyzed during the EIS process.

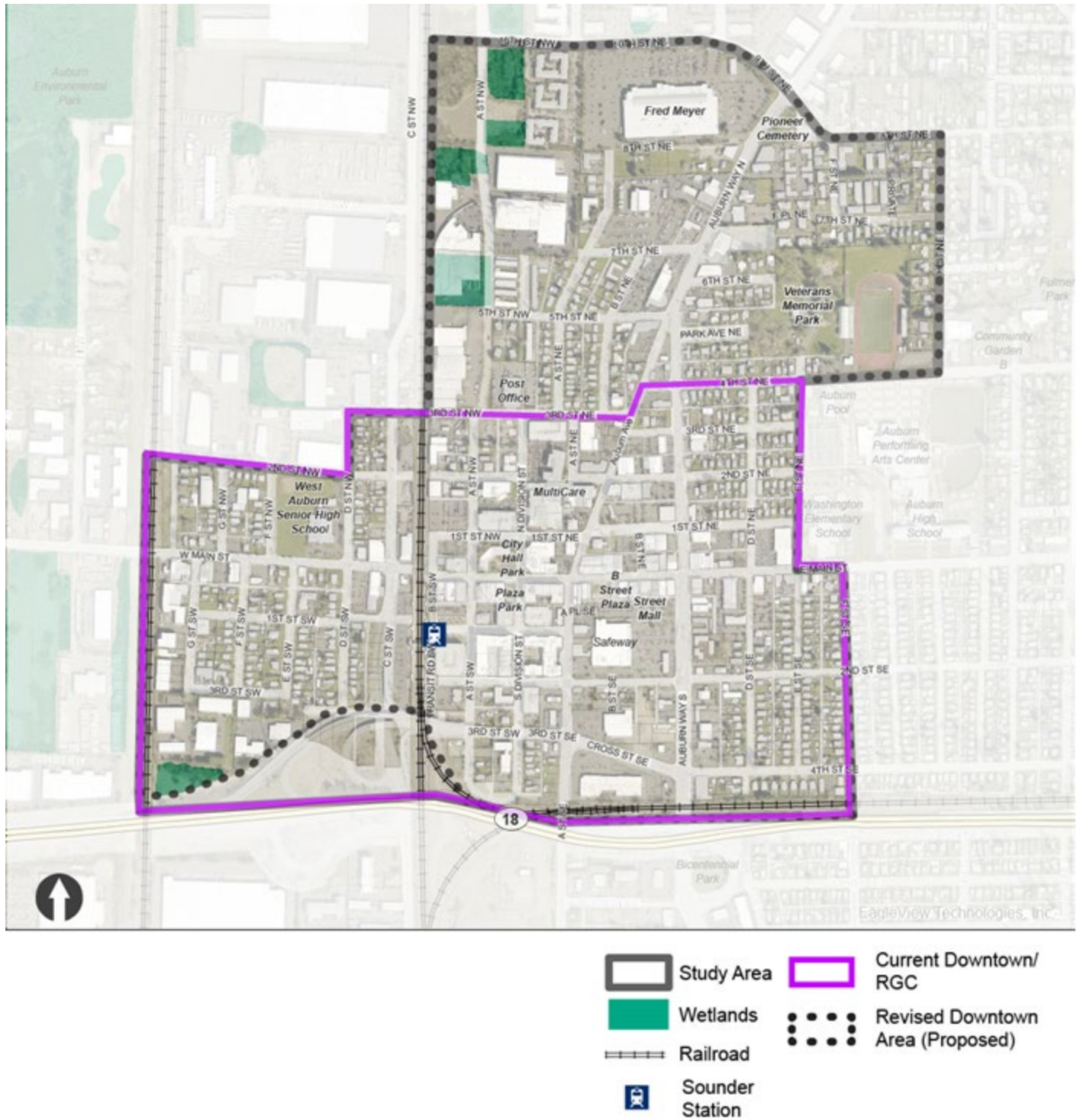
1.3 Background

The previous Auburn Downtown Plan was adopted in 2001 and has provided the framework for development of the City's downtown for the past 20 years. The plan is now reaching the end of its planning period, and the City has also changed over that time. The 2024 Auburn Downtown Subarea Plan Update will supplement the existing plan by providing a refreshed perspective of the land use, development, and transportation options serving the downtown area.

1.4 Project Location

The current Downtown Subarea encompasses approximately 230 acres. The study area includes the existing Downtown Urban Center (DUC) boundary, but expands to the north to 10th Street NE and 8th Street NE. The BNSF/Sounder rail corridor comprises the western border of the expanded area, while the eastern border is defined by H Street NE, 4th Street NE, and E Street NE. **Figure 1-1** illustrates the location and highlights three separate areas that are relevant to the Downtown Plan Update:

- **Current Downtown/Regional Growth Center (RGC):** Auburn's existing downtown and RGC area.
- **Study Area:** The entire area studied for the Downtown Plan Update that was used to determine the Downtown Subarea.
- **Revised Downtown Area:** Proposed revision of the downtown area that is studied in the EIS for Alternatives 2 and 3. This boundary is largely similar to the study area, but the plan proposes to remove a small portion along the southern boundary that is currently occupied by the BNSF railroad corridor and the State Route 18 (SR 18) cloverleaf exits and right-of-way.



SOURCE: Prepared by MAKERS (City of Auburn GIS data).

FIGURE 1-1 Map Showing Boundaries of the Study Area, Existing Downtown/RGS, and the Proposed Revised Downtown Area

1.4.1 Downtown Plan Update

The 2024 Auburn Downtown Subarea Plan Update, found in Draft EIS Appendix A, should be reviewed along with this EIS for a comprehensive understanding of all aspects of the plan and probable environmental impacts.

The fundamental goal of the Downtown Plan Update is to promote economic development. In downtown today, a lack of economic development is both the chief impediment to sustainable growth, and the most significant root cause of adverse impacts on the community and environment. The Downtown Plan Update is intended to provide innovative planning and policy interventions to help downtown achieve its tremendous potential for economic development, an outcome that will deliver a broad range of equitable social and environmental benefits at both the local and regional scales.

The 2024 Auburn Downtown Subarea Plan Update will amend current City of Auburn policies governing the environment, land use, economics, transportation, design standards, and utilities in downtown. Actions implementing the Downtown Plan Update include new regulations that address land use, transportation, housing, zoning, capital improvement programs, and other City ordinances and regulations. Many of these actions provide mitigation for impacts that may be caused by development.

The Downtown Plan Update includes the following major components:

- Goals and Objectives
- Concept
- Proposed Policies, Improvements, and Land Use Code Updates
- Implementation

The 2024 Downtown Subarea Plan effort is funded through a \$250,000 Transit-Oriented Development Implementation (TODI) grant from the Washington State Department of Commerce and additional supplemental funding appropriated by City Council.

Specifics of the No Action Alternative and the Preferred Alternative that could implement the Downtown Plan Update are described in Chapter 2, *Alternatives*, of this EIS.

1.5 Downtown Plan Update Process

This section describes the planning and outreach process used to develop the Downtown Plan Update.

1.5.1 Outreach Information

The Downtown Plan was developed over an approximately 2.5-year process (It began in 2022 and is expected to be completed by summer 2025) and represents the integration of input from a broad range of stakeholders and other interested parties, as described below. Details concerning the outreach process are provided below, and additional details are available in the Downtown Plan Update.

STAKEHOLDER INTERVIEWS

- Agencies and Property Owners – July 2022
- Development Community and Housing Advocates – July 2022
- Business Community – July 2022
- City Leadership Visioning Meeting – November 2023

COMMUNITY EVENT

- Farmer’s Market Engagement – August 2022
- Comprehensive Plan Update Public Open House – April 2023
- Auburn Downtown Subarea Plan Scoping Notice – October 2022

OPINION SURVEY

- Early Visioning Questions – July 2022

1.6 SEPA Process and Public Comment

The proposed non-project action consists of several related decisions by the Auburn City Council regarding the Downtown Plan Update:

- Approval of the Final EIS as a document that is adequate for State Environmental Policy Act (SEPA) compliance, decision-making, and implementation of the upfront SEPA process.
- Implementation of an associated Planned Action Ordinance.
- Adoption of the Downtown Plan Update and the associated policies and implementing regulations, as well as site-specific projects that are proposed within the Auburn Downtown Subarea.

The City is sponsoring the Downtown Plan Update and is also the SEPA Lead Agency for the 2024 Auburn Downtown Subarea Plan EIS and Planned Action. As SEPA Lead Agency, the City has determined that this non-project proposal would likely have a significant adverse impact on the environment. Preparation of an EIS is required under Revised Code of Washington (RCW) 43.21C.030 (2)(c). The Lead Agency identified the following areas for analysis in the EIS after review of feedback received during the public outreach process:

- Land Use
- Transportation

A non-project EIS, also known as a programmatic EIS, is being prepared because the Downtown Plan Update is not a specific project, but rather a land use plan. The Downtown Plan Update addresses a broad geographical area (approximately 230 acres) and includes a set of potential activities that could be implemented for future development, redevelopment, and revitalization of the Downtown

Subarea. As such, rather than a piecemeal analysis of environmental impacts and mitigation that is provided on a project-by-project or site-by-site basis, the Draft EIS comprehensively evaluates environmental impacts and identifies reasonable mitigation measures for the entire subarea based on each of the alternatives.

The Draft EIS was issued on September 25, 2024.

PUBLIC COMMENTS ON THE DRAFT EIS AND PLANNED ACTION ORDINANCE

Written Comments		Verbal Comments	
Public Comment Period	The Draft EIS was available for a 30-day public comment period starting on September 25, 2024.	Draft and Planned Action Ordinance Public Meeting	A public meeting was held to receive verbal comments on the Draft EIS and the proposed Planned Action Ordinance from the public and interested parties.
Date Written Comments Are Due	Written comments were to be received or postmarked by October 24, 2024. Comments were mailed to Alexandria Teague, Planning Services Manager, 25 W Main Street, Auburn, WA 98001.	Public Meeting Date and Time	The public meeting was held on October 15, 2024, starting at 6 p.m.
Written Comment Submittal and Contact Information	Written comments were to be sent by email to Alexandria Teague, Planning Services Manager: planning@auburnwa.gov	Public Meeting Location	25 W Main Street, Council Chambers, Auburn, WA 98001.

DOCUMENT AVAILABILITY

The Draft EIS and Final EIS are available online at the Auburn Community Development Department webpage:

<https://speakupauburn.org/downtownplan>.

For questions or to obtain a copy of the Draft EIS or Final EIS document, contact Alexandria Teague, Planning Services Manager, at ateague@auburnwa.gov or 253.931.3003.

1.6.1 Planned Action Ordinance

This proposal includes the creation and submittal of a Planned Action Ordinance for adoption. A Planned Action Ordinance is a tool that allows local governments to streamline environmental review processes for certain types of development projects. The EIS analysis of a proposal that includes a Planned Action differs from other EISs because the impact analysis focuses largely on impacts based on future development that is expected to occur within a broad area—rather than an impact analysis associated with individual, sequential site-specific development projects. In this case, the specific geographical area is the Auburn Downtown Subarea. The objective of this EIS is to evaluate probable environmental impacts of the alternatives for the entire study area as comprehensively and completely as possible. The intent is to eliminate the need for subsequent SEPA environmental review associated with site-specific development or redevelopment. A SEPA Checklist would still be required for submittal with a project proposal, but issuance to the public would not be required if the project meets specific criteria. This is expected to provide certainty for future, site-specific development proposals and both simplify and expedite the permitting process for such projects. Expedited SEPA review applies to development that complies with criteria listed in the Planned Action Ordinance, complies with the subarea’s development regulations, and occurs within 10 years of issuance of the Final EIS for this project.

1.6.2 Final EIS

The Final EIS completes the environmental review process for the proposal. It incorporates changes or clarifications regarding the Draft EIS. No comments were received during the Draft EIS. The Final EIS is the SEPA document that presents the selected Preferred Alternative, which is Alternative 3. Copies of the Final EIS will be

made available to those agencies (federal, state, regional, City), organizations, and the individuals that received the Draft EIS.

1.6.3 Summary of Impacts and Potential Mitigation Measures

This section summarizes the impacts that would potentially result from the No Action and Preferred Alternative, which is Alternative 3. This summary table is not intended to be a substitute for the discussion of the No Action and Preferred Alternative contained in Chapters 3 and 4 of the Draft EIS.

TABLE 1-1 Summary of Impacts and Mitigation Measures

Element of the Environment	No Action Alternative	Preferred Alternative
Land Use	IMPACTS	
	Does not amend current plans or regulations and is predicted to accommodate less future growth than the Preferred Alternative. If the City gets approval from the Puget Sound Regional Council (PSRC) to expand the RGC boundary to be consistent with the proposed Revised Downtown Area, but does not adopt zoning changes to increase development capacity, the area is unlikely to meet future growth targets under No Action.	Additional growth and development will occur in the proposed Revised Downtown Area, leading to increases in height and bulk of buildings and increased land use intensity.
	MITIGATION	
	The City could avoid this potentially significant impact by adopting some zoning changes to increase development capacity.	
Transportation	IMPACTS	
	The failing performance at C Street SW & 3 rd Street NW, under No Action could impact transit operations.	Land use growth would result in increased vehicle volumes. One significant adverse traffic operation impact is expected: C Street SW & 3rd Street NW – Level of Service (LOS) F exacerbated Vehicles experience excessive queuing when traveling eastbound along 3rd Street NW in the PM peak due to higher volumes and delay

Element of the Environment	No Action Alternative	Preferred Alternative
		along the rail line. Because this intersection is located along a Sound Transit express route that runs frequent service in the PM peak period, it is considered to have significant auto and transit impacts. Sound Transit Route 566 runs north/south along C Street NW, which includes the impacted intersection in the Preferred Alternative. The increased delays will impact this transit route in addition to vehicles. As a result, the Preferred Alternative would have a significant impact on transit operations.
		MITIGATION The City could make changes to signal operations at C Street NW and 3rd Street NW. Currently, the signal operates only with protected permitted phasing when the rail crossing is activated; otherwise, it operates with permitted left-turn phasing. If the signal were updated to protect permitted left-turn phasing during peak periods, the LOS results show a D, which is acceptable under the City's LOS standards. This signal phasing update would also reduce the identified transit impact.

1.7 Significant Unavoidable Adverse Impacts

The following summarizes any potential significant adverse environmental impacts identified in this environmental analysis for the No Action and the Preferred Alternative.

1.7.1 Land Use – No Action Alternative

The No Action Alternative does not amend current plans or regulations and is predicted to accommodate less future growth than the Preferred Alternative. If the City gets approval from the Puget Sound Regional Council (PSRC) to expand the RGC boundary to be consistent with the proposed Revised Downtown Area, but

does not adopt zoning changes to increase development capacity, the area is unlikely to meet future growth targets under the No Action Alternative.

The City could avoid this potentially significant impact by adopting some zoning changes to increase development capacity.

1.7.2 Transportation – No Action Alternative

The failing performance at C Street SW & 3rd Street NW under the No Action Alternative could impact transit operations. This would result in a significant adverse impact.

1.7.3 Land Use – Preferred Alternative

Proposed redevelopment within the Auburn Downtown Subarea would result in an intensification of development, additional employment opportunities, and increased population in the Auburn downtown area. While the intensity of redevelopment would be substantially greater than the amount of existing development, such redevelopment would be consistent with the 2024 Auburn Downtown Subarea Plan Update (if adopted), the intent of the City's Comprehensive Plan and zoning, the goals and intent of PSRC's VISION 2050 regional plan for growth, and the requirements of the Washington State GMA.

With application of the land use-related mitigation, **no significant unavoidable land use impacts are expected in conjunction with the Preferred Alternative.**

1.7.4 Transportation – Preferred Alternative

Proposed redevelopment within the Auburn Downtown Subarea would result in an intensification of development, additional

employment opportunities, and increased population in the Auburn Downtown area which results in changes in transportation.

With application of appropriate mitigation measures, **no significant unavoidable adverse impacts are expected relative to vehicular traffic, rail traffic, public transit, or non-motorized systems, in conjunction with the Preferred Alternative.**

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CHAPTER 2 Alternatives and Preferred Alternative

Draft EIS Chapter 2 described the alternatives for the 2024 Downtown Subarea Plan Update. There are no major updates to the Draft EIS Chapter 2 analysis related to the alternatives. Alternative 3 was selected as the Preferred Alternative.

The alternatives were developed as a result of findings during public outreach activities and feedback and from City planning experts and land use consultants and are summarized as follows:

- **Alternative 1:** This alternative represents the **baseline** (called the No Action Alternative in EIS terms) or the policies, regulations, and programs in effect when the EIS process is initiated. This alternative retains the current zoning, laws, and policies of the 2001 Auburn Downtown Plan, maintaining the existing Downtown Urban Center (DUC) and its mixed-use areas. This alternative assumes growth within the capacity of the DUC and existing zoning, with planned transportation projects such as the A Street Loop, 3rd Street NE/Auburn Avenue, Auburn Way S/6th Street SE, and 10th Street NE non-motorized improvements.
- **Alternative 2:** This alternative represented moderate growth and proposed zoning changes to allow taller buildings in the proposed Revised Downtown Area, with a focus on mixed-use development. It included modifications to the DUC zone,

optimizing the DUC Neighborhood Residential zone for small lot development at higher and lower levels of density in residential areas surrounding downtown, and maintained M-1 Light Industrial areas in north downtown, while assuming the same transportation improvements as Alternative 1.

- **Preferred Alternative - Alternative 3:** This alternative represents the **highest growth** among all the alternatives and proposes zoning changes with increased building heights, including 125-foot buildings in the DUC Med zone around the MultiCare Auburn Medical Center hospital cluster and 75-foot buildings in the north downtown mixed-use node. It assumes the same transportation improvements as Alternative 1.

For the full analysis of the alternatives, please see Draft EIS Chapter 2, which is incorporated by reference in this Final EIS.



CHAPTER 3 Land Use

3.1 Introduction

The Draft EIS laid the foundation for the initial environmental analysis that was conducted and is a companion document to this Final EIS. The information provided in this Final EIS does not duplicate or repeat information presented in the Draft EIS, except to provide context to the reader. For example, most of the original text and the appendices provided with the Draft EIS are not repeated. Rather, the information in the Final EIS presents only the updates or revisions made since the Draft EIS was issued.

The reader should refer to both the Draft EIS and the Final EIS documents in order to obtain all of the information analyzed during the EIS process.

3.2 Updates to the EIS

Draft EIS Chapter 3 described the affected environment for land use, analyzes the project alternatives for potential impacts, and identifies potential mitigation measures for those adverse impacts.

There are no major updates to the Draft EIS analysis Chapter 3 related to land use patterns and urban form. Alternative 3 was selected as the Preferred Alternative. The only revision to note for this Final EIS is that one map in the Draft EIS will be updated in the final Downtown Subarea Plan, as described below.

Draft EIS, Chapter 3, Page 3-26:

- Figure 3-3, *Vacant and Redevelopable Parcels in the Study Area*, was changed to reflect that some parcels that have recent buildings on them were incorrectly shown as redevelopable. This map will be updated for the final Downtown Subarea plan. This revision is also noted in Chapter 7 for clarifications and corrections.

For the full analysis of the alternatives, please see Draft EIS Chapter 3, which is incorporated by reference in this Final EIS. Potential impacts and mitigation measures for the No Action Alternative and the Preferred Alternative are summarized in this Final EIS, Chapter 1, Table 1-1, *Summary of Potential Impacts and Mitigation Measures*.



CHAPTER 4 Transportation

4.1 Introduction

The Draft EIS laid the foundation for the initial environmental analysis that was conducted and is a companion document to this Final EIS. The information provided in this Final EIS does not duplicate or repeat information presented in the Draft EIS, except to provide context to the reader. For example, most of the original text and the appendix material provided with the Draft EIS are not repeated. Rather, the information in the Final EIS presents only the updates or revisions made since the Draft EIS was issued.

The reader should refer to both the Draft EIS and the Final EIS documents in order to obtain all of the information analyzed during the EIS process.

4.2 Updates to the EIS

Updates to the transportation analysis in the Draft EIS are included in this chapter of the Final EIS. Revisions are shown below, by Draft EIS section, formatted using underline text (for additions) and ~~striketrough text~~ (for deletions). *Italicized text* explains what sections of the Draft EIS are revised, by section and page number.

None of the revisions change any of the conclusions from the Draft EIS analysis.

Corrections from Draft EIS, Chapter 4, Section 4.1.3, Existing Street Network, Corridor Level of Service, Page 4-4.

CORRIDOR-LEVEL OF SERVICE

The City uses an LOS rating system as a way to evaluate the operations of its roadway system. LOS is a concept used to describe traffic operations from the driver’s perspective. LOS ratings are defined by intersection delay in seconds—LOS ranges from LOS A, which signifies no congestion and little delay, to LOS F, which signifies substantial congestion and delay. **Table 4-1** summarizes the LOS and delay thresholds specified in the Highway Capacity Manual, which is a standard methodology for measuring intersection performance.

TABLE 4-1 LOS and Delay Thresholds for Signalized and Unsignalized Intersections

LOS	Description	Signalized Intersections (Delay in Seconds)	Unsignalized Intersections (Delay in Seconds)
A	Free-flowing Conditions	<10	0–10
B	Stable Flow (slight delays)	>10–20	>10–15
C	Stable Flow (acceptable delays)	>20–35	>15–25
D	Approaching Unstable Flow (tolerable delay)	>35–55	>25–35
E	Unstable Flow (intolerable delay)	>55–80	>35–50
F	Forced Flow (congested and queues fail to clear)	>80	>50

SOURCE: Highway Capacity Manual 6th Edition

The City tracks LOS in two ways:

- For some intersections along its major corridors, it considers the volume-weighted delay of intersections along a corridor.
- For other intersections along major corridors, it evaluates those intersections separately.

Per the 2021 Comprehensive Transportation Plan, Corridor LOS and isolated intersection LOS are the primary measurements that the City uses to identify needed improvements for roadway capacity. All arterials and collectors in Auburn have designated LOS standards. Within the study area, most corridors have a LOS standard of D; however, some corridors and isolated intersections are permitted to operate at LOS E or F. These LOS standards are consistent with the 2001 Auburn Downtown Plan.

The City measures intersections' operations based on delays measured during the weekday PM peak hour.

Traffic operations were analyzed using the Synchro 11 software package and *Highway Capacity Manual* methodology. The Synchro network reflects the study area's existing roadway network, including segment and intersection geometry, and signal timings. The network also includes existing traffic volumes that were collected in spring and summer 2022. For signalized and all-way stop-controlled intersections, the LOS is based on the average delay for all movements. For minor street stop-controlled intersections, LOS is based on the movement with the highest delay.

This study considers 30 existing intersections, 26 of which are signalized. **Table 4-2** summarizes the existing corridor 2022 LOS for study intersections in the PM peak hour in respective corridor segments and existing intersection LOS for study intersections that do not fall within a concurrency corridor.

Figure 4-2 summarizes the existing intersection LOS in the PM peak hour at the study intersections. The LOS analysis indicates that vehicles move through the study area with relatively little delay during the PM peak hour. All corridors currently meet the City's minimum LOS standards. One intersection does not meet the City's minimum LOS standards.

TABLE 4-2 2022 Downtown Auburn Corridor-Level of Service

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	Average LOS/Delay (seconds)
INTERSECTIONS ALONG DESIGNATED CORRIDORS					
2	Auburn Way N from E Main St to 15 th St NE	3	Signal	E	C/24
		4	Signal		
		5	Signal		
		6	Signal		
3	Auburn Way S from E Main St to M St SE	7	Signal	<u>FD</u>	C/28
		9**	Signal		
		6	Signal		
		8	Signal		
		10	Signal		
10	Auburn Ave/A St from 6 th St SE to E Valley Access Rd	1**	Signal	D	A/9
11	Main St from West Valley Hwy to R St	18	Signal	D	C/20
		19	Signal		
		20	Signal		
		6	Signal		
		21	Signal		
13	C St SW from Ellingson Rd to SR 18	25**	Signal	D	B/15
18	A St NW/B St NW from 3 rd St NE to S 277 th St	2	TWSC***	D	C/22
		14	Signal		

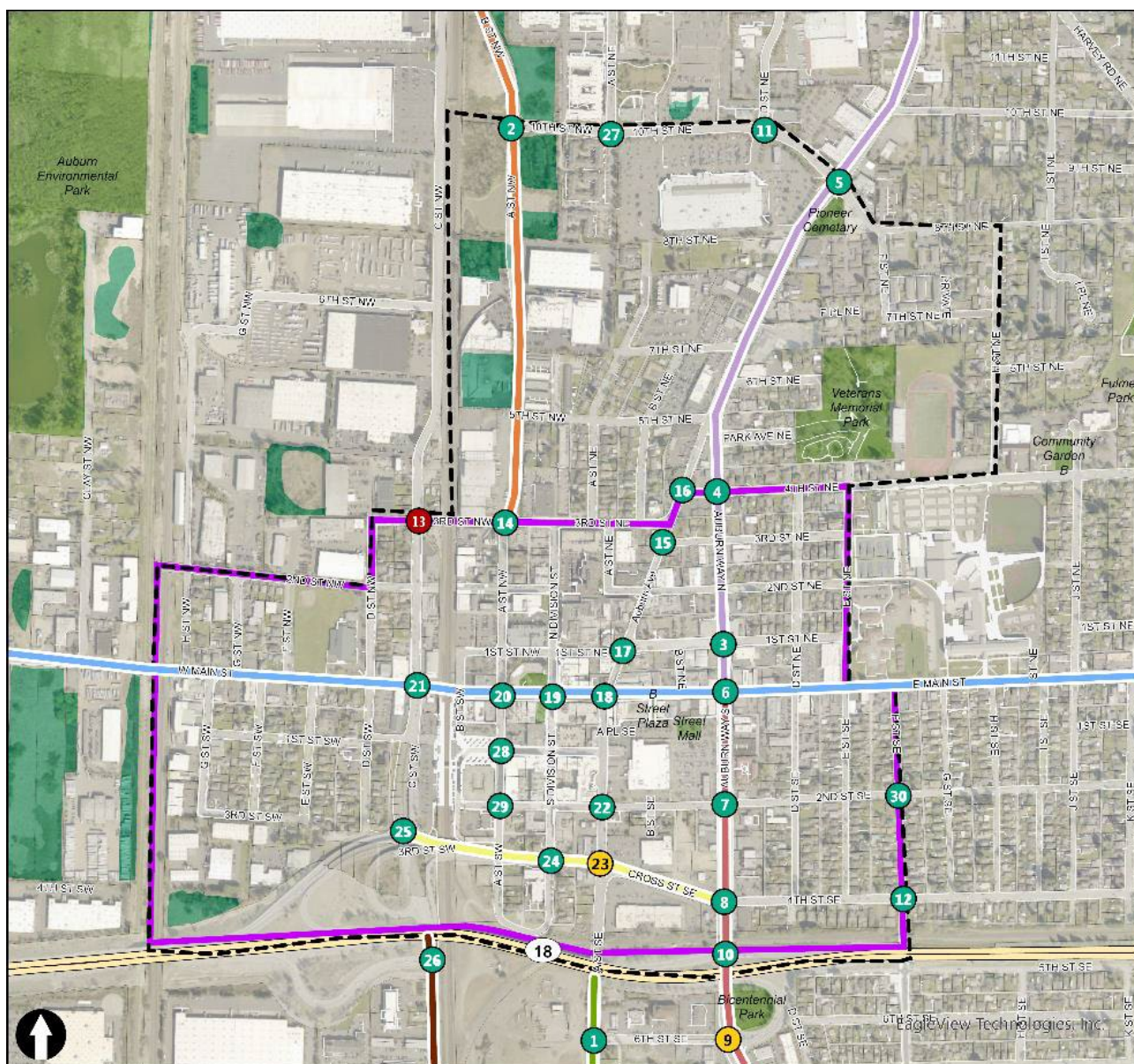
Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	Average LOS/Delay (seconds)
31	3 rd St SW/Cross St from C St to Auburn Way S	23	Signal	<u>EE</u>	B/19
		24	Signal		
		8	Signal		
		25	Signal		
INTERSECTIONS OUTSIDE OF DESIGNATED CORRIDORS					
N/A	10 th St NE/9 th St NE & D St NE	11	Signal	D	B/20
N/A	F St SE & 4 th St SE	12	Signal	<u>DE</u>	B/15
N/A	C St SW & 3 rd St NE	13	Signal	<u>DE</u>	F/90
N/A	Auburn Ave & 3 rd St NE	15	Signal	<u>DE</u>	B/14
N/A	Auburn Ave & 4 th St NE	16	Signal	<u>DE</u>	A/4
N/A	Auburn Ave & 1 st St NE	17	Signal	<u>DE</u>	A/9
N/A	A St SE & 2 nd St SE	22	Signal	D	C/30 _□
N/A	10 th St NE & A St NE	27	TWSC	D	B/11
N/A	A St SW & Transit Driveway/1 st St SW	28	AWSC ^{****}	D	A/8
N/A	A St SE & 2 nd St SE	29	Signal	D	B/13
N/A	F St SE & 2 nd St SE	30	AWSC	D	A/8

* Corridor segments within downtown Auburn may operate at LOS E in accordance with the 2001 Auburn Downtown Plan. All other arterial and collector corridors must operate at LOS D or better, unless otherwise indicated.

~~** Study intersections fall outside of the downtown boundary but were included in analysis for the 2001 Auburn Downtown Plan.~~

~~*** Two-Way Stop Controlled.~~

~~**** All-Way Stop Controlled.~~



NOTE: Downtown Urban Center area shown on this map is consistent with the Current Downtown/RGC area shown on other maps.

Existing LOS	LOS Corridor
● A - C	— 2
● D	— 3
● F	— 10
 Study Area	— 11
 Downtown Urban Center	— 13
 SR-18	— 18
 Parks	— 31
 Wetlands	

FIGURE 4-2 Intersection Level of Service Existing PM Peak Hour

Corrections from Draft EIS, Chapter 4, Section 4.1.3, Existing Street Network, Bicycle Network, Page 4-9.

BICYCLE NETWORK

Providing better accommodations for people who wish to travel by bike is a priority for the City. Current infrastructure benefits from access to regional trails such as the Interurban Trail directly west of downtown. However, there are few existing bicycle facilities in the City, with only existing sharrows and bike lanes in the study area. There are also two multiuse trails in proximity to the study area as seen in **Figure 4-5**.

Corrections from Draft EIS, Chapter 4, Section 4.1.5, Safety, Page 4-13.

4.1.5 Safety

Safety is a high priority for the City to promote a downtown environment that accommodates multiple transportation modes. ~~The City's comprehensive plan policies include a goal to "significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach."~~ **Figure 4-7** shows the locations in downtown Auburn with the highest density of collisions, as reported in the City's 2020 Local Road Safety Plan. As shown by the heatmap, many collisions occurred along principal and minor arterial roadways, as well as major intersections. At-grade rail crossing intersections were also evaluated for safety, including several in the downtown study area. There have been recent upgrades to the rail crossings, such as pre-signals that prevent vehicles from stopping on the crossing.

Corrections from Draft EIS, Chapter 4, Section 4.1.8, Relevant Studies, Project-Specific Plans, Page 4-21.

PROJECT-SPECIFIC PLANS

Auburn Station Parking and Access Improvements

Auburn Station is a train station served by S Line of the Sounder commuter rail network. It is located southwest of downtown Auburn and consists of two train platforms, a bus station, a parking garage, a public plaza, and a pedestrian bridge. Sound Transit is improving access to the Auburn Sounder Station for riders, whether they access the station by walking, bicycling, connecting buses or driving. This project includes a new parking garage located at 1st Street NW and is expected to be completed by 2027.

This parking garage will add parking to the existing Auburn Station parking garage, which was filled to capacity just before the COVID-19 pandemic and may return to this condition, especially with future additions to Sounder service and as the costs of traveling by car increase. ~~This parking garage will add parking as the existing Auburn Station parking garage is filled to capacity during the morning commute for riders using the Sounder S Line train travelling between Lakewood and downtown Seattle. This train completes 13 roundtrips each weekday and runs special service for select events.~~ Construction is expected to start as early as 2024 with opening to the public in 2027.

Corrections from Draft EIS, Chapter 4, Section 4.1.8, Relevant Studies, Local and Jurisdiction and Agency Plans, Auburn Comprehensive Plan – Transportation Element, Page 4-22.

LOCAL JURISDICTION AND AGENCY PLANS

Auburn Comprehensive Plan – Transportation Element (2015)

The Auburn Comprehensive Plan was adopted in 2015 and recently updated in December 2021. Starting in summer 2022, the City of Auburn embarked on a major update to its Comprehensive Plan, ~~last updated in 2015~~. This process is running concurrent to the analysis and planning work done for the 2024 Auburn Downtown Subarea Plan Update. The City coordinated the two planning efforts, and the Downtown Plan Update is central to helping the City meet the Comprehensive Plan’s 2044 growth targets.

The Comprehensive Transportation Plan as updated in December 2021 describes existing transportation conditions and future changes and needs as they relate to growth in the City. December 2021 updates included changes to the existing transportation network, an updated current needs evaluation, and identification of standards for future development and infrastructure improvement scenarios.

Corrections from Draft EIS, Chapter 4, Section 4.1.8, Relevant Studies, Local Jurisdiction and Agency Plans, East Main Street Traffic Analysis (2024), Page 4-26.

East Main Street Traffic Analysis (2024)

The 2024 East Main Street Traffic Analysis ~~recommends~~ looked at traffic operations related to options for changing traffic patterns along E Main Street to provide more space for people walking and biking and promote commercial activity along this key business corridor. The City conducted a preliminary traffic analysis of

modifying E Main Street from Auburn Avenue to Auburn Way. Four options were studied in the analysis:

- Option 1 – Keep the road in its existing two-way traffic configuration.
- Option 2 – Close the road to all vehicle traffic.
- Option 3 – Close the road to eastbound traffic.
- Option 4 – Close the road to westbound traffic.

All scenarios utilized the 2044 Draft-Preferred Land Use Alternative Scenario (2044 Land Use) from the City's 2024 Draft Comprehensive Plan Update as the background traffic demand model, which is also consistent with the methodology used for this Draft-EIS. This preliminary traffic analysis shows that, from a traffic operations perspective, Options 1 and 3 are feasible. However, a more detailed traffic analysis would be required prior to implementation of any changes.

Corrections from Draft EIS, Chapter 4, Section 4.2.2, Impacts of the No Action Alternative, Intersection LOS, Page 4-29.

Intersection-LOS

Table 4-6 summarizes the average vehicle delay for each study intersection/corridor compared to its LOS standard in the PM peak hour. By 2044, traffic volumes would increase due to the land use growth that would occur within downtown Auburn and other parts of the City as well as regional growth not associated with Auburn. Therefore, delay at most intersections is expected to increase to some degree. Operations at two intersections would fall below the City's standard:

- C Street SW & 3rd Street NW – LOS F
- A Street NE & 10th Street NE – LOS E

Figure 4-10 shows intersection operations, in terms of LOS for Alternative 1. Note that colors represent LOS grades, not whether operations meet the City's standard.

TABLE 4-6 2044 Alternative 1, No Action, PM Peak Hour Corridor Level of Service and Delay

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)
INTERSECTIONS ALONG DESIGNATED CORRIDORS						
2	Auburn Way N from E Main St to 15 th St NE	3	Signal	E	C / 24	C / 24
		4	Signal			
		5	Signal			
		6	Signal			
3	Auburn Way S from E Main St to M St SE	7	Signal	<u>E</u> D	C / 28	D / 38
		9**	Signal			
		6	Signal			
		8	Signal			
		10	Signal			
10	Auburn Ave/A St from 6 th St SE to E Valley Access Rd	1**	Signal	D	A / 9	B / 11
11	Main St from West Valley Hwy to R St	18	Signal	D	C / 20	C / 23
		19	Signal			
		20	Signal			
		6	Signal			
		21	Signal			
13	C St SW from Ellingson Rd to SR 18	25**	Signal	D	B / 19	C / 22
18	A St NW/B St NW from 3 rd St NE to S 277 th St	2	TWSC	D	C / 22	C / 21
		14	Signal			

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)
31	3 rd St SW/Cross St from C St to AWS	23	Signal	<u>EE</u>	B / 19	C / 23
		24	Signal			
		8	Signal			
		25	Signal			
INTERSECTIONS OUTSIDE OF DESIGNATED CORRIDORS						
N/A	10 th St NE/9 th St NE & D St NE	11	Signal	D	B / 19	B / 19
N/A	F St SE & 4 th St SE	12	Signal	<u>DE</u>	B / 15	B / 19
N/A	C St SW & 3 rd St NE	13	Signal	<u>DE</u>	F / 90	F / >120
N/A	Auburn Ave & 3 rd St NE	15	Signal	<u>DE</u>	B / 14	B / 12
N/A	Auburn Ave & 4 th St NE	16	Signal	<u>DE</u>	A / 4	A / 4
N/A	Auburn Ave & 1 st St NE	17	Signal	<u>DE</u>	A / 9	B / 12
N/A	A St SE & 2 nd St SE	22	Signal	D	C / 30	C / 30
N/A	10 th St NE & A St NE	27	TWSC	D	B / 11	E / 40
N/A	A St SW & Transit Driveway/1 st St SW	28	AWSC	D	A / 8	B / 10
N/A	A St SE & 2 nd St SE	29	Signal	D	B / 13	B / 18
N/A	F St SE & 2 nd St SE	30	AWSC	D	A / 8	A / 8

* Corridor segments within downtown Auburn may operate at LOS E in accordance with the 2001 Auburn Downtown Plan. All other arterial and collector corridors must operate at LOS D or better, unless otherwise indicated.

~~** Study intersections fall outside of the downtown boundary but were included in analysis for the 2001 Auburn Downtown Plan~~

Corrections from Draft EIS, Chapter 4, Section 4.2.2, Impacts of the No Action Alternative, Transit, Page 4-33.

Transit

In 2044, King County Metro will operate a new RapidRide route in Auburn. The proposed route is prepared to launch in 2026 and will run north/south through Auburn, with a starting point at Auburn Station and terminus in the Renton Transit Center. The route will run primarily along Auburn Way N.

King County Metro Route 181 is under consideration for a future RapidRide, within the agency's interim network, and will likely be a RapidRide line ~~before~~-after 2044. The agency is currently evaluating the potential RapidRide lines in the interim network and will make a decision in 2025 as to which line will move into the planning phase next. Route 181 connects the Federal Way Transit Center to the Auburn Transit Center and Green River College, serving the Lea Hill area of Auburn.

The failing performance at C Street SW & 3rd Street ~~NW~~E, under Alternative 1 could impact transit operations.

Corrections from Draft EIS, Chapter 4, Section 4.2.3, Impacts of Alternatives 2 and 3, 2044 Alternative 3 Results, Page 4-34.

One significant adverse traffic operation impact is expected under Alternative 3 (and shown in **bold** in **Table 4-7**):

- C Street ~~SW~~NW & 3rd Street NW – LOS F exacerbated

This intersection is signalized. Vehicles experience excessive queuing when traveling eastbound along 3rd Street NW in the PM peak due to higher volumes and delay along the rail line. Because this intersection is located along a Sound Transit express route that runs frequent service in the PM peak period, it is considered to have significant auto and transit impacts.

A review of traffic operations shows a similar deficiency under Alternative 1. Potential measures to mitigate the impact on the impacted intersection are presented in the *Mitigation Measures* section.

TABLE 4-7 2022 Downtown Auburn Corridor-Level of Service

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)	2044 Alternative 3 LOS/Delay (seconds)
INTERSECTIONS ALONG DESIGNATED CORRIDORS							
2	Auburn Way N from E Main St to 15 th St NE	3	Signal	E	C / 24	C / 24	C / 30
		4	Signal				
		5	Signal				
		6	Signal				
3	Auburn Way S from E Main St to M St SE	7	Signal	<u>ED</u>	C / 28	D / 38	D / 38
		9**	Signal				
		6	Signal				
		8	Signal				
		10	Signal				
10	Auburn Ave/A St from 6 th St SE to E Valley Access Road	1**	Signal	D	A / 9	B / 11	A / 14
11	Main St from West Valley Hwy to R St	18	Signal	D	C / 20	C / 23	D / 36
		19C	Signal				
		20	Signal				
		6	Signal				
		21	Signal				
13	C St SW from Ellingson Rd to SR 18	25**	Signal	D	B / 15	C / 22	C / 20
18	A St NW/B St NW from 3 rd St NE to S 277 th St	2	TWSC	D	C / 22	C / 21	C / 35
		14	Signal				

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)	2044 Alternative 3 LOS/Delay (seconds)
31	3 rd St SW/Cross St from C St to AWS	23	Signal	<u>EE</u>	B / 19	C / 23	C / 31
		24	Signal				
		8	Signal				
		25	Signal				
INTERSECTIONS OUTSIDE OF DESIGNATED CORRIDORS							
N/A	10 th St NE/9 th St NE & D St NE	11	Signal	D	B / 20	B / 19	C / 24
N/A	F St SE & 4 th St SE	12	Signal	<u>DE</u>	B / 15	B / 19	C / 28
N/A	C St SW & 3 rd St NE	13	Signal	<u>DE</u>	F / 90	F / >120	F / >120
N/A	Auburn Ave & 3 rd St NE	15	Signal	<u>DE</u>	B / 14	B / 12	B / 15
N/A	Auburn Ave & 4 th St NE	16	Signal	<u>DE</u>	A / 4	A / 4	A / 5
N/A	Auburn Ave & 1 st St NE	17	Signal	<u>DE</u>	A / 9	B / 12	C / 22
N/A	A St SE & 2 nd St SE	22	Signal	D	C / 30	C / 30	D / 43
N/A	10 th St NE & A St NE	27	TWSC	D	B / 11	E / 40	D / 33
N/A	A St SW & Transit Driveway/1 st St SW	28	AWSC	D	A / 8	B / 10	B / 12
N/A	A St SE & 2 nd St SE	29	Signal	D	B / 13	B / 18	B / 18
N/A	F St SE & 2 nd St SE	30	AWSC	D	A / 8	A / 8	A / 9

* Corridor segments within downtown Auburn may operate at LOS E in accordance with the 2001 Auburn Downtown Plan. All other arterial and collector corridors must operate at LOS D or better, unless otherwise indicated.

~~** Study intersections fall outside of the downtown boundary but were included in analysis for the 2001 Auburn Downtown Plan.~~

Corrections from Draft EIS, Chapter 4, Section 4.3.1, Mitigation Measures, Incorporated Plan Features, Page 4-39.

4.3.1 Incorporated Plan Features

The City could make changes to signal operations at C Street NW and 3rd Street NW. Currently, the signal operates only with protected permitted phasing when the rail crossing is activated; otherwise, it operates with permitted left-turn phasing. If the signal were updated to protected permitted left-turn phasing during peak periods, the LOS results show a D, which is acceptable under the City's LOS standards. This signal phasing update would also reduce the identified transit impact. This change would require widening the roadway and replacement of the traffic signal.

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CHAPTER 5 Distribution List

The Final EIS has been issued with a notice of availability, consistent with Washington Administrative Code ([WAC 197-11-460](#)), including distribution to the following:

TRIBAL AND FEDERAL AGENCIES

- Federal Emergency Management Agency
- Muckleshoot Indian Tribe Environmental Department Fisheries Office, Planning, Cultural Program, Fisheries Division
- U.S. Army Corps of Engineers, Seattle District Regulatory Branch
- U.S. Department of Agriculture Natural Resources Conservation Service

REGIONAL AND COUNTY AGENCIES

- Auburn School District
- King County Area Developer Services, Department of Natural Resources, Department of Permitting and Environmental Review, Environmental Health Division, Local Services, Metro, Waste Division, Wastewater Treatment Division
- Lakehaven Utility District Development Engineering
- Lake Meridian Water District

- Pierce County Master Builder Association
- Pierce Transit, Land Use Review Capital Development
- Puget Sound Clean Air Agency
- Puget Sound Regional Council
- Soos Creek Water and Sewer District
- Sound Transit
- South King Housing and Homelessness Partners

STATE OF WASHINGTON

- Department of Archaeology and Historic Preservation
- Department of Commerce
- Department of Ecology
- Department of Fish and Wildlife
- Department of Health
- Department of Natural Resources
- Department of Social and Health Services Land and Buildings Division
- Department of Transportation

CITY OF AUBURN, AUBURN SERVICE PROVIDERS, ADJACENT CITIES

- City of Algona
- City of Bonney Lake Planning and Community Development
- City of Federal Way Community Development
- City of Kent Planning Department
- City of Kent School District
- City of Pacific Community Development

OTHER INTERESTED PARTIES

- Alpine Ridge Insurance Agency
- Washington Environmental Council
- Futurewise
- Rainier Audubon
- King County and Snohomish County Master Builder Association

The Final EIS has also been made available at speakupauburn.org/downtownplan, and a notice of availability was sent to all commentors during the public scoping process and the interested parties contact list:

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CHAPTER 6 References

This chapter includes references for citations for both the Draft EIS and the Final EIS, for completeness.

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CITY OF AUBURN

2024 DOWNTOWN SUBAREA PLAN UPDATE

DRAFT ENVIRONMENTAL IMPACT STATEMENT

SEPTEMBER 2024

CITY OF AUBURN
Department of Community Development
25 W Main Street
Auburn, WA 98001



September 25, 2024

Dear Reader,

Located in the center of the Puget Sound region between Seattle and Tacoma, the City of Auburn has grown into a place of regional significance with two major rivers, access to many parks and trails, a solid business core, a committed government, and a long list of other assets and traits.

The proposed 2024 Auburn Downtown Subarea Plan Update (or Downtown Plan Update for short) explores and expanded study area of approximately 360 acres. In downtown Auburn today, a lack of economic development is both the chief impediment to sustainable growth and the most significant root cause of adverse impacts on the community and environment. The planning process is intended to create a shared long-term vision and more-coordinated approach to development, environmental review, and strategic capital investments in the Auburn downtown. Completion of the 2024 Auburn Downtown Subarea Plan Update will support innovative planning and policy interventions to help downtown achieve its tremendous potential for economic development, an outcome that will deliver a broad range of equitable social and environmental benefits at both the local and regional scales.

With the issuance of the Draft Environmental Impact Statement (EIS), the City of Auburn is excited to reach this next milestone in the development of the 2024 Auburn Downtown Subarea Plan Update. The Draft EIS considers three alternatives:

- **Alternative 1:** This alternative represents the **baseline** (called the No Action Alternative in EIS terms) or the policies, regulations, and programs in effect when the EIS process is initiated. This alternative retains the current zoning, laws, and policies of the 2001 Auburn Downtown Plan, maintaining the existing Downtown Urban Center (DUC) and its mixed-use areas. This alternative assumes growth within the capacity of the DUC and existing zoning, with planned transportation projects such as the A Street Loop, 3rd Street NE/Auburn Avenue, Auburn Way S/6th Street SE, and 10th Street NE non-motorized improvements.
- **Alternative 2:** This alternative represents **moderate growth** and proposes zoning changes to allow taller buildings in the proposed Revised Downtown Area, with a focus on mixed-use development. It includes modifications to the DUC zone, optimizing the DUC Neighborhood Residential zone for small-lot development at higher and lower levels of density in residential areas surrounding downtown, and maintains M-1 Light Industrial areas in north downtown, while assuming the same transportation improvements as Alternative 1.

- **Alternative 3:** This alternative represents the **highest growth** among all the alternatives and proposes zoning changes similar to Alternative 2 but with increased building heights, including 125-foot buildings in the DUC Med zone around the MultiCare Auburn Medical Center hospital cluster and 75-foot buildings in the north downtown mixed-use node. It assumes the same transportation improvements as Alternative 1.

The Draft EIS identifies environmental impacts and mitigation strategies for each alternative. Environmental topics evaluated in detail in the Draft EIS include land use and transportation.

Agencies, affected Tribes, and members of the public are invited to comment on the Draft EIS. You may comment on the alternatives, probable significant adverse impacts, proposed mitigation measures, and licenses or other approvals that may be required. All comments are due no later than 5 p.m. on October 24, Pacific Standard Time (PST). In addition, the City invites you to learn more about and comment on the proposal at an upcoming public comment meeting:

Draft EIS Public Comment and Planned Action Meeting: 6 p.m. PST, October 15, 2024, at 25 W. Main St., Council Chambers, Auburn, WA. The purpose of the meeting is to receive verbal comments on the Draft EIS from the public and interested parties and inform about the Planned Action. Project-related information can be reviewed on the project website at <https://speakupauburn.org/downtownplan>.

Following the Draft EIS comment period, a Final EIS will be prepared that responds to all the comments received during the Draft EIS public comment period. City Council action is anticipated in late 2024 or early 2025.

Thank you for your interest in the City of Auburn and the Downtown Subarea planning effort. We look forward to reviewing your comments.

Sincerely,

Alexandria D. Teague

Alexandria Teague/State Environmental Policy Act Responsible Official
City of Auburn, Community Development



FACT SHEET Draft Environmental Impact Statement

PROJECT NAME

[Auburn Downtown Subarea Plan Environmental Impact Statement \(EIS\)](#)

DATE OF ISSUE OF DRAFT EIS

September 25, 2024

PROPOSAL (PROPOSED ACTION)

The proposal is a non-project action to revise the Auburn Downtown Subarea Plan and pursue a Planned Action Ordinance. The previous Auburn Downtown Plan and EIS were adopted in 2001 and have provided the framework for development of the City's downtown for the past 20 years. The 2024 Auburn Downtown Subarea Plan Update (Downtown Plan Update) is envisioned to supplement the existing plan by providing a refreshed perspective of the land use, development and transportation options serving the downtown area.

Project Proponent

City of Auburn

State Environmental Policy Act (SEPA) Lead Agency

City of Auburn, Auburn Washington

SEPA Responsible Official

Alexandria Teague, Planning Services Manager

Location of Background Materials

Background materials used in the preparation of this Draft EIS are listed in Chapter 6, *References*.

The Draft EIS considers three alternatives. The alternatives were developed as a result of findings during public outreach activities and feedback and from City planning experts and consultant land use consultants:

- **Alternative 1:** This alternative represents the **baseline** (called the No Action Alternative in EIS terms) or the policies, regulations, and programs in effect when the EIS process is initiated. This alternative retains the current zoning, laws, and policies of the 2001 Auburn Downtown Plan, maintaining the existing Downtown Urban Center (DUC) and its mixed-use areas. This alternative assumes growth within the capacity of the DUC and existing zoning, with planned transportation projects such as the A Street Loop, 3rd Street NE/Auburn Avenue, Auburn Way S/6th Street SE, and 10th Street NE non-motorized improvements.
- **Alternative 2:** This alternative represents **moderate growth** and proposes zoning changes to allow taller buildings in the proposed Revised Downtown Area, with a focus on mixed-use development. It includes a Main Street Overlay to encourage compatible scale redevelopment over time, and modifications to the DUC zone, optimizing the DUC Neighborhood Residential zone for small-lot development at higher and lower levels of density in residential areas surrounding downtown. It assumes the same transportation improvements as Alternative 1.
- **Alternative 3:** This alternative represents the **highest growth** among all the alternatives and proposes zoning changes similar to Alternative 2 but without a zoning overlay or specific focus on the Main Street corridor. It has increased building heights, including 125-foot buildings in the DUC Health and Wellness district around the MultiCare Auburn Medical Center hospital cluster and 75-foot buildings in the north downtown mixed-use node. It assumes the same transportation improvements as Alternative 1.

Each of the three alternatives is analyzed in detail for environmental elements of land use and transportation.

PERMITS, LICENSES, AND APPROVALS LIKELY REQUIRED FOR PROPOSAL

The Proposed Action consists of several related decisions by the Auburn City Council regarding the Downtown Subarea Plan Update and Planned Action:

- Approval of the Final EIS as a document that is adequate for SEPA compliance, decision making, and implementation of the upfront SEPA process;
- Implementation of the associated Planned Action ordinance for the project and the associated upfront SEPA compliance provision;

- Adoption of the Downtown Subarea Plan Update and the associated policies and implementing regulations, as well as site-specific projects that are proposed within the Downtown Subarea; and
- Determination of whether one of the development alternatives contained in the Subarea Plan, a hybrid alternative derived from the development alternatives, or the No Action Alternative is the City's preferred alternative for the downtown subarea.

Plans must be considered and approved by the City Council after Planning Commission recommendations are made. The Washington Department of Commerce coordinates state agency review during a required 60-day review period.

PUBLIC COMMENTS ON THE DRAFT EIS AND PLANNED ACTION ORDINANCE

WRITTEN COMMENTS		VERBAL COMMENTS	
Public Comment Period	This Draft Environmental Impact Statement (Draft EIS) will be available for a 30-day public comment period starting on September 25, 2024.	Draft and Planned Action Ordinance Public Meeting	A public meeting will be held to receive verbal comments on the Draft EIS and the proposed Planned Action Ordinance from the public and interested parties.
Date Written Comments Are Due	Written comments must be received or postmarked by October 24, 2024. Please mail to: Alexandria Teague, Planning Services Manager, 25 W Main Street, Auburn, WA 98001.	Public Meeting Date and Time	The public meeting will be held on October 15, 2024, starting at 6 p.m.
Written Comment Submittal and Contact Information	Written comments may be sent by email to Alexandria Teague, Planning Services Manager: planning@auburnwa.gov	Public Meeting Location	25 W Main Street, Council Chambers, Auburn, WA 98001.

DOCUMENT AVAILABILITY

The Draft EIS is available online at the Auburn Community Development Department webpage: <https://speakupauburn.org/downtownplan>.

For questions or to obtain a copy of the document, contact Alexandria Teague, Planning Services Manager, at ateague@auburnwa.gov or 253.931.3003.

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TIMING OF ADDITIONAL ENVIRONMENTAL REVIEW

After the Draft EIS comment period concludes, the City of Auburn (Lead Agency) will review and respond to comments. A Final EIS will be prepared that contains the responses to the comments and potential updates to the environmental document. The City of Auburn anticipates releasing the Final EIS in late 2024 or early 2025.



Contents

	PAGE
Fact Sheet	FS-1
Abbreviations and Acronyms	vii
CHAPTER 1 Summary	1-1
1.1 Introduction	1-1
1.2 Background	1-2
1.3 Project Location.....	1-2
1.3.1 Downtown Plan Update	1-3
1.3.2 Regional Planning Context.....	1-5
1.3.3 Goals of the Downtown Plan Update	1-7
1.4 Downtown Plan Update Process	1-8
1.4.1 Outreach Information	1-8
1.5 SEPA Process and Public Comment.....	1-9
1.5.1 Planned Action Ordinance	1-10
1.5.2 EIS Scoping	1-11
1.5.3 Draft EIS	1-11
1.5.4 Final EIS.....	1-12
1.5.5 Summary of Impacts and Potential Mitigation Measures	1-12
1.6 Significant Unavoidable Adverse Impacts	1-14
1.6.1 Land Use	1-14
1.6.2 Transportation	1-15

CHAPTER 2	Alternatives.....	2-1
2.1	Description of Alternatives	2-2
2.1.1	Alternative 1 – No Action.....	2-2
2.1.2	Alternative 2 – Moderate Growth	2-5
2.1.3	Alternative 3 – Higher Growth	2-8
2.2	Comparison of Alternatives.....	2-10
CHAPTER 3	Land Use.....	3-11
3.1	Affected Environment	3-11
3.1.1	Land Use Plans and Policies — Regulatory Environment.....	3-12
3.1.2	Current Land Use Patterns and Zoning	3-19
3.1.3	Urban Form	3-29
3.2	Potential Impacts.....	3-36
3.2.1	Thresholds of Significance	3-36
3.2.2	Impacts Common to All Alternatives	3-37
3.2.3	Impacts of Alternative 1, No Action.....	3-49
3.2.4	Impacts of Alternative 2, Moderate Growth	3-52
3.2.5	Impacts of Alternative 3, Higher Growth	3-56
3.3	Mitigation Measures.....	3-60
3.3.1	Mitigation Proposed for Alternatives	3-60
3.4	Significant and Unavoidable Adverse Impacts on Land Use	3-62
CHAPTER 4	Transportation	4-1
4.1	Affected Environment	4-1
4.1.1	Regulatory Environment.....	4-1
4.1.2	Study Area Existing Transportation Network	4-2
4.1.3	Existing Street Network	4-2
4.1.4	Parking	4-13
4.1.5	Safety	4-13

4.1.6	Truck Routes.....	4-16
4.1.7	Rail.....	4-18
4.1.8	Relevant Studies.....	4-20
4.2	Impacts.....	4-26
4.2.1	Impacts Common to All Alternatives	4-26
4.2.2	Impacts of the No Action Alternative	4-28
4.2.3	Impacts of Alternatives 2 and 3.....	4-33
4.2.4	Summary of Impacts.....	4-37
4.3	Mitigation Measures.....	4-39
4.3.1	Incorporated Plan Features.....	4-39
4.4	Significant Unavoidable Adverse Impacts	4-39
CHAPTER 5	Distribution List	5-1
CHAPTER 6	References.....	6-1

APPENDICES

Appendix A 2024 Auburn Downtown Subarea Plan Update

FIGURES

FIGURE 1-1	Downtown Subarea Plan Process	1-2
FIGURE 1-2	Map Showing Boundaries of the Study Area, Existing Downtown/RGS, and the Proposed Revised Downtown Area	1-4
FIGURE 1-3	Planning Framework	1-6
FIGURE 2-1	Existing Zoning in the Study Area	2-4
FIGURE 2-2	Proposed Zoning under Alternative 2	2-6
FIGURE 2-3	Proposed Zoning under Alternative 3	2-9
FIGURE 3-1	Current Uses in Study Area.....	3-20
FIGURE 3-2	Existing Zoning and Airport Overlay	3-24
FIGURE 3-3	Vacant and Redevelopable Parcels in the Study Area	3-26
FIGURE 3-4	Downtown Land Capacity.....	3-27
FIGURE 3-5	Built Environment of Study Area’s Existing Character Areas	3-30
FIGURE 4-1	Roadway Network.....	4-3
FIGURE 4-2	Intersection Level of Service Existing PM Peak Hour	4-8
FIGURE 4-3	Transit	4-10
FIGURE 4-4	Pedestrian Network	4-11
FIGURE 4-5	Bicycle Network.....	4-12
FIGURE 4-6	Parking.....	4-14
FIGURE 4-7	Safety	4-15
FIGURE 4-8	Freight Network.....	4-17
FIGURE 4-9	Rail	4-19
FIGURE 4-10	Intersection Level of Service PM Peak Hour – Alternative 1, No Action	4-32
FIGURE 4-11	Intersection Level of Service PM Peak Hour – Alternative 3, High Growth.....	4-38

TABLES

TABLE 1-1	Summary of Impacts and Mitigation Measures.....	1-13
TABLE 2-1	No Action Alternative Housing and Jobs Capacity, 2021–2044	2-5
TABLE 2-2	Alternative 2 Housing and Jobs Capacity, 2021–2044	2-8
TABLE 2-3	Alternative 3 Housing and Jobs Capacity, 2021–2044	2-10
TABLE 2-4	Comparison of Alternatives	2-10
TABLE 3-1	Current Land Use within the Study Area.....	3-21
TABLE 3-2	Existing Zones: Acreage, Building Heights, and Density	3-23
TABLE 3-3	Consistency with Growth Management Act	3-38
TABLE 3-4	Consistency with VISION 2050 Multicounty Planning Goals and Policies.....	3-40
TABLE 3-5	Consistency with Comprehensive Plan	3-42
TABLE 3-6	Consistency with Housing Action Plan	3-44
TABLE 4-1	LOS and Delay Thresholds for Signalized and Unsignalized Intersections	4-4
TABLE 4-2	2022 Downtown Auburn Corridor Level of Service	4-6
TABLE 4-3	WSDOT Freight Classifications and Standards.....	4-16
TABLE 4-4	Transportation Investments in Downtown Auburn	4-23
TABLE 4-5	2044 Future Project List for Downtown Auburn	4-27
TABLE 4-6	2044 Alternative 1, No Action, PM Peak Hour Corridor Level of Service and Delay	4-30
TABLE 4-7	2022 Downtown Auburn Corridor Level of Service	4-35

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Abbreviations/Acronyms

Abbreviation/Acronym	Definition
ACC	Auburn City Code
ADA	Americans with Disabilities Act
AU	Activity Unit
AWSC	All-Way Stop Controlled
BNSF	Burlington Northern Santa Fe Railway
BRT	bus rapid transit
CDPMP	Comprehensive Downtown Parking Management Plan
DART	Dial-A-Ride Transit
DUC	Downtown Urban Center
FGTS	Freight and Goods Transportation System
GMA	Growth Management Act
HB	House Bill
LOS	level of service
MFTE	Multifamily Property Tax Exemption
MIT	Muckleshoot Tribal
MultiCare	MultiCare Auburn Medical Center
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
RGC	Regional Growth Center

Abbreviation/Acronym	Definition
RRFB	Rectangular Rapid Flashing Beacon
SR 18	State Route 18
TIP	Transportation Improvement Program
TOD	Transit-Oriented Development
TODI	Transit-Oriented Development Implementation
TWSC	Two-Way Stop Controlled
UP	Union Pacific
VMT	vehicle miles traveled
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation



CHAPTER 1 **Summary**

1.1 Introduction

This Draft Environmental Impact Statement (Draft EIS) is a disclosure document for a non-project action that provides a qualitative and quantitative analysis of environmental impacts associated with the proposed 2024 Auburn Downtown Subarea Plan Update (or Downtown Plan Update for short). The Downtown Plan Update provides an updated vision for downtown Auburn that encourages more activity, housing, and economic development opportunities, and enhances livability in and around the subarea.

The Downtown Plan Update will supplement the existing (2001) Downtown Plan by providing a refreshed perspective of the land use, development, and transportation options serving the downtown area. The 2024 Auburn Downtown Subarea Plan Update is being developed for consistency with the Growth Management Act (GMA), multicounty planning policies, countywide planning policies, and the City of Auburn Comprehensive Plan.

The City of Auburn (City) is also pursuing a Planned Action EIS (as described later in this chapter) to streamline permitting and encourage more development within the downtown subarea. The Downtown

Plan Update will become an element of the City’s Comprehensive Plan when adopted by the City of Auburn City Council.

See **Figure 1-1** for a visual display of the steps in the planning process.

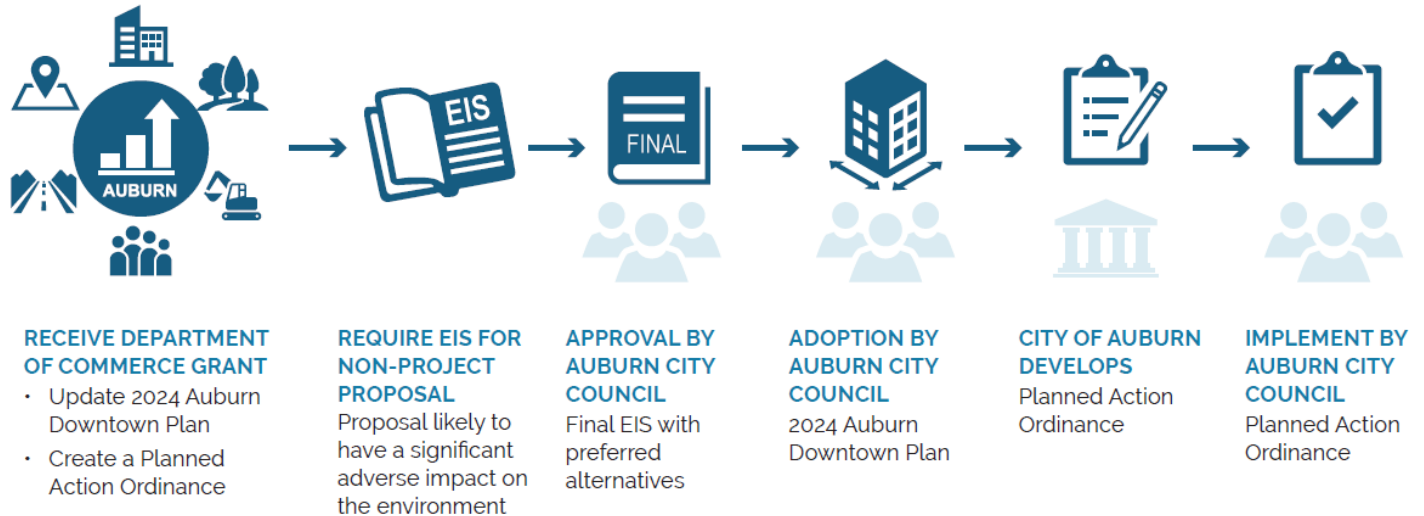


FIGURE 1-1 Downtown Subarea Plan Process

1.2 Background

The previous Auburn Downtown Plan was adopted in 2001 and has provided the framework for development of the City’s downtown for the past 20 years. The plan is now reaching the end of its planning period, and the City has also changed over that time. The 2024 Auburn Downtown Subarea Plan Update will supplement the existing plan by providing a refreshed perspective of the land use, development, and transportation options serving the downtown area.

1.3 Project Location

The Downtown Subarea encompasses approximately 230 acres. The study area includes the existing Downtown Urban Center (DUC) boundary, but expands to the north to 10th Street NE and 8th Street NE. The BNSF/Sounder rail corridor comprises the western border of

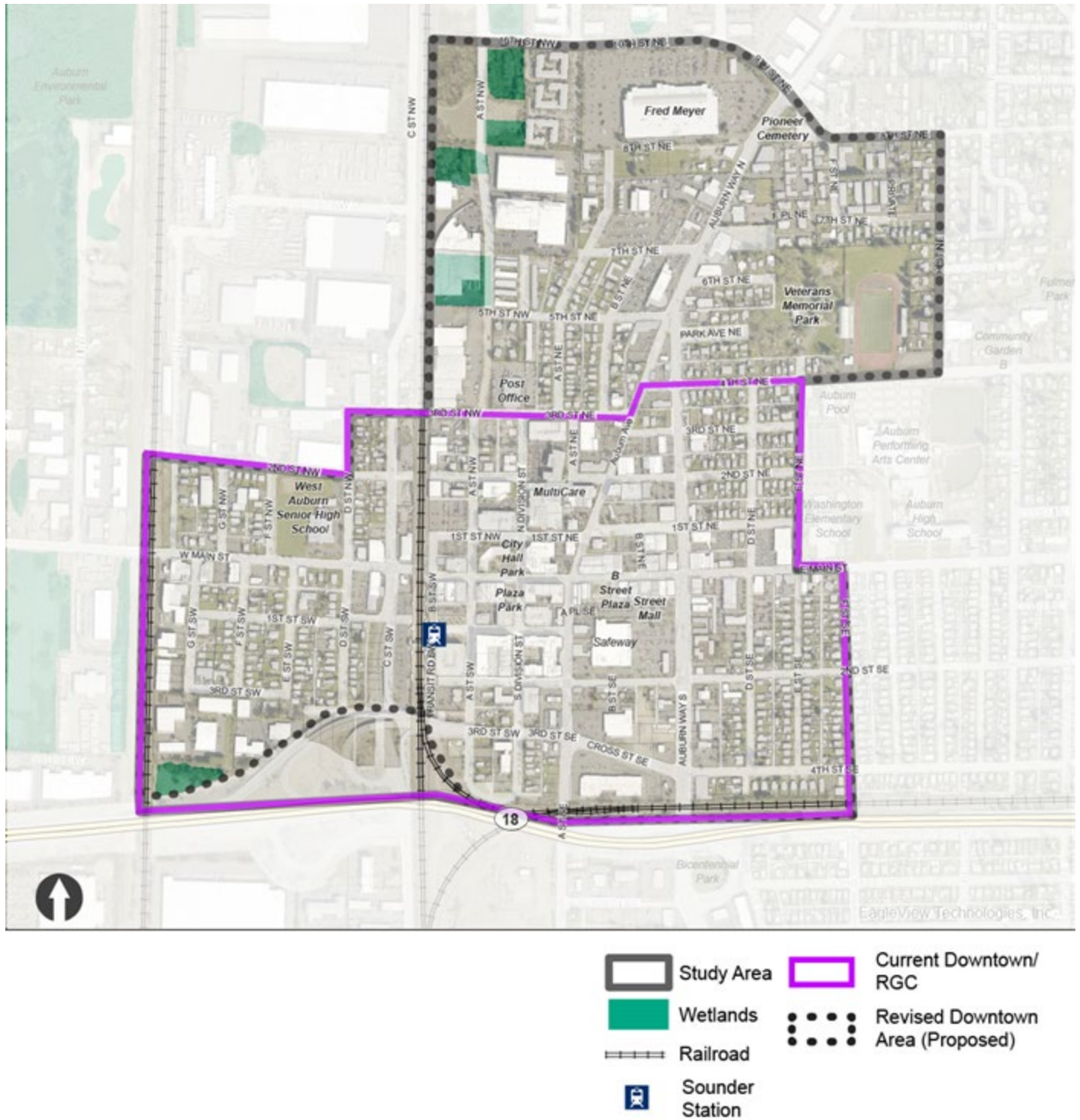
the expanded area, while the eastern border is defined by H Street NE, 4th Street NE, and E Street NE. **Figure 1-2** illustrates the location and highlights three separate areas that are relevant to the Downtown Plan Update:

- **Current Downtown/Regional Growth Center (RGC):** Auburn's existing downtown and RGC area.
- **Study Area:** The entire area studied for the Downtown Plan Update and covered by the Baseline Report (Appendix B.)
- **Revised Downtown Area:** Proposed revision of the downtown area that is studied in the Draft EIS. This boundary is largely similar to the study area, but the plan proposes to remove a small portion along the southern boundary that is currently occupied by the BNSF railroad corridor and the State Route 18 (SR 18) cloverleaf exits and right-of-way.

1.3.1 Downtown Plan Update

The 2024 Auburn Downtown Subarea Plan Update, found in Appendix A, should be reviewed along with this EIS for a comprehensive understanding of all aspects of the plan and probable environmental impacts.

The fundamental goal of the Downtown Plan Update is to promote economic development. In downtown today, a lack of economic development is both the chief impediment to sustainable growth, and the most significant root cause of adverse impacts on the community and environment. The Downtown Plan Update is intended to provide innovative planning and policy interventions to help downtown achieve its tremendous potential for economic development, an outcome that will deliver a broad range of equitable social and environmental benefits at both the local and regional scales.



SOURCE: Prepared by MAKERS (City of Auburn GIS data).

FIGURE 1-2 Map Showing Boundaries of the Study Area, Existing Downtown/RGS, and the Proposed Revised Downtown Area

The 2024 Auburn Downtown Subarea Plan Update will amend current City of Auburn policies governing the environment, land use, economics, transportation, design standards, and utilities in downtown. Actions implementing the Downtown Plan Update include new regulations that address land use, transportation, housing, zoning, capital improvement programs, and other City ordinances and regulations. Many of these actions are intended to provide mitigation for impacts that may be caused by development.

The Downtown Plan Update includes the following major components:

- Goals and Objectives
- Concept
- Proposed Policies, Improvements, and Land Use Code Updates
- Implementation

The 2024 Downtown Subarea Plan effort is funded through a \$250,000 Transit-Oriented Development Implementation (TODI) grant from the Washington State Department of Commerce and additional supplemental funding appropriated by City Council.

Specifics of the No Action Alternative and the two development alternatives that could implement the Downtown Plan Update are described in Chapter 2, *Alternatives*, of this EIS.

1.3.2 Regional Planning Context

The 2024 Auburn Downtown Subarea Plan Update provides an updated vision for downtown that encourages more activity, housing, and economic development opportunities, and enhances livability in and around the subarea. The plan is designed to:

1. Satisfy the requirements of the state's GMA for Auburn to plan for forecasted growth.

2. Support the goals of the Puget Sound Regional Council's (PSRC's) VISION 2050 and Transportation 2050 (T2050) regional plans. PSRC has designated downtown Auburn as an RGC, one of 29 locations throughout the region that have key "business, governmental and cultural facilities and are planning for growth."

King County is required to comply with the GMA. One of the compliance measures is to establish countywide planning policies in conjunction with the cities and towns in the county. Each city, including the City of Auburn, is assigned the household unit and employment growth allocations for the cities within its jurisdiction. VISION 2050 and T2050 provide regional planning frameworks that support accommodation of forecasted growth in a manner that results in the greatest overall benefits to the Central Puget Sound region. Both regional plans were analyzed and approved through extensive EIS processes. See **Figure 1-3**.

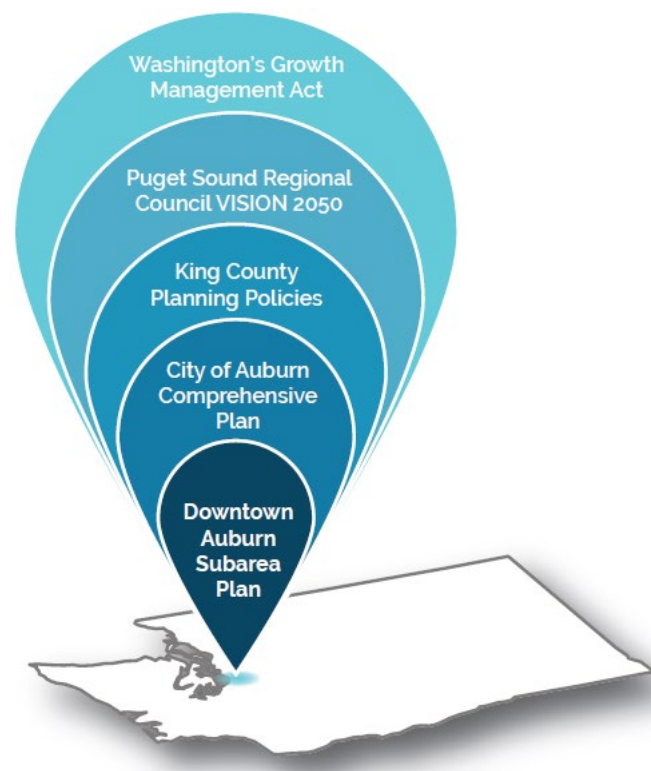


FIGURE 1-3 Planning Framework

The 2024 Auburn Downtown Subarea Plan Update and Draft EIS provide the local focus and additional analysis necessary to coordinate and bridge planning efforts from the state, regional, and local levels.

1.3.3 Goals of the Downtown Plan Update

The goals, policies, and recommendations of the 2024 Auburn Downtown Subarea Plan Update are in alignment with the preferred strategies and outcomes of VISION 2050 and T2050. The overall goal of the Downtown Plan Update is to promote a positive transformation of downtown Auburn. Specific goals include the following:

LAND USE AND ECONOMIC DEVELOPMENT GOALS

- Create new and diverse housing options throughout downtown Auburn.
- Promote a thriving business community.
- Provide sufficient future growth capacity to retain Auburn's RGC designation.
- Promote land uses that provide capacity for share of citywide 2044 household and employment targets to encourage robust growth around the existing and planned transit resources and reduce Vehicle Miles Traveled (VMT).

TRANSPORTATION GOALS

- Improve access to transit service throughout Downtown Auburn.
- Improve pedestrian and bike mobility and safety.
- Encourage sustainable transportation options.

URBAN DESIGN AND COMMUNITY LIVABILITY

- Promote comfort and safety to ensure that downtown Auburn is welcoming to all.
- Ensure that downtown Auburn remains a livable community as redevelopment continues and expands.
- Create new opportunities for social gathering and community-wide celebrations.
- Encourage growth while maintaining Auburn’s hometown feel and sense of place.

Typical development-related EISs conducted in the past commonly presumed that the “No Action” Alternative served as a baseline with no specific revisions to current conditions. In contrast, in downtown Auburn, there could be a well-planned, ambitious redevelopment expected to maximize net environmental and community benefits, and to promote the most sustainable outcomes for both people and the planet.

EISs are typically focused on local impacts, but development in downtown Auburn would result in significant positive effects at the regional scale. Because the Downtown Plan Update is grounded in the approved regional growth strategies of VISION 2050 and T2050, these regional benefits merit substantial consideration in the EIS analysis.

1.4 Downtown Plan Update Process

This section describes the planning and outreach process used to develop the Downtown Plan Update.

1.4.1 Outreach Information

The Downtown Plan Update was developed over an approximately one-year-long process and represents integration of input from a broad range of stakeholders and other interested parties, as

described below. Details concerning the outreach process are provided below, and additional details are available in the Downtown Plan Update.

STAKEHOLDER INTERVIEWS

- Agencies and Property Owners – July 2022
- Development Community and Housing Advocates – July 2022
- Business Community – July 2022
- City Leadership Visioning Meeting – November 2023

COMMUNITY EVENT

- Farmer’s Market Engagement – August 2022
- Comprehensive Plan Update Public Open House – April 2023
- Auburn Downtown Subarea Plan Scoping Notice – October 2022

OPINION SURVEY

- Early Visioning Questions – July 2022

1.5 SEPA Process and Public Comment

The proposed non-project action consists of several related decisions by the Auburn City Council regarding the Downtown Plan Update:

- Approval of the Final EIS as a document that is adequate for State Environmental Policy Act (SEPA) compliance, decision-making, and implementation of the upfront SEPA process.
- Implementation of an associated Planned Action Ordinance.
- Adoption of the Downtown Plan Update and the associated policies and implementing regulations, as well as site-specific projects that are proposed within the Auburn Downtown Subarea.

The City is sponsoring the Downtown Plan Update and is also the SEPA Lead Agency for the 2024 Auburn Downtown Subarea Plan & Planned Action EIS Update. As SEPA Lead Agency, the City has determined that this non-project proposal would likely have a significant adverse impact on the environment. Preparation of an EIS is required under Revised Code of Washington (RCW) 43.21C.030 (2)(c). The Lead Agency has identified the following areas for analysis in the EIS after review of feedback received during the public outreach process:

- Land Use
- Transportation

A non-project EIS, also known as a programmatic EIS, is being prepared because the Downtown Plan Update is not a specific project, but rather a land use plan. The Downtown Plan Update addresses a broad geographical area (approximately 230 acres) and includes a set of potential activities that could be implemented for future development, redevelopment, and revitalization of the Downtown Subarea. As such, rather than a piecemeal analysis of environmental impacts and mitigation that is provided on a project-by-project or site-by-site basis, this Draft EIS comprehensively evaluates environmental impacts and identifies reasonable mitigation measures for the entire subarea based on each of the alternatives.

1.5.1 Planned Action Ordinance

This proposal includes the creation and submittal of a Planned Action Ordinance for adoption. A Planned Action Ordinance is a tool that allows local governments to streamline environmental review processes for certain types of development projects. The EIS analysis of a proposal that includes a Planned Action differs from other EISs because the impact analysis focuses largely on impacts based on future development that is expected to occur within a broad area—rather than impact analysis associated with individual, sequential site-specific development projects. In this case, the specific geographical

area is the Auburn Downtown Subarea. The objective of this Planned Action EIS is to evaluate probable environmental impacts of two development alternatives and the No Action Alternative for the entire study area as comprehensively and completely as possible. The intent is to eliminate the need for subsequent SEPA environmental review associated with site-specific development or redevelopment. A SEPA Checklist would still be required for submittal with a project proposal but issuance to the public would not be required if the project meets specific criteria. This is expected to provide certainty for future, site-specific development proposals and both simplify and expedite the permitting process for such projects. Expedited SEPA review applies to development that complies with criteria listed in the Planned Action Ordinance, complies with the subarea’s development regulations, and occurs within 10 years of issuance of the Final EIS for this project.

The EIS process consists of three phases: EIS Scoping, the Draft EIS, and the Final EIS. Each phase is briefly described below.

1.5.2 EIS Scoping

This is the first crucial step in the EIS process. This step defines the alternatives and the range of environmental issues to be evaluated in the EIS. The purpose of scoping is to narrow the focus of the EIS—to address only those environmental parameters that could be significantly affected as a result of the alternatives. The EIS Scoping process for this proposal occurred October 5 through October 26, 2022. At the conclusion of the scoping process, the City confirmed the scope of the EIS.

1.5.3 Draft EIS

The Draft EIS represents the City’s best determination of probable significant environmental impacts associated with each of the Downtown Plan Update alternatives. The alternatives are described in Chapter 2, *Alternatives*, of this Draft EIS, and each alternative is

evaluated based on environmental parameters in Chapter 3, *Land Use*, and Chapter 4, *Transportation*, in this Draft EIS.

Public comments are invited on this Draft EIS. Copies of this Draft EIS have been made available to agencies (federal, state, regional, City), organizations, and the public for a 30-day public review and comment period. All public comments received during the Draft EIS comment period will be considered and addressed in the Final EIS. Information on comment submittal is included in the SEPA Fact Sheet at the beginning of this Draft EIS document.

1.5.4 Final EIS

The Final EIS completes the environmental review process for the proposal. It incorporates changes or clarifications regarding the Draft EIS; includes all comment letters and testimony that are received from agencies, organizations, and individuals during the public comment period; and contains responses to the comments raised during the Draft EIS. The Final EIS is the SEPA document that the City will use to decide on the Preferred Alternative. Copies of the Final EIS will be made available to those agencies (federal, state, regional, City), organizations, and the individuals that received the Draft EIS and/or provided comments on the Draft EIS.

1.5.5 Summary of Impacts and Potential Mitigation Measures

This section summarizes the impacts that would potentially result from the alternatives analyzed in this Draft EIS. This summary table is not intended to be a substitute for the complete discussion of each element that is contained in Chapters 3 and 4.

TABLE 1-1 Summary of Impacts and Mitigation Measures

Element of the Environment	No Action Alternative	Alternative 1	Alternative 2
Land Use	IMPACTS Does not amend current plans or regulations and is predicted to accommodate less future growth than the two action alternatives. If the City gets approval from PSRC to expand the RGC boundary to be consistent with the proposed Revised Downtown Area, but does not adopt zoning changes to increase development capacity, the area is unlikely to meet future growth targets under No Action. MITIGATION The City could avoid this potentially significant impact by adopting some zoning changes to increase development capacity.		
Transportation	IMPACTS The failing performance at C Street SW & 3rd Street NE, under could impact transit operations Operations at two intersections would fall below the City's standard: • C Street SW & 3rd Street NW – LOS F • A Street NE & 10th Street NE – LOS E In 2044, growth under Alternative 2 is expected to be moderate and less intense than growth in Alternative 3 but still considered a significant impact. Land use growth would result in increased vehicle volumes. One significant adverse traffic operation impact is expected: • C Street SW & 3rd Street NW – LOS F exacerbated Vehicles experience excessive queuing when traveling eastbound along 3rd Street NW in the PM peak due to higher volumes and delay along the rail line. Because this intersection is located along a Sound Transit express route that runs frequent service in the PM peak period, it is considered to have significant auto and transit impacts. Sound Transit Route 566 runs north/south along C Street NW, which includes the impacted intersection in Alternative 3. The increased delays will impact this transit route in addition to vehicles. As a result, Alternative 3 would have		

Element of the Environment	No Action Alternative	Alternative 1	Alternative 2
			a significant impact on transit operations. MITIGATION The City could make changes to signal operations at C Street NW and 3rd Street NW. Currently, the signal operates only with protected permitted phasing when the rail crossing is activated; otherwise, it operates with permitted left-turn phasing. If the signal were updated to protect permitted left-turn phasing during peak periods, the LOS results show a D, which is acceptable under the City’s LOS standards. This signal phasing update would also reduce the identified transit impact.

1.6 Significant Unavoidable Adverse Impacts

The following summarizes the potential significant adverse environmental impacts identified in this environmental analysis.

1.6.1 Land Use

Proposed redevelopment within the Auburn Downtown Subarea would result in an intensification of development, additional employment opportunities, and increased population in the Auburn downtown area. While the intensity of redevelopment would be substantially greater than the amount of existing development, such redevelopment would be consistent with the 2024 Auburn Downtown Subarea Plan Update (if adopted), the intent of the City’s Comprehensive Plan and zoning, the goals and intent of PSRC’s VISION 2050 regional plan for growth, and the requirements of the Washington State GMA.

With application of the land use-related mitigation, **no significant unavoidable land use impacts are expected in conjunction with any of the alternatives.**

1.6.2 Transportation

Proposed redevelopment within the Auburn Downtown Subarea would result in an intensification of development, additional employment opportunities, and increased population in the Auburn Downtown area which results in changes in transportation.

With application of appropriate mitigation measures, **no significant unavoidable adverse impacts are expected relative to vehicular traffic, waterborne/rail traffic, public transit, non-motorized systems, or parking.**

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CHAPTER 2 Alternatives

This chapter provides detailed information on the different alternatives analyzed for the 2024 Auburn Downtown Subarea Plan Update. The Draft EIS considers three alternatives. The alternatives were developed as a result of findings during public outreach activities and feedback and from City planning experts and consultant land use consultants:

- **Alternative 1:** This alternative represents the **baseline** (called the No Action Alternative in EIS terms) or the policies, regulations, and programs in effect when the EIS process is initiated. This alternative retains the current zoning, laws, and policies of the 2001 Auburn Downtown Plan, maintaining the existing Downtown Urban Center (DUC) and its mixed-use areas. This alternative assumes growth within the capacity of the DUC and existing zoning, with planned transportation projects such as the A Street Loop, 3rd Street NE/Auburn Avenue, Auburn Way S/6th Street SE, and 10th Street NE non-motorized improvements.
- **Alternative 2:** This alternative represents **moderate growth** and proposes zoning changes to allow taller buildings in the proposed Revised Downtown Area, with a focus on mixed-use development. It includes modifications to the DUC zone, optimizing the DUC Neighborhood Residential zone for small-lot development at higher and lower levels of density in residential

areas surrounding downtown, and maintains M-1 Light Industrial areas in north downtown, while assuming the same transportation improvements as Alternative 1.

- **Alternative 3:** This alternative represents the **highest growth** among all the alternatives and proposes zoning changes similar to Alternative 2 but with increased building heights, including 125-foot buildings in the DUC Med zone around the MultiCare Auburn Medical Center hospital cluster and 75-foot buildings in the north downtown mixed-use node. It assumes the same transportation improvements as Alternative 1.

Each of the alternatives is described in more detail below.

2.1 Description of Alternatives

2.1.1 Alternative 1 – No Action

LAND USE

The No Action Alternative studies the expected growth under existing zoning, laws, and policies if the City were to make no changes to the (2021) Auburn Downtown Plan.

The 2001 Auburn Downtown Plan envisioned a core area of growth in downtown Auburn, which was then implemented in the current zoning code. The Downtown Urban Center (DUC) Comprehensive Plan land use designation generally aligns with the 2001 Downtown Plan boundaries, and multiple zoning districts, including DUC, implement the DUC land use via a strong mixed-use area with a range of commercial, office, medical, retail, residential, and civic uses. The DUC core area is flanked by lower density commercial and residential uses to the east and west. A small area of M-1 industrial zoning exists in the west downtown area.

Areas north of 3rd Street NE were not included in the 2001 Downtown Plan and reflect a lower density mix of land uses.

Residential zones east of Auburn Way N include R7 Residential, R10 Residential, and R20 Residential. West of Auburn Way N is a mix of zones that support commercial and industrial uses, including C-1 Commercial, C-3 Commercial, Residential Office, and M-1 Light Industrial. Existing zoning in the study area is shown in **Figure 2-1**.

The DUC also aligns with the PSRC's RGC area. Auburn was first designated an RGC in 2003 and is now considered the Urban Growth Center type of RGC, following the PSRC's Regional Centers Framework Update in 2018. Alternative 1 retains the City's current RGC boundary, as shown in Figure 2-1.

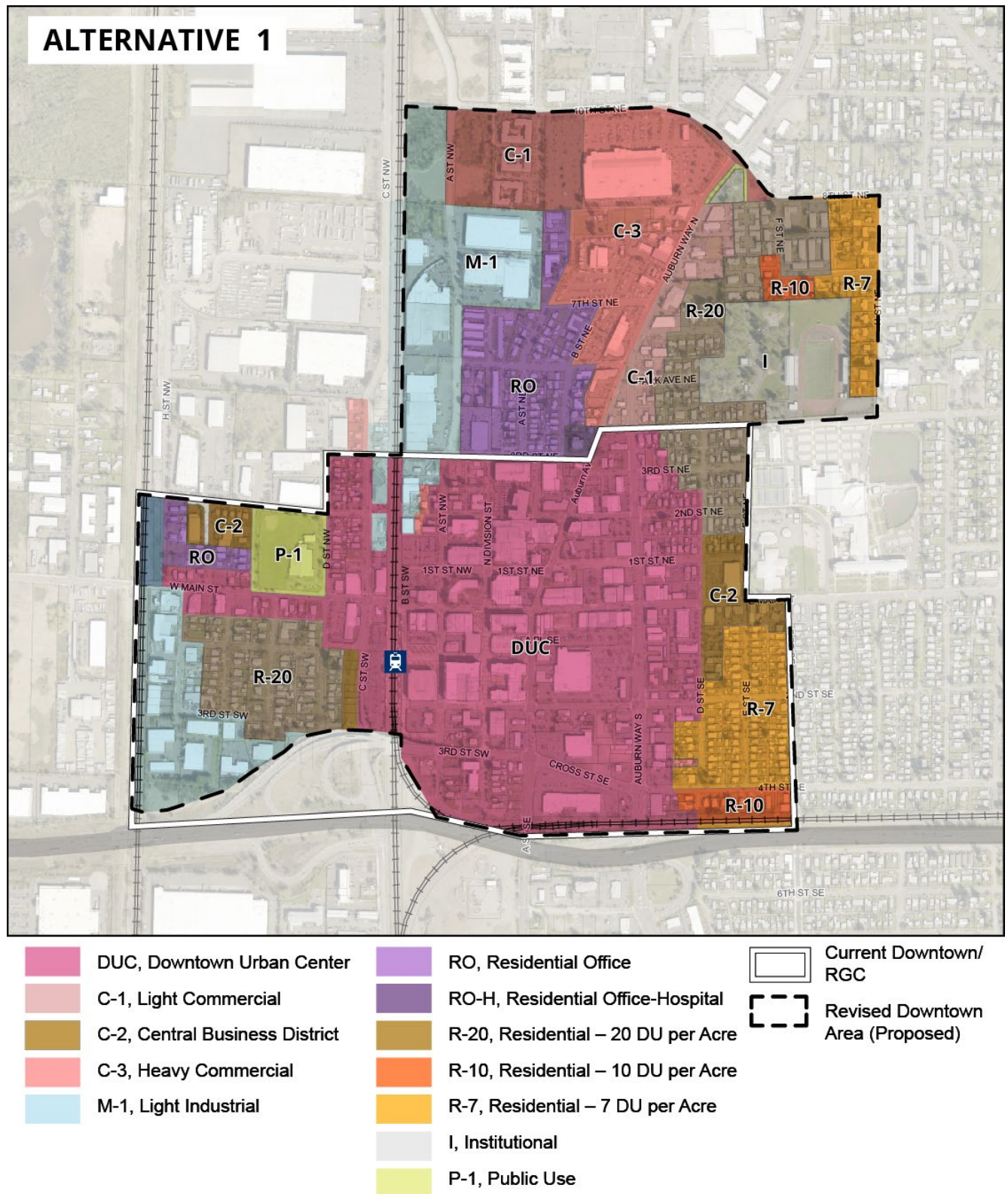
TRANSPORTATION

Several transportation projects are planned within the proposed Revised Downtown Area over the next several years. Alternative 1 – No Action assumes the following transportation projects in its modeling assumptions.

- A Street Loop
- 3rd Street NE/Auburn Avenue
- Auburn Way S/6th Street SE
- 10th Street NE Non-Motorized Improvements

GROWTH

Auburn has grown substantially over the last 20 years, but capacity for growth remains both within the existing DUC area and in adjacent commercial and residential zones in the study area. Alternative 1 – No Action considers growth (housing and jobs) that is likely accommodated by existing zoning. See **Table 2-1**.



SOURCE: MAKERS 2023

FIGURE 2-1 Existing Zoning in the Study Area

TABLE 2-1 No Action Alternative Housing and Jobs Capacity, 2021–2044

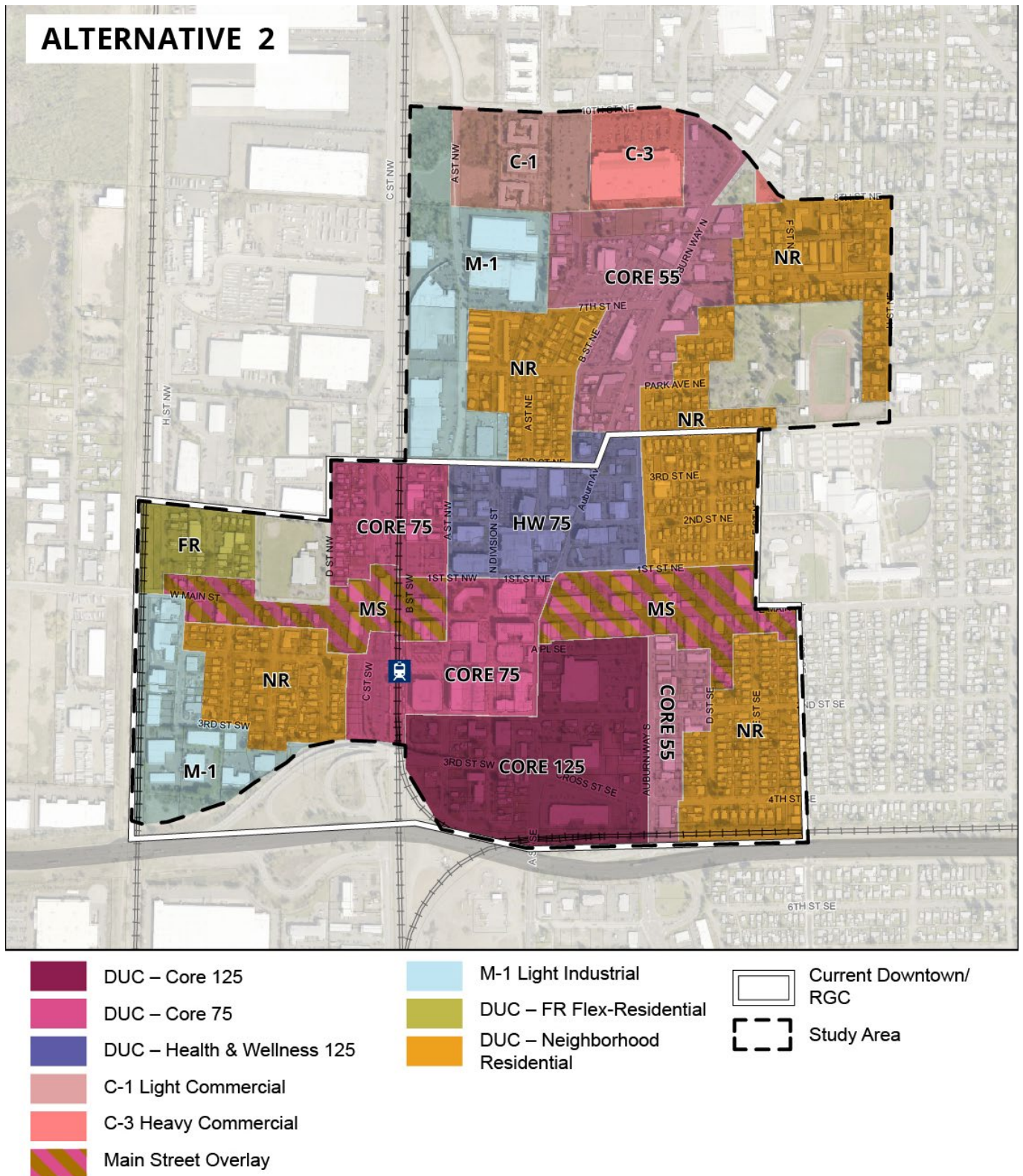
	Total Acres	Housing Units	Population	Jobs	Total Activity Units (AU)	Activity Units/Acre
2021 – Revised Downtown Area (Proposed)	361	1,724	3,708	4,799	8,507	22.6
Existing RGC Only (2021)	233	1,033	2,253	3,554	5,807	24.9
2044 – Revised Downtown Area (Proposed)	361	4,257	8,781	6,302	15,083	41.5
Existing RGC Only (2044)	233	3,226	4,749	4,749	11,395	48.9

2.1.2 Alternative 2 – Moderate Growth

LAND USE

Proposed zoning with Alternative 2 – Moderate Growth would allow taller buildings in several locations within the proposed Revised Downtown Area (see **Figure 2-2**). A modified DUC zone in the south-central part of the proposed Revised Downtown Area would allow buildings up to 125 feet in height. Alternative 2 would create a new node of mixed-use development in the north downtown portion of the proposed Revised Downtown Area centered around Auburn Way N by extending a modified DUC zone that allows buildings up to 55 feet in height. Alternative 2 also includes a new modified version of the DUC zone oriented toward hospital/medical uses in the north-central part of the downtown core around the MultiCare Auburn Medical Center (MultiCare) hospital complex.

Along the east and west Main Street corridor, a new overlay would enhance the area’s traditional pedestrian-oriented retail format while allowing new development of a compatible scale. This zone would allow buildings up to 55 feet in height, which is lower than currently allowed. This zone would support the goal of creating an arts-focused area east of A Street SE.



SOURCE: MAKERS 2023

FIGURE 2-2 Proposed Zoning under Alternative 2

In residential areas surrounding downtown, the DUC Neighborhood Residential zone would be optimized for small-lot development at higher and lower levels of density. This would align with the City's Housing Action Plan Implementation effort and meet the new state requirements of House Bill (HB) 1110 (2023) by promoting small apartments, townhouses, duplexes, triplexes, and small-lot homes within existing residential zones. A new Flex residential zone would allow middle housing types as well as some light industrial/commercial uses that are compatible with residential areas, such as a workshop space, brewery, or small office.

M-1 Light Industrial areas in north downtown would be largely unchanged, except for slight revisions along 3rd Street NW to consolidate properties zoned as M-1 to be north of the 3rd Street NW corridor in this area. The C-1 and C-3 zones at the northern edge of the proposed Revised Downtown Area would remain unchanged; new uses are slightly restricted by the Auburn Municipal Airport and the Airport Overlay Zone.

"Missing Middle" Housing Defined

The term "missing middle" housing refers to a range of housing types that fall between single-family homes and mid-rise to high-rise apartment buildings. Examples include duplexes, triplexes, townhomes, and small apartments. Daniel Parolek coined the term in 2010.

In 2023, the Washington State Legislature passed HB 1110, which required cities of certain sizes, including Auburn, to "allow multiple dwelling units per lot in a middle housing type of form." (Commerce, Middle Housing In WA: Fact Sheet for Implementing E2SHB 1110. July 2023.)

<https://deptofcommerce.app.box.com/s/yjo6h53f2jhj1xopbc6lxzo28dsh2h9k>.

TRANSPORTATION

Alternative 2 – Moderate Growth assumes the same transportation improvements as the No Action Alternative. See Chapter 4, *Transportation*, for an analysis of impacts and potential mitigation actions. In 2044, growth under Alternative 2 is expected to be moderate and less intense than growth in Alternative 3.

GROWTH

Alternative 2 is expected to result in moderate growth within the proposed Revised Downtown Area. See **Table 2-2** for potential zoned capacity.

TABLE 2-2 Alternative 2 Housing and Jobs Capacity, 2021–2044

	Total Acres	Housing Units	Population	Jobs	Total Activity Units (AU)	Activity Units/Acre
2021 Revised Downtown Area (Proposed)	361	1,724	3,708	4,799	8,507	22.6
2021 Existing RGC	233	1,033	2,253	3,554	5,807	24.9
2044 Projection: Revised Downtown Area (Proposed)	361	7,006	14,284	7,698	21,982	58.5
2044 Projection: Existing RGC	233	4,820	9,836	6,125	15,961	68.5

NOTE ON ANALYSIS

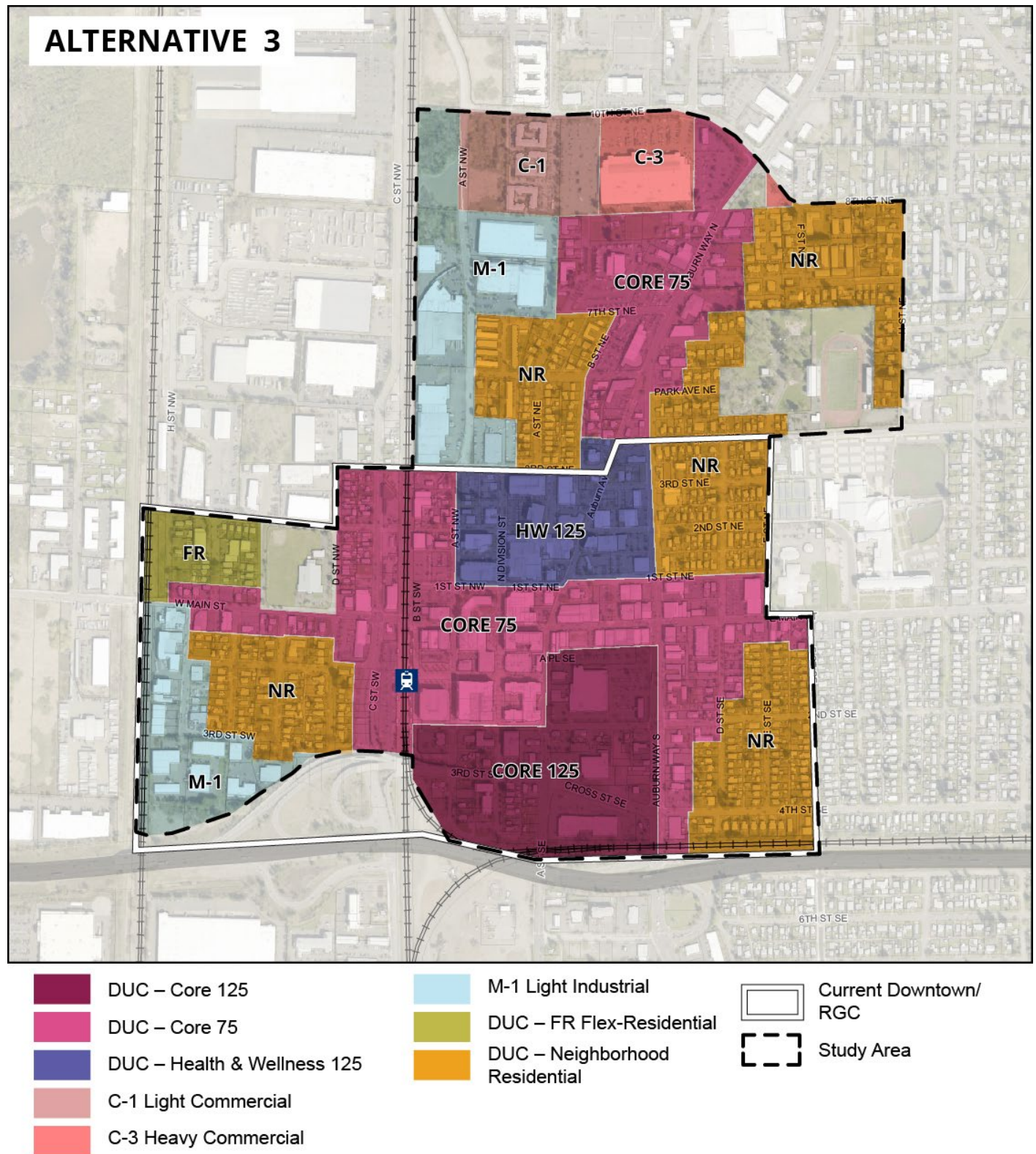
Alternative 2 represents a mid-point between the projected growth of the two bookend alternatives: Alternative 1 – No Action and Alternative 3 – Higher Growth. As a result, the analysis of this alternative in the Draft EIS is based on the transportation model information and other data gathered for the higher and lower growth alternatives. Since Alternative 2 represents a mid-point between both alternatives, the degree of impacts would be less than or equal to Alternative 3.

2.1.3 Alternative 3 – Higher Growth

LAND USE

Proposed zoning in Alternative 3 – Higher Growth is similar to Alternative 2 in many aspects but includes the following distinctions (see **Figure 2-3**):

- Increases allowable building heights to 125 feet in the DUC Med zone around the MultiCare hospital cluster in the central part of the proposed Revised Downtown Area, north of City Hall.
- Retains much of existing DUC zone and expands the DUC 75 feet across the Main Street corridor.
- Allows buildings up to 75 feet in height in the north downtown mixed-use node.



SOURCE: MAKERS 20

FIGURE 2-3 Proposed Zoning under Alternative 3

TRANSPORTATION

Alternative 3 assumes the same transportation improvements as Alternative 1 – No Action. Alternative 3 represents the highest growth among all alternatives and would experience one potential transportation-related impact. See Chapter 4, *Transportation*, for analysis of impacts and potential mitigation actions.

GROWTH

Alternative 3 is expected to result in moderate growth within the proposed Revised Downtown Area. See **Table 2-3** for potential zoned capacity.

TABLE 2-3 Alternative 3 Housing and Jobs Capacity, 2021–2044

	Total Acres	Housing Units	Population	Jobs	Total Activity Units (AU)	Activity Units/Acre
2021 Revised Downtown Area (Proposed)	361	1,724	3,708	4,799	8,507	22.6
2021 Existing RGC	233	1,033	2,253	3,554	5,807	24.9
2044 Projection: Revised Downtown Area (Proposed)	361	7,603	15,478	8,185	23,663	62.9
2044 Projection: Existing RGC	233	5,202	10,601	6,364	16,965	72.8

2.2 Comparison of Alternatives

TABLE 2-4 Comparison of Alternatives

	Total Acres	Housing Units	Population	Jobs	Total Activity Units (AU)	Activity Units/Acre
Alternative 1 - No Action (2044 Projection)	361	4,257	8,781	6,302	15,083	41.5
Alternative 2 – Moderate Growth (2044 Projection)	361	7,006	14,284	7,698	21,982	58.5
Alternative 3 – Higher Growth (2044 Projection)	361	7,603	15,478	8,185	23,663	62.9



CHAPTER 3 Land Use

This chapter describes the affected environment, potential impacts, and mitigation measures for land use in the Downtown Subarea.

Following a description of current conditions (affected environment), the analysis compares and contrasts the alternatives in a non-project analysis and provides mitigation measures for identified impacts. It also summarizes whether there are significant unavoidable adverse impacts.

This chapter also addresses physical land use patterns within and surrounding the study area, considering changes in the type and intensity of residential, commercial, and mixed uses. Existing land use pattern conditions are based on field reconnaissance by MAKERS staff members, imagery review, and King County and City of Auburn parcel data.

Future conditions consider the level of growth and land use change described in Chapter 2 for the alternatives.

3.1 Affected Environment

This section addresses land use patterns and development character in downtown Auburn and provides a baseline for analyzing the impacts of land use and development of the alternatives. It also

provides applicable plans and policies and reviews Auburn’s Comprehensive Plan growth strategy and policies and PSRC’s center growth strategy.

3.1.1 Land Use Plans and Policies — Regulatory Environment

GROWTH MANAGEMENT ACT

The Washington State Growth Management Act (GMA) requires comprehensive plans, including subarea plans like the 2024 Downtown Subarea Plan, and development regulations to be consistent with the following goals (as set forth in RCW 36.70A.020), as well as the goals and policies of the Shoreline Management Act, regarding shorelines of the state (as set forth in RCW 90.58.020). The goals address well-managed urban, rural, and resource lands and promote environmental quality by focusing growth in urban areas, advancing housing and employment opportunities, providing adequate public services, and more.

- **Urban Growth.** Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- **Reduce Sprawl.** Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
- **Transportation.** Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.
- **Housing.** Encourage the availability of affordable housing to all economic segments of the population of the state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- **Economic Development.** Encourage economic development throughout the state that is consistent with adopted comprehensive plans; promote economic opportunity for all

citizens of this state, especially for unemployed and for disadvantaged persons; promote the retention and expansion of existing businesses and recruitment of new businesses; recognize regional differences impacting economic development opportunities; and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

- **Property Rights.** Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.
- **Permits.** Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
- **Natural Resource Industries.** Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands and discourage incompatible uses.
- **Open Space and Recreation.** Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
- **Environment.** Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.
- **Citizen Participation and Coordination.** Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.
- **Public Facilities and Services.** Ensure that those public facilities and services necessary to support development are adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

- **Historic Preservation.** Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.
- **Climate Change and Resiliency.** Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies adapt to and mitigate the effects of a changing climate.
- **Shorelines of the State.** The goals and policies of the Shoreline Management Act are set forth in RCW 90.58.020.

Regional Growth Center (RGC) Requirements

PSRC's requirements for Urban Growth Centers:

- Minimum **18 activity units per acre** existing density.
- Minimum **45 activity units per acre** planned density.
- Size between **200 and 640 acres**.
- Minimum mix of **15 percent** residential and employment activity.

PUGET SOUND VISION 2050

PSRC adopted VISION 2050 in 2020 to guide growth and investment in the four-county Central Puget Sound region, including King, Kitsap, Pierce, and Snohomish counties and their cities. It includes multicounty planning policies and a Regional Growth Center (RGC) Strategy that sorts communities into categories based on their roles in the region now or in the future.

PSRC's VISION 2050 identifies the City of Auburn Downtown Subarea as a RGC, type of urban growth area, intended to accommodate a significant share of future growth. PSRC uses "activity units" to measure the density of development and potential for growth within the RGC framework.¹ An *activity unit* is one person or one job. RGCs and other types of centers are eligible as "*priority areas for PSRC's federal transportation funding*" and support PSRC's "*objective of encouraging development of compact, livable centers as an opportunity to accommodate a significant portion of the region's growth.*"²

¹ Puget Sound Regional Council. "Regional Centers Framework Update." March 22, 2018. <https://www.psrc.org/media/3038>.

² Puget Sound Regional Council. "Regional Centers Framework Update." 2018.

COMPREHENSIVE PLAN

Starting in summer 2022, the City of Auburn embarked on a major update to its Comprehensive Plan, last updated in 2015. This process is running concurrent to the analysis and planning work done for the 2024 Auburn Downtown Subarea Plan Update. The City coordinated the two planning efforts, and the Downtown Plan Update is central to helping the City meet the Comprehensive Plan's 2044 growth targets. The following land use and economic development goals, policies, and descriptions are quoted from Imagine Auburn: City of Auburn Comprehensive Plan adopted in 2015, which was the current adopted plan at the time of the release of this Draft EIS.³ The 2024 Periodic Comprehensive Plan is being amended with consideration for current growth trends as well as findings and analysis from the 2024 Auburn Downtown Subarea Plan Update. Any proposed changes will follow all City Code, ordinance, and processes needed.

Land Use

Goals

The following is quoted from Imagine Auburn: 2015 City of Auburn Comprehensive Plan:

- **Character:** Buildings and developments are planned and constructed using innovative architectural and site layout techniques that emphasize social interaction and safety.
- **Wellness:** Residential, commercial, and recreational areas of the City are joined by a system of trails and paths to lessen reliance upon the use of vehicles.
- **Economy:** A robust mix of uses and options makes living, working, and shopping in Auburn desirable.

³ City of Auburn. "Imagine Auburn: City of Auburn Comprehensive Plan." 2015.
https://www.auburnwa.gov/city_hall/community_development/zoning_land_use/auburn_s_comprehensive_plan.

- **Celebration:** Neighborhoods and districts have been identified and are distinguishable through the use of signs, marketing materials, and subarea plans.
- **Environment:** Our rivers, streams, wetlands, habitats, and other natural resources are identified, preserved, and protected for future generations.
- **Sustainability:** Land use activities and developments incorporate low-impact development, energy efficient buildings, crime prevention through environmental design and other sustainable development practices.

Policies

The following is quoted from Imagine Auburn: 2015 City of Auburn Comprehensive Plan:

1. Require building design standards for multifamily, mixed-use, and nonresidential structures to ensure unique and high-quality architectural forms, shapes, and materials.
2. Require site design standards for multifamily, mixed-use, commercial, and residential development proposals that provide connectivity between and through sites, adequate public gathering spaces, sustainable development practices, and efficient provision of utilities and streets.
3. Engage in strategic planning of identified corridors and gateways that includes an emphasized level of planning, designing, improving, regulating, and maintaining those areas providing the most visible impression of Auburn.
4. Delineate neighborhoods and districts, and develop strategies for creating greater neighborhood identity that reinforces the concept of "One Auburn."
6. Develop downtown Auburn into a safe, walkable community with attractive public plazas and buildings and an engaging streetscape through planning, regulation, and capital improvements.

7. Support and promote efforts that create or expand population and employment opportunities within downtown Auburn.
8. Identify, protect, preserve, and restore Auburn's environment and natural resources.
9. Implement measures to promote buildings that conserve energy and water and reduce greenhouse gas emissions.
10. Develop vehicular gateways that provide access to Auburn into well-signed, attractive, and prominent entry points.
12. Establish parking standards that limit the overall number of spaces, allowing for landscaping and site layout to soften the visual impact of large parking lots.
13. Create incentives for good community design by allowing increased height, density, intensity, and other standards.
14. Ensure harmonious transition between land uses and zoning designations through the use of setbacks, vegetation, building orientation, and architectural design.
15. Employ "crime prevention through environmental design" when designing communities and development proposals.

Economic Development

Goals

The following is quoted from Imagine Auburn: City of Auburn Comprehensive Plan:

- **Character:** Our cultural diversity has been leveraged to bind our community, expand our market, and celebrate cultural traditions.
- **Wellness:** We are a safe community with walkable commercial districts, where both the perception and the reality are that crime activity is low and public safety staffing meets or exceeds community expectations.

- **Service:** Our economic development strategies focus on supporting the existing business community; as a result, recruitment is minimal because businesses desire to locate here.
- **Economy:** We are able to measure and achieve defined targets for manufacturing, service, and retail jobs and revenues.
- **Celebration:** We actively promote our local businesses and have been successful at making our residents more aware of what is available locally as well as attracting visitors from beyond our City.
- **Environment:** Our economy is growing and diversifying because of our efforts to protect our rivers, streams, wetlands, and other environmental resources.
- **Sustainability:** Residents are staying in Auburn to work and shop, and we are widely considered to be a regional dining, shopping, and entertainment destination.

Policies

The following is quoted from Imagine Auburn: City of Auburn Comprehensive Plan:

1. Attract high-wage employment opportunities and sales-tax-generating businesses to diversify the City's economic base and generate positive secondary benefits for the community.
3. Dedicate resources to pursue an expanded economic development program for the City.
5. Create an economic development toolbox comprising programs and incentives to reduce financial, regulatory, and operational constraints for existing or new business growth and expansion.
6. Prioritize the installation of key infrastructure at identified employment areas to facilitate development of these economic centers.

HOUSING ACTION PLAN

The City recently completed a Housing Action Plan that includes several planning objectives relevant to downtown and the study area:⁴

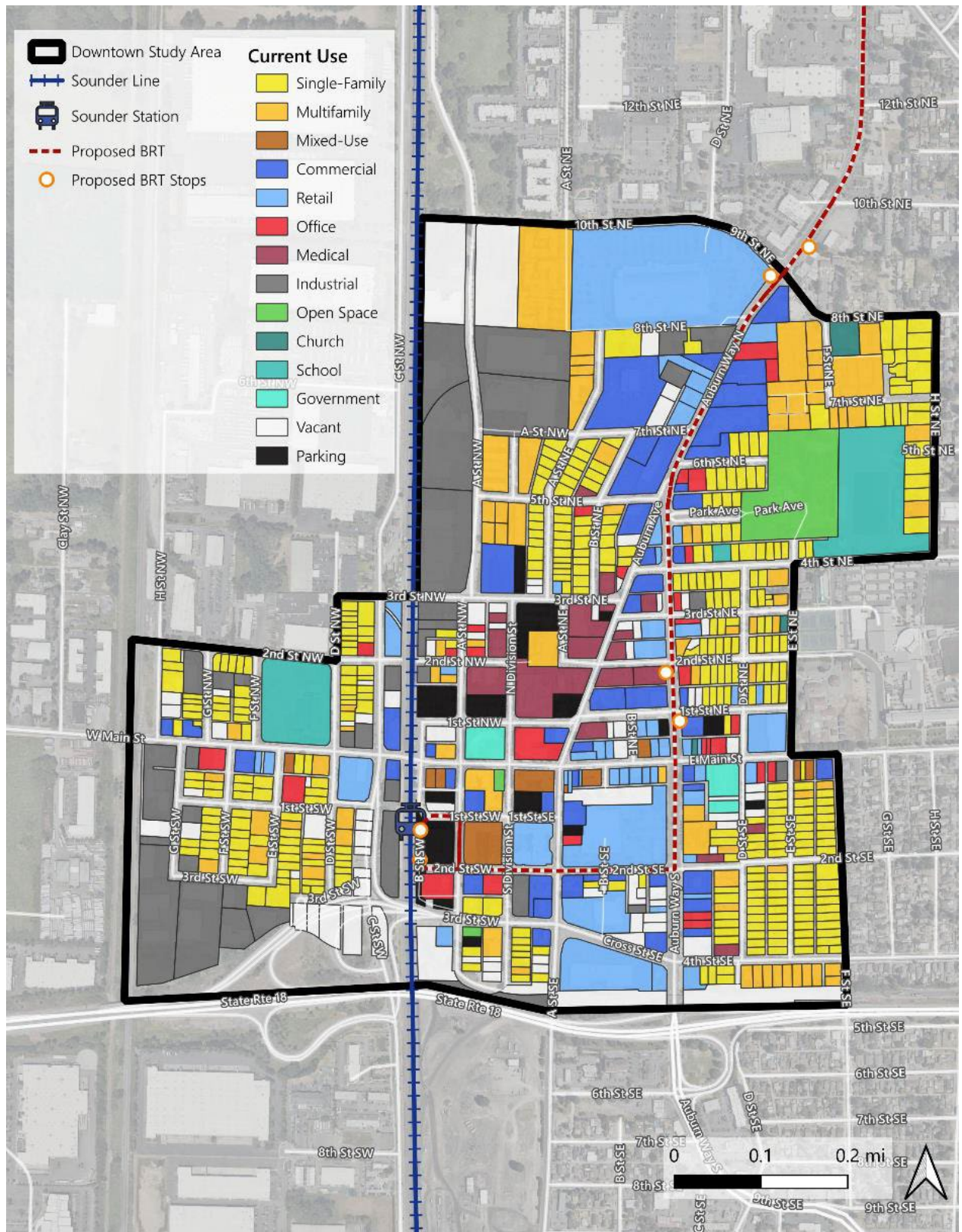
- Encourage market rate development downtown.
- Encourage affordable housing downtown.
- Encourage missing middle housing in R-7 zones.
- Prevent displacement and encourage the preservation of existing affordable housing.

3.1.2 Current Land Use Patterns and Zoning

LAND USES WITHIN THE STUDY AREA

Figure 3-1 shows the current land uses in the study area, as reported by the King County Assessor. Single-family residential development is clustered in the eastern and western areas, with more multifamily development in the northern area. Retail and commercial uses are along Auburn Way and Main Street, with a cluster of medical uses in the central area. There are also numerous parking lots in the central core, as well as industrial uses along the railroad tracks and in the far southwest of the study area. Table 3-1 details acreage for current land uses.

⁴ City of Auburn. "Housing Action Plan" <https://speakupauburn.org/hap#:~:text=The%20City's%20Community%20Development%20Department,Action%20Plan%20by%20June%202021>.



SOURCES: King County Assessor, Leland Consulting Group, 2022

FIGURE 3-1 Current Uses in Study Area

TABLE 3-1 Current Land Use within the Study Area

Use	Acres (Gross)	Share
Single-Family	53.0	17%
Multifamily	30.8	10%
Mixed-Use	3.4	1%
Commercial	24.1	8%
Retail	37.9	12%
Office	7.0	2%
Medical	8.7	3%
Industrial	48.9	16%
Open Space	8.0	3%
Church	1.1	0%
School	37.1	12%
Government	2.3	1%
Vacant	39.4	13%
Parking	7.7	2%
Total Parcel Acreage	309.1	100%

SOURCES: King County Assessor, Leland Consulting Group, and MAKERS 2022

ADJACENT LAND USES

Land uses adjacent to the study area include a mix of multifamily and single-family uses to the northeast and predominantly single-family uses to the east and south of SR 18, which is the southern boundary of the study area. Industrial land uses are typical in areas west of the study area. North of the study is a mix of commercial and industrial uses, including the Auburn Municipal Airport, a General Aviation⁵ field located about one-third of a mile north of 15th Street NE. The airport does not support commercial passenger service but does

⁵ The Federal Aviation Administration defines General Aviation airports as "public-use airports that do not have schedule service, or have less than 2,500 annual passenger boardings."

Airport Categories. Federal Aviation Administration. Accessed February 26, 2024.

https://www.faa.gov/airports/planning_capacity/categories

serve civilian flying aircraft. Typical aircraft include fixed-wing and helicopters that seat six or fewer passengers, and provide a range of functions, including medevac, law enforcement, training, recreational, charter, and business operations. The airport sees an average of 450 take-offs/landings per day (estimated at 140,000 annually).⁶

The City of Auburn is currently updating its 2024 City of Auburn Comprehensive Plan and exploring land use changes outside of the boundaries of downtown. The City is coordinating these two processes to ensure that City-wide changes reflect the vision for downtown.

ZONING

The study area includes a diverse mix of existing zones, including light industrial, auto-oriented commercial areas, the mixed-use, pedestrian-oriented Downtown Urban Center (DUC) zone, and residential areas that are predominatnly single-family houses.

Table 3-2 provides an overview of zones wihtin the study area.

Figure 3-2 illustrates the distribution of the existing zones across the subarea, including how the Airport Overlay Zones impact the study area. No conflicts with building height limits required by Auburn City Code (ACC) 18.38.070 are expected given the distance between the runway and the study area. ACC Chapter 18.38 requires development standards and prohibits the following uses in the Inner Safety Zone: multiple-family dwellings, mixed-use development, senior housing, assisted living/nursing homes, supportive housing, hospitals, schools and day care centers, single-family dwellings, and other uses, similar to those above, that could interfere with airport operations.

⁶ Community Impact Auburn Airport-City of Auburn. Accessed February 26, 2024. <https://auburnmunicipalairport.com/community-impact>.

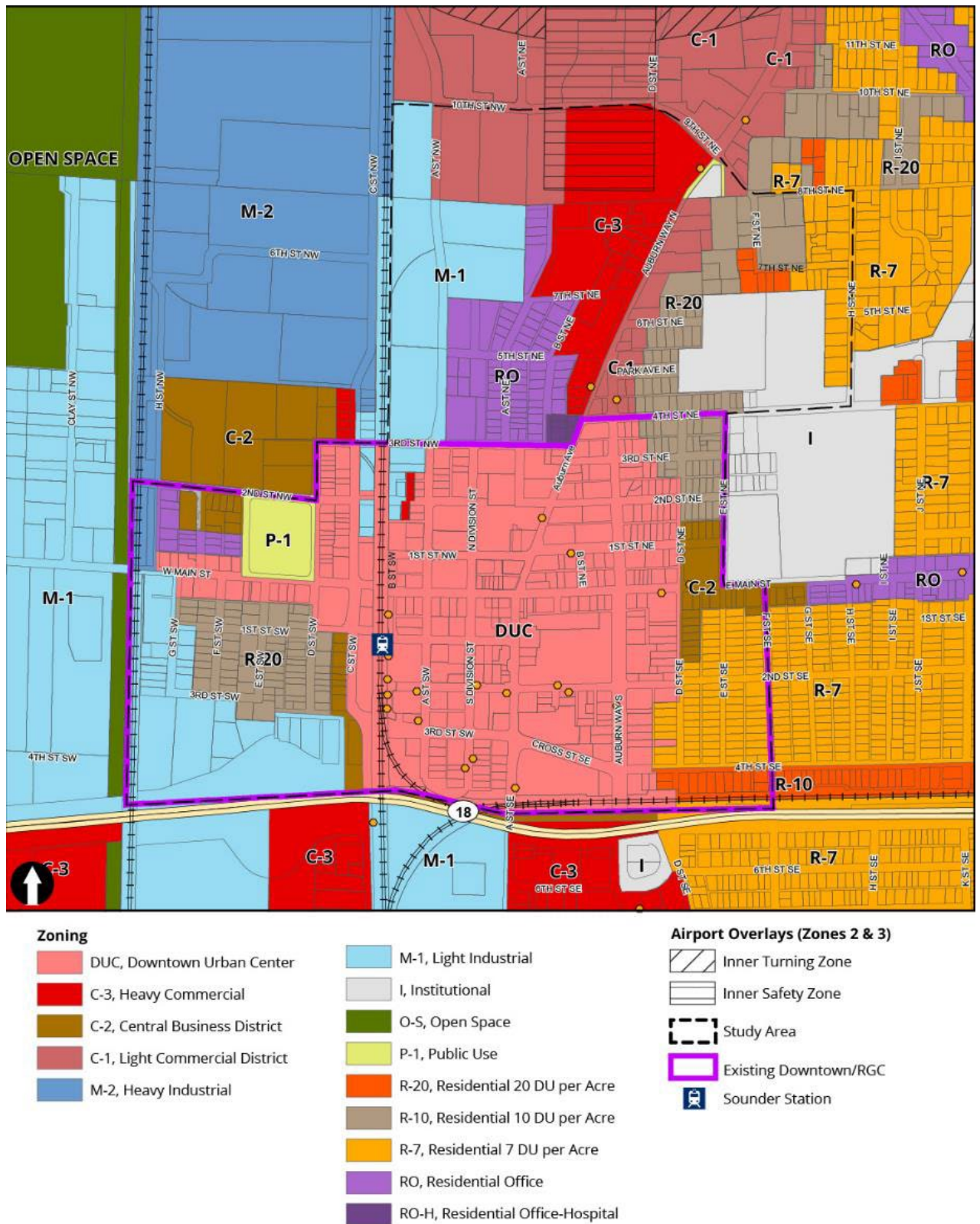
TABLE 3-2 Existing Zones: Acreage, Building Heights, and Density

	Zone	Maximum Height	Maximum Density Units/Acre	Acres
COMMERCIAL ZONES	Downtown Urban Center – DUC	75 feet	Approx 170 ^a	133.13
	Light Commercial District – C1	45 feet	N/A	23.4
	Central Business District – C2	60 feet ^b		11.9
	Heavy Commercial District – C3	75 feet	36	29.09
RESIDENTIAL ZONES	Residential – R7	35 feet	7	24.46
	Residential – R10	45 feet	10	5.61
	Residential – R20	50 feet	20	39.04
	Residential Office District – RO	35 feet	12	23.41
	Residential Office District (Hospital) RO-H	65 feet	12	1.04
INDUSTRIAL ZONES	Light Industrial District – M1	45 feet	No limit	58.79
	Heavy Industrial District – M2	45 feet	Not allowed	2.29

SOURCES: Auburn City Code, Title 18 Zoning, MAKERS

a. Maximum Floor Area Ratio for residential is 4.0 with bonuses, which are provided for amenities such as public plazas, daycare, and underground parking.

b. No greater than adjacent street right-of-way width, typically 60 feet.



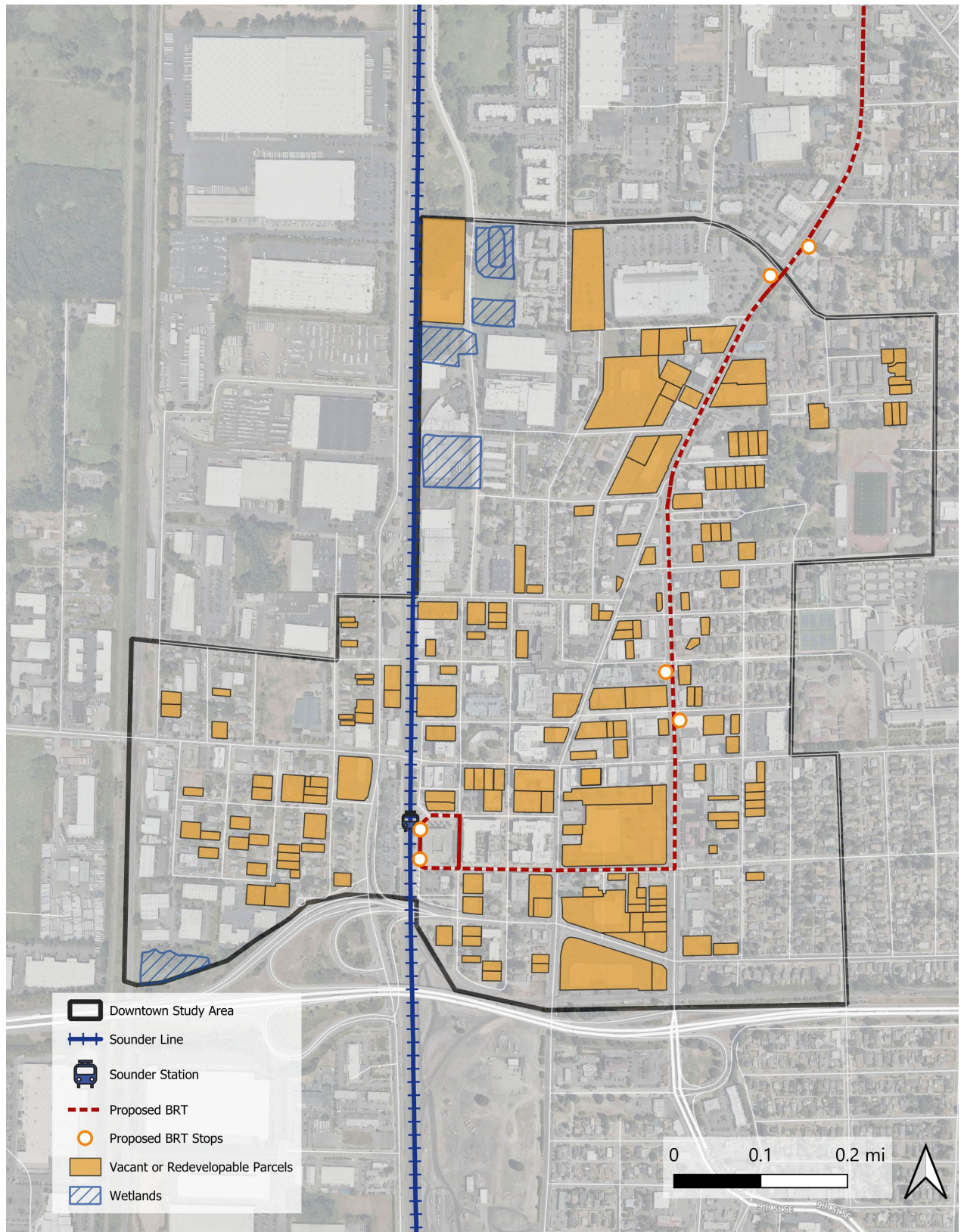
SOURCES: City of Auburn GIS data, MAKERS

FIGURE 3-2 Existing Zoning and Airport Overlay

LAND CAPACITY

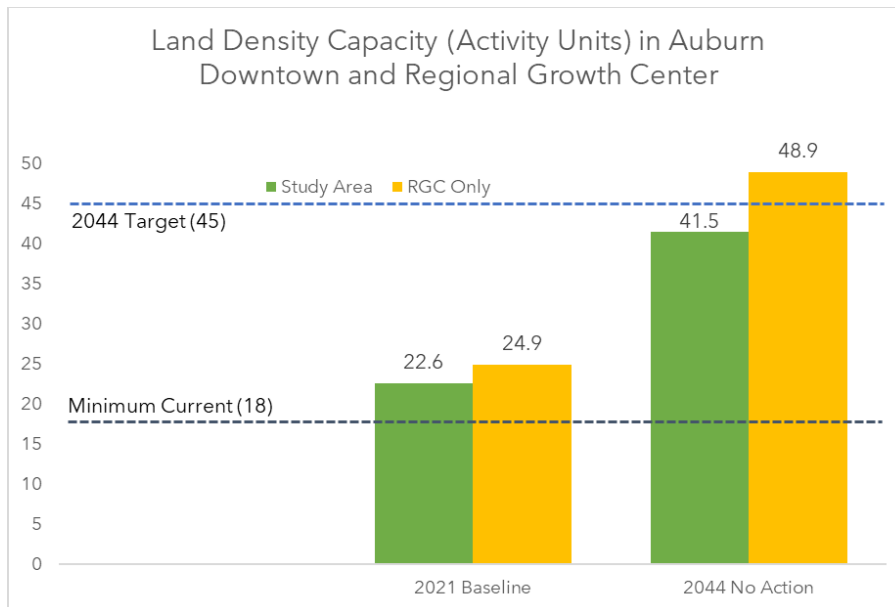
Figure 3-3 shows the vacant and redevelopable parcels used in this analysis. These parcels include those classified as vacant or redevelopable by the King County Buildable Lands Report as well as parcels with an improvement-to-land value ratio of 1.0 or less, a common threshold for redevelopment. Several parcels with proposed or planned development or known potential were added to the list in consultation with City staff as well.

Figure 3-4 shows the activity unit density requirements, baseline conditions, and no action projections for the downtown study area and the RGC. Assuming redevelopment on the parcels shown above consistent with past and projected future market trends, the RGC is expected to exceed PSRC's density targets by 2044, although the downtown study area as a whole falls slightly short of the required densities. However, note that changes in market trends may affect the acreage that redevelops over the next 20 years to the point where the target could be met even under a No Action scenario.



SOURCES: Leland Consulting Group, City of Auburn

FIGURE 3-3 Vacant and Redevelopable Parcels in the Study Area



SOURCES: Leland Consulting Group, King County, PSRC

FIGURE 3-4 Downtown Land Capacity

MARKET CONDITIONS

The market conditions for the City of Auburn are informed by an economic study conducted during the Downtown Planning Process. Key findings from the market study are summarized below.

Demographics, Housing, and Employment

- Auburn's population has grown significantly since the 1980s. PSRC forecasts a population increase of about 20 percent for the next two decades in Auburn.⁷
- The current population of the downtown study area is significantly older than the citywide population, and the study area contains a number of large senior housing developments.
- About a quarter of downtown housing units in the study area are single-family homes, and a third of housing units are in large developments of 50 units or more.

⁷ Puget Sound Regional Council, Land Use Vision – Implemented Targets. May 2023.
<https://www.psrc.org/our-work/projections-cities-and-other-places>.

- The downtown study area population is classified by PSRC as having a higher risk of displacement due to redevelopment.⁸
- Auburn is historically a “blue-collar” city and the majority of jobs and job growth in the past 20 years has been in manufacturing, although relatively few of these jobs are in the downtown area. The downtown area accounts for around 9 percent of all jobs in the City.
- Retail jobs make up the largest share of jobs in the study area, at 21.6 percent. The health care sector accounts for another 20.5 percent of downtown jobs, and MultiCare is the largest employer in the study area, with 635 employees.
- Most employees in downtown Auburn do not live in the downtown area.

Market Outlook

- Most recent development in downtown Auburn has taken place within a small part of the downtown core, and the majority of the development consisted of developing housing over ground-floor commercial space.
- Although the average asking monthly apartment rent in Auburn is among the lowest in the Seattle area, rents have increased by 7.3 percent over the past year, decreasing the gap between Auburn and Seattle metro area rents.
- Auburn has seen considerably more office development than other Central Puget Sound municipalities in recent decades, anchored in health care and public sectors.
- Although information and technology jobs are growing the fastest, health care and government are both expected to add significant numbers of jobs regionally in the coming years. Auburn’s existing cluster of medical facilities makes the downtown area well positioned to take advantage of this regional trend.

⁸ Puget Sound Regional Council, Displacement Risk Interactive Map, Accessed February 23, 2024, <https://psregcncl.maps.arcgis.com/apps/webappviewer/index.html?id=4e1f07c343534e499d70f1686171d843>.

3.1.3 Urban Form

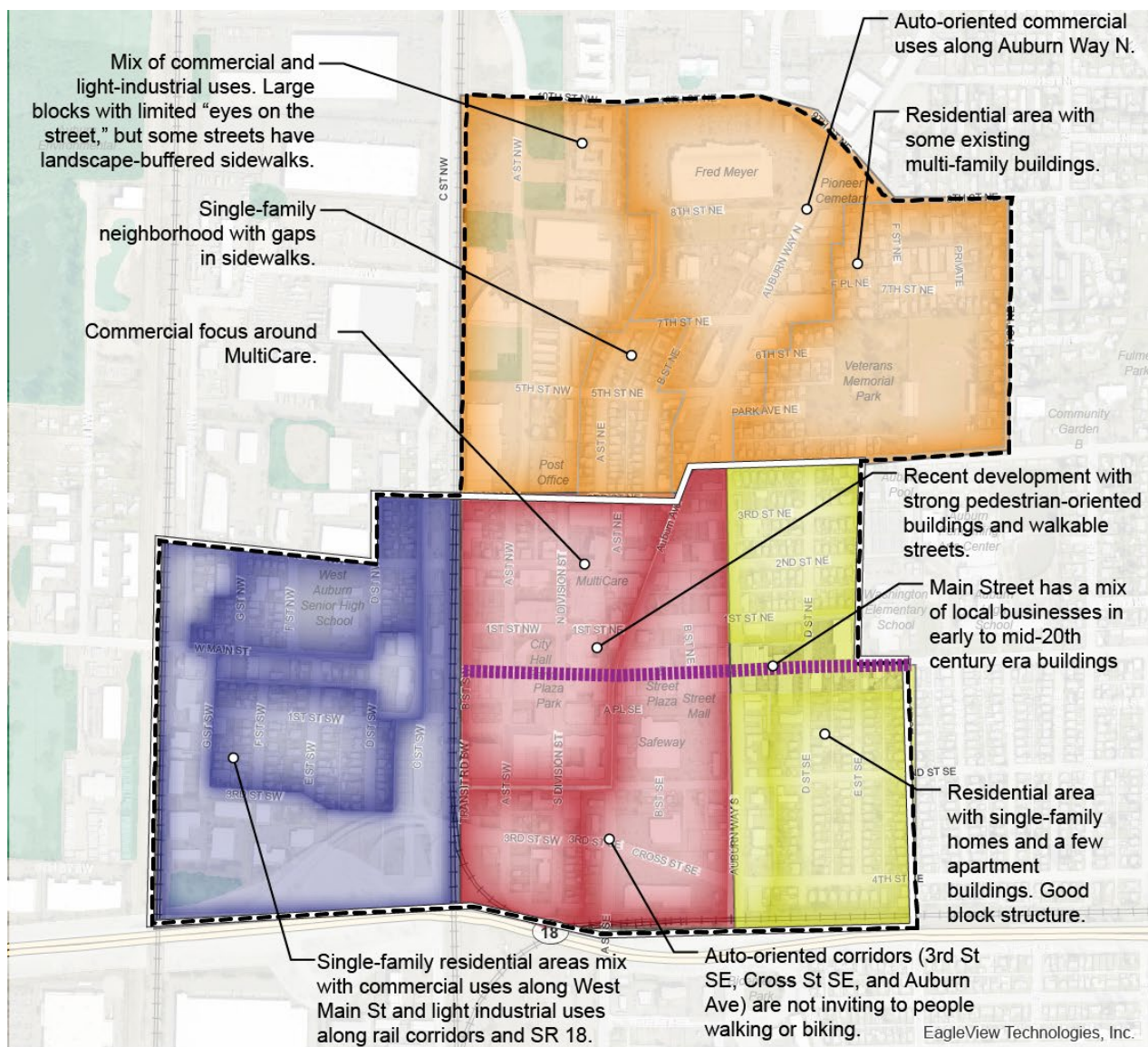
Urban form within the subarea shows significant diversity within a small geographic area. Industrial areas along the rail corridors reflect Auburn's industrial and agricultural heritage. Early and mid-20th century buildings within the downtown core and along the W/E Main Street corridor integrate with more recent, dense urban development at the heart of the DUC. Public plazas, walkable streets, and permeable ground floors further contribute to the pedestrian-oriented DUC area.

Auto-oriented commercial areas, particularly along arterials, support a range of commercial uses, but also create circulation challenges for people walking, biking, and accessing transit through the area. The office and medical hub around MultiCare feels distinct from the surrounding areas and could offer more development opportunities.

Residential areas include single-family neighborhoods east of Auburn Way S and some multifamily complexes east of Auburn Avenue. Veterans Memorial Park is key amenity for the area north of downtown, providing green space and recreational opportunities.

DOWNTOWN CHARACTER AREAS

To better understand current conditions within the subarea and analyze future opportunities, the subarea was divided into four character areas: downtown core, west downtown, north downtown, and east downtown (**Figure 3-5**). The Main Street corridor through downtown was also analyzed, given the unique mix of existing businesses in this area. The current conditions of each of these existing areas within downtown were assessed. The character areas identified in the map informed the early analysis conducted for the Downtown Plan Update; however, the plan's recommendations build on this framework to propose more detailed changes in land use and transportation.



SOURCE: MAKERS

FIGURE 3-5 Built Environment of Study Area's Existing Character Areas

Downtown Core



The downtown core area was the primary focus of the 2001 Downtown Plan and has seen significant public and private investment over the last two decades. These investments have resulted in a strong pedestrian environment, with streetscapes

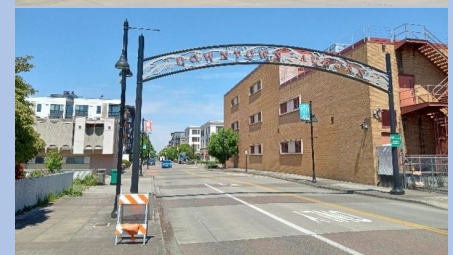
that are accessible, support needs of adjacent uses, and invite people to walk. The curbless design along a portion of S Division Street is a key investment that supports a pedestrian-oriented downtown core area that could be used for festivals or other public events. Public plazas within the downtown core area further support the pedestrian environment.

The downtown core area also retains some two- and three-story older buildings, reflecting the historic built form of downtown Auburn, which grew rapidly around the turn of the last century. These buildings are primarily located along the Main Street corridor, but they are also present in other areas within the downtown core.

A mix of new and historic pedestrian-oriented building types and successful implementation of pedestrian-friendly street design has created a walkable urban form in many parts of the downtown core. See Figure 3-5 for a map of character areas within the study area.

MultiCare Hub

MultiCare, located west of Auburn Avenue between 1st Street NE and 3rd Street NE, is a major employer and destination that anchors the northern end of the downtown core area. MultiCare plans to expand within existing parking areas of the site. Sound Transit also has plans to build a new parking garage structure in this area.



Images of the Downtown Core.

SOURCE: MAKERS



MultiCare

SOURCE: City of Auburn



Examples of auto-oriented commercial space and use that are common in parts of the study area

SOURCE: MAKERS



Images of Main Street



Postmark Center for the Arts

SOURCE: MAKERS

Auto-Oriented Commercial

Some auto-oriented commercial uses remain in the downtown core, such as along the corridors of 3rd Street SE, Cross Street SE, and Auburn Way S. The Safeway grocery store, an important community asset for downtown, has a large surface parking lot that could present future infill development opportunities. The east–west alignment of the Safeway site and the Sounder station and pedestrian plaza could offer a strong multimodal connection within downtown.

Industrial

There are also a few industrial commercial uses in the downtown core area west of A Street NW and north of 1st Street NW, along the BNSF/Sounder railroad corridor. These include warehouses, surface parking lots, and outdoor storage to support commercial activities.

Main Street Corridor/Overlay



Once one of the principal shopping destinations in the valley, Main Street retains a mid-20th century style, with single-story commercial buildings and small businesses lining the street. The commercial area engages pedestrians with small-scale

storefronts, multiple windows and clear sidewalks, pedestrian lighting, and public art. The commercial street is home to a diverse mix of small and local businesses, many of which have multilingual signage and serve Auburn and South King County residents from diverse cultures and ethnic backgrounds. It crosses both the downtown core and the east downtown character areas.

A few two- and three-story early 20th century buildings along W Main Street (west of N Division Street) connect to the history of downtown and include ground-floor uses that activate the corridor. Many of the buildings along E Main Street (east of N Division Street)

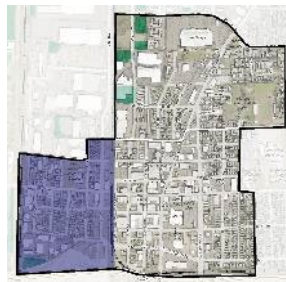
retain the mid-century architectural style of a commercial street, with small department stores and shops mixing with office and civic buildings. The aging buildings in this area also reflect a range of conditions—some have been updated while others may require increased maintenance or renovation to continue to support existing or new commercial uses.

Sidewalk improvements along portions of E Main Street also contribute to an inviting and comfortable pedestrian environment. Street parking buffers pedestrians from vehicle traffic in these areas, but as pedestrian volumes increase, these parking spaces could become opportunities to expand pedestrian space.

The new Postmark Center for the Arts provides an arts and cultural hub between the downtown core area and east downtown and Main Street.

West Downtown

The west downtown area is located west of the BNSF/Sounder railroad corridor and C Street NW arterial and east of the Union Pacific railroad corridor. The intersection of E Main Street and B Street NW is one of the key vehicle gateways into the downtown core area, and there are opportunities to better connect west downtown and the downtown core via user experience enhancements (such as more cohesive development, the clarification of pedestrian and bike pathways, and similar public realm enhancements). The intersection is also challenging for people with limited mobility. The Auburn Station pedestrian overpass that is located to the south of W Main Street crosses only the railroad corridor, requiring some people with limited mobility who cannot cross the tracks at grade to travel out of their way to get to west downtown. (See Chapter 4, *Transportation*, for more information on multimodal access in the study area.)



Images of west downtown

SOURCE: MAKERS

W Main Street Commercial Uses

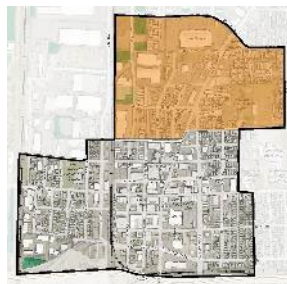
W Main Street features a mix of commercial uses, some located in formerly residential buildings, including several small, locally owned businesses. The W Main Street corridor has sidewalks and some public art, but intermittent parking areas and differing setback patterns along the corridor fail to provide strong definition to the space.

Residential/Industrial Mix

North and south of Main Street, west downtown has a small grid of streets, with inconsistently sized block featuring an eclectic mix of residential, commercial, and light industrial uses. West Auburn Senior High School, a technical high school alternative for Auburn students, anchors the area. A mostly residential neighborhood surrounds the school, comprising older single-family houses and some apartment buildings, particularly south of Main Street.

The street grid in the area is somewhat irregular, with smaller blocks and parcels along W Main Street, and larger blocks (a few with alleys) and larger parcels to the north and south. Industrial uses are most common at the extreme north and south of the area, with larger, more recently constructed warehouses and flexible business parks.

North Downtown



Unlike other parts of downtown, the area north of 3rd Street NE was developed after World War II and has historically been somewhat separate from downtown Auburn. It has a more-auto-oriented built form and less-complete street grid, but the area could present opportunities for future redevelopment and infill residential. This area has the most diverse mix of uses and existing building styles within the study area.

Commercial Corridors

Auburn Way N and A Street NW are key arterials through this area, creating some divisions and distinctions between uses. Commercial uses predominate along both the Auburn Avenue and the Auburn Way N corridors, which are flanked by residential areas on both sides. Fred Meyer is the existing commercial anchor at the northern edge.

Industrial Uses and Business Parks

On the western edge, industrial uses similar to those in the downtown core area extend from the BNSF railroad corridor east to A Street NW (and to A Street NE in some areas).

Residential Pockets

Pockets of single-family residential located between 3rd Street NW/NE and 7th Street NE have a smaller street grid than the downtown core or industrial portions of the study area. The presence of alleys in residential street grid areas both east and west of Auburn Avenue provide good site access, creating the opportunity for infill housing.

East of the Auburn Way corridor is a mixed residential area with single-family and multifamily housing. The area has limited internal street connectivity, with many small private roads and driveways. Veterans Memorial Park is a key open space and cultural asset in this area. The boulevard style of the Park Avenue entrance, with the alley of mature existing trees, is unique and adds green infrastructure to the area. This area is also close to Auburn High School and the Auburn Performing Arts Center and is a key community destination in Auburn.

East Downtown

Residential Surroundings



Residential homes in the east downtown area

SOURCE: MAKERS



North and south of E Main Street is a single-family residential neighborhood with a well-connected street grid of blocks approximately 350 by 600 feet and pre-World War II houses on small lots. The neighborhood is within close and easy

walking distance of E Main Street businesses and the downtown core area. There are also a few multifamily developments along Auburn Way S.

3.2 Potential Impacts

3.2.1 Thresholds of Significance

Thresholds of significance are used to define impacts that would have adverse impacts prior to or without any mitigation. The alternatives are expected to result in a land use impact if:

- **Regional and local policy consistency.** Development that is inconsistent with state or regional growth management policies or the City's current plans and policies could have adverse effects without mitigation.
- **Use compatibility.** Changes in land use patterns that preclude reasonable transitions between activity levels or create new adjacent uses that are likely to result in incompatibilities.
- **Urban form.** Differences in allowed development types that negatively impact aesthetics and/or the human experience could have adverse impacts without mitigation.
- **Commercial displacement.** Redevelopment could increase displacement risks for existing businesses and commercial uses.

3.2.2 Impacts Common to All Alternatives

SHORT-TERM IMPACTS

Short-term impacts can also result from construction activities, which can include an increase in traffic, and air and noise pollution. These impacts can be mitigated by adherence to the mitigation measures required by the permitting jurisdiction (City, county, and/or state agency) and through construction site inspections as required by a project's construction permits. No significant adverse impacts on land use are expected from construction.

REGIONAL AND LOCAL POLICY CONSISTENCY

Growth Management Act

The 2001 Auburn Downtown Plan and EIS has been a central part of the City of Auburn's Comprehensive Plan vision for over twenty years, resulting in a strong and vibrant economic center for the greater community. The Downtown Plan Update builds on this previous vision to ensure continued opportunities for growth and strong alignment with current local and regional policies. This **Table 3-4** provides an overview of how three alternatives support relevant the goals of the GMA.

TABLE 3-3 Consistency with Growth Management Act

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
LEGEND:  Partially meets  Meets  Optimally meets				
GMA GOALS				
Urban Growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.				All alternatives promote urban growth, but alternatives 2 and 3 provide more development opportunities by expanding the downtown area and pursuing zoning changes.
Reduce Sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.				By promoting growth opportunities downtown, all alternatives promote reduce sprawl. Alternatives 2 and 3 provide more development opportunities by expanding the downtown area and pursuing zoning changes.
Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.				All alternatives accommodate future growth around the City's existing transportation resources. Alternatives 2 and 3 provide more transit-oriented development capacity by expanding the downtown area to align with new frequent bus service. See Transportation Chapter for more details
Housing. Encourage the availability of affordable housing to all economic segments of the population of the state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.				All alternatives at least partially encourage the affordability of housing by increasing capacity for population growth downtown. Alternatives 2 provide moderate growth and Alternative 3 provide the most robust growth opportunities.
Economic Development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans; promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons; promote the retention and expansion of existing businesses and recruitment of new businesses; recognize regional differences impacting economic development opportunities; and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.				All alternatives would accommodate future growth for both population and jobs. Alternatives 2 and 3 provide more robust economic development benefits by expanding the downtown area, increasing new opportunities for homes and new jobs. This DEIS also studies the potential for commercial displacement under the action alternatives

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
LEGEND:  Partially meets  Meets  Optimally meets				
GMA GOALS (CONTINUED)				
Property Rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.				All alternatives of the Downtown Plan Update support the GMA goal of not taking private property for public use without just compensation.
Open Space and Recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.				All alternatives support the Downtown Plan Update goals of providing new green space, and increasing access to existing open space resources. In the area
Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.				Future redevelopment of Downtown under all of the alternatives will have beneficial impacts on the environment by meeting current building, energy, and stormwater codes.
Citizen Participation and Coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.				Community engagement has occurred at key stages during the development of the Downtown Plan Update, and will continue through the EIS process.
Climate Change and Resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies adapt to and mitigate the effects of a changing climate.				All alternatives would help mitigate climate change by increasing opportunities for transit-oriented development (TOD). Alternatives 2 and 3 provide the most robust TOD opportunities.

PSRC VISION 2050

The City of Auburn, designated as a Core City in PSRC's VISION 2050, is "*intended to accommodate a significant share of future growth*" in population and employment. **Table 3-4** identifies pertinent land use goals and policies and how well the three alternatives would address them within downtown. Alternative 1, No Action, is consistent with VISION 2050 goals, but the development alternatives would more optimally meet goals for increasing density and providing housing and supporting transit (see **Table 3-4**).

TABLE 3-4 Consistency with VISION 2050 Multicounty Planning Goals and Policies

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
LEGEND: ○ Partially meets ● Meets ● Optimally meets				
REGIONAL GROWTH GOAL AND STRATEGIES				
Regional Growth Goal: The region accommodates growth in urban areas, focused in designated centers and near transit stations, to create healthy, equitable, and vibrant communities well-served by infrastructure and services. Rural and resource lands continue to be vital parts of the region that retain important cultural, economic, and rural lifestyle opportunities over the long term.	●	●	●	Alternatives focus residential and job growth within downtown, which is well served by infrastructure and services. The development alternatives provide growth where future high-capacity transit is planned along the Auburn Way N corridor.
MPP-RGS-6 Encourage efficient use of urban land by optimizing the development potential of existing urban lands and increasing density in the urban growth area in locations consistent with the Regional Growth Strategy.	●	●	●	Development alternatives would rezone land, enabling denser urban development, and align zoning to current market feasibility in order to promote near-term redevelopment.
MPP-RGS-9 Focus a significant share of population and employment growth in designated regional growth centers.	●	●	●	All alternatives accommodate future growth in the RGC. The development alternatives provide more development opportunities by expanding the downtown area and pursuing zoning changes.
ENVIRONMENTAL GOAL				
Environmental Goal: The region cares for the natural environment by protecting and restoring natural systems, conserving habitat, improving water quality, and reducing air pollutants. The health of all residents and the economy is connected to the health of the environment. Planning at all levels considers the impacts of land use, development, and transportation on the ecosystem.	●	●	●	All alternatives would implement City critical area regulations. Development alternatives would create greater opportunities for transit-oriented development, and promote multimodal circulation and energy-efficient buildings that reduce environmental impacts.
DEVELOPMENT PATTERN GOAL AND STRATEGIES				
Development Pattern Goal: The region creates healthy, walkable, compact, and equitable transit-oriented communities that maintain unique character and local culture, while conserving rural areas and creating and preserving open space and natural areas.	●	●	●	All alternatives would promote compact, walkable development within the downtown area. The development alternatives expand transit-oriented development opportunities that promote healthy, walkable communities.

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
LEGEND:  Partially meets  Meets  Optimally meets				
MPP-DP-1 Develop high-quality, compact urban communities throughout the region's urban growth area that impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use.				Development alternatives expand the footprint of downtown Auburn while highlighting the unique character areas within the subarea and improving multimodal circulation.
HOUSING GOAL AND STRATEGIES				
Housing Goal: The region preserves, improves, and expands its housing stock to provide a range of affordable, accessible, healthy, and safe housing choices to every resident. The region continues to promote fair and equal access to housing for all people.				
MPP-H-2 Provide a range of housing types and choices to meet the housing needs of all income levels and demographic groups within the region.				Development alternatives expand opportunities to develop housing to more parts of the study area with zoning that encourages infill in different types of built-up areas.
MPP-H-7 Expand the supply and range of housing at densities to maximize the benefits of transit investments, including affordable units, in growth centers and station areas throughout the region.				
ECONOMIC GOAL AND POLICIES				
Economic Development Goal: The region has a prospering and sustainable regional economy by supporting businesses and job creation, investing in all people and their health, sustaining environmental quality, and creating great central places, diverse communities, and high quality of life.				Development alternatives promote a compact urban center, developed around transit resources, that will create a vibrant center for people to work and live.
MPP-Ec-1 Support economic development activities that help to recruit, retain, expand, or diversify the region's businesses, targeted towards businesses that provide living-wage jobs.				Development alternatives promote new job opportunities and encourage a diversity of job types.
MPP-Ec-12 Identify potential physical, economic, and cultural displacement of existing businesses that may result from redevelopment and market pressure. Use a range of strategies to mitigate displacement impacts to the extent feasible.				Development alternatives promote economic development by expanding commercial and mixed-use spaces downtown, increasing population by adding housing and encouraging a range of new commercial spaces.

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
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LEGEND:  Partially meets  Meets  Optimally meets

VISION 2050 ACTIONS - LOCAL POLICIES AND ACTIONS TO ADDRESS CLIMATE CHANGE

CC-Action 3 Cities and counties will incorporate emissions reduction policies and actions that contribute meaningfully toward regional greenhouse gas emission goals, along with equitable climate resiliency measures, in their comprehensive planning. Strategies include land uses that reduce vehicle miles traveled and promote transit, biking, and walking consistent with the Regional Growth Strategy, developing and implementing climate-friendly building codes, investments in multimodal transportation choices, and steps to encourage a transition to cleaner transportation and energy systems.



Development alternatives will help Auburn meet climate change goals by increasing both housing options and jobs close to transit. Redevelopment will also provide streetscape improvement opportunities that enhance multimodal circulation. New buildings that meet current building codes will lower the use of fossil fuels in the City.

SOURCES: PSRC, VISION 2050 Multicounty Planning Policies, <https://www.psrc.org/media/1695>
 PSRC, VISION 2050 Actions, <https://www.psrc.org/media/1696>

Comprehensive Plan

Table 3-5 provides an overview for how the alternatives align with the key goals of the City's 2015 Comprehensive Plan.

TABLE 3-5 Consistency with Comprehensive Plan

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
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LEGEND:  Partially meets  Meets  Optimally meets

LAND USE VALUES

Character: Residential neighborhoods will include amenities, features, and layouts that promote interaction amongst residents.



Development alternatives will promote mixed-use development that is compatible with residential uses.

Wellness: The design of residential neighborhoods will emphasize safety and non-motorized connectivity



Development alternatives include some improvements to non-motorized mobility.

Economy: Neighborhoods have a physical and personal connection to Auburn's commercial centers and attractions. People want to move to Auburn because of the commercial and recreational opportunities it has to offer.



Development alternatives build on the existing downtown plan's successes in making downtown an attractive, lively center. Alternative 2 does the most to encourage arts-related uses through the updated C-2 zone.

Celebration: Districts and neighborhoods are identified, promoted, and celebrated.



Development alternatives will enhance existing character areas within downtown Auburn.

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
LEGEND:  Partially meets  Meets  Optimally meets				
Environment: The built environment will fit into the natural landscape in a way that protects and respects ecosystem function and that preserves native vegetation and soils.				Development alternatives will increase the number of new and/or renovated buildings that are energy efficient and environmentally sensitive.
Sustainability: Natural resources, economic prosperity, and cultural vibrancy are balanced in a way that builds and maintains a thriving and long-lasting community.				Development alternatives will continue to promote a compact urban center that provides socially connected, active living opportunities; promotes economic development; and reduces the impact on the surrounding environment.
ECONOMIC DEVELOPMENT VALUES				
Character: Our cultural diversity has been leveraged to bind our community, expand our market, and celebrate cultural traditions.				Development alternatives will promote Downtown Auburn as a center for local arts and culture.
Wellness: We are a safe community with walkable commercial districts where there the perception and reality are that crime activity is low and public safety staffing meets or exceeds the community's expectations.				Development alternatives will increase activity levels and "eyes on the street," and will promote multimodal circulation.
Economy: We are able to measure and achieve defined targets for manufacturing, service, and retail jobs and revenues.				Development alternatives will increase jobs within downtown Auburn.
Celebration: We actively promote our local businesses and have been successful at making our residents more aware of what is available locally as well as attracting visitors from beyond our City.				Both development alternatives support businesses by increasing activity within the downtown area. Alternative 2 promotes redevelopment that relates to the existing scale of the Main Street corridor.
Sustainability: Residents are staying in Auburn to work and shop, and we are widely considered a regional dining, shopping, and entertainment destination.				Development alternatives increase and expand activities in the downtown area.

Housing Action Plan

Table 3-6 provides an overview for how the alternatives align with the key goals of the City's 2021 Housing Action Plan.

TABLE 3-6 Consistency with Housing Action Plan

Goal or Policy	Alt 1	Alt 2	Alt 3	Notes
LEGEND:  Partially meets  Meets  Optimally meets				
REGIONAL GROWTH GOAL AND STRATEGIES				
Encourage market rate development downtown				Development alternatives will increase market-rate housing within downtown Auburn.
Encourage affordable housing downtown				Development alternatives will increase the size of the downtown area, increasing opportunities for new affordable housing development.
Encourage missing middle housing in R-7 zones				Development alternatives will increase the types of missing middle housing that is allowed within the City.
Prevent displacement and encourage the preservation of existing affordable housing				Development alternatives increase development capacity in certain areas, but not generally in areas where dense naturally occurring affordable housing is already present.

Regional Growth Center

The current boundary of downtown aligns with the city's existing RGC boundary. The Downtown Plan Update explores different strategies for expanding downtown to increase housing options and increase growth around transit resources. Figure 3-5 illustrates the boundaries of the existing downtown/RGC area, the study area, and the proposed Revised Downtown Area that are studied in the Downtown Plan Update. (See Chapter 2, *Alternatives*, for a description of each of these areas.)

The plan also explores the potential expansion of the RGC boundary to assess the impacts under different growth assumptions.

Not meeting regional growth targets could be considered a significant adverse impact.

No other significant adverse impacts on regional and local policy consistency are expected because the alternatives are consistent with state and regional growth management policies and the City's current plans and policies.

USE COMPATIBILITY

Downtown Auburn currently includes a mix of commercial, mixed-use, residential, and light industrial uses. All of the alternatives include these uses, although in different mixes and intensities. New growth is expected to occur under all of the alternatives, although the amount of growth and composition of the mix of land uses would vary by alternative. Intensity would increase across the proposed Revised Downtown Area with new businesses, residents, and employees. Redevelopment and changes in the intensity of residential, commercial, and mixed-use development in the proposed Revised Downtown Area bring the potential for land use conflicts.

Growth of new commercial hubs and mixed-use nodes along corridors would increase traffic, potentially impacting adjacent residential areas in terms of pedestrian comfort and noise and air pollution, while the impacted population grows in adjacent unzoned residential areas. SR 18 forms the southern boundary of downtown Auburn, and redevelopment adjacent to this route and other major arterials is expected with all of the alternatives. Highways and arterials can be a source of air pollution, which can lead to poor health outcomes for people who live nearby.⁹

The Auburn Municipal Airport is located north of downtown. Under any alternative, development will be impacted by aircraft-related air

⁹ California Environmental Protection Agency Air Resources Board. "Strategies to Reduce Air Pollution Exposure Near High-Volume Roadways." April 2017.
https://www2.arb.ca.gov/sites/default/files/2017-10/rd_technical_advisory_final.pdf.

and noise pollution; however, given the scale of the airport, these impacts are expected to be modest.

No significant adverse impacts on land use compatibility are expected because the Downtown Plan Update will not preclude reasonable transitions between levels or create new adjacent uses that are likely to result in incompatibilities. Proposed land use and zoning changes under both the development alternatives are expected to improve transitions between activity levels in many areas, particularly in north and west downtown.

Under all three alternatives, future downtown residents could be impacted by increased pollution given the proximity of development to arterials and highways. **However, these are not considered significant adverse impacts** because the Downtown Plan Update will comply with existing code and development guidelines to reduce the impacts and explore opportunities to further mitigate in the plan's recommendations.

URBAN FORM

All alternatives include some amount of redevelopment. As redevelopment occurs within the proposed Revised Downtown Area, there is a potential for localized land use compatibility impacts to occur where newer development is of greater height and massing than existing development. These compatibility impacts, if they occur, are temporary and will be resolved over time. The extent of these conflicts varies by alternative and can be reduced by the application of existing or new development and design standards.

With greater building heights, buildings may cast longer shadows on streets and public spaces. Additionally, the placement of taller mixed-use or residential buildings could create aesthetic impacts on adjacent low-intensity residential areas.

Mixed-use development areas promote healthy and active living by providing strong multimodal connections, open spaces, and opportunities for social connection. Residential neighborhoods at the edges of downtown Auburn provide a variety of housing types within the subarea to support the diverse housing needs of the community.

No significant adverse impacts on urban form are expected

because the Downtown Plan Update will comply with existing code and development guidelines. Downtown is expected to see continued benefits to the built environment, consistent with improvements that have happened with redevelopment under the 2001 Downtown Plan.

COMMERCIAL DISPLACEMENT RISKS

Displacement is most frequently discussed in the residential context, where residents of an area are forced to relocate due to redevelopment or rapid increases in rents and housing costs as an area revitalizes, gentrifies, or redevelops. Although less frequently discussed, the process of displacement can also apply to businesses, particularly small businesses, in areas of redevelopment. Numerous studies have demonstrated the importance of small businesses in the American economy, with the Small Business Administration noting that businesses with 10 or fewer employees make up three-quarters of the nation's private-sector employers.¹⁰ Neighborhood small businesses are important for community gathering and cohesion as well as providing local employment. In many communities, particularly lower and middle-income areas, small businesses tend to be owned by immigrants and/or people of color.

¹⁰ U.S. Small Business Administration. (2020). Frequently asked questions about small business. <https://cdn.advocacy.sba.gov/wp-content/uploads/2020/11/05122043/Small-Business-FAQ-2020.pdf>.

Despite the negative impacts that can be caused by commercial and residential displacement, it is also true that cities are in a constant, if often slow, process of change and evolution. New people, investment, development, and businesses can also have many positive effects, including introducing more foot traffic, safety, and overall spending in an area. The Downtown Plan Update calls for more mixed-use development and overall revitalization. Therefore, policies should attempt to balance the positive effects of development with negative impacts, including commercial displacement.

Small businesses can be vulnerable to several types of commercial displacement:

- **Physical displacement** occurs when businesses are forced to relocate due to building sale, renovation, or redevelopment.
- **Economic displacement** occurs when businesses can no longer afford their rent due to rising property values and rents in the area.
- **Exclusionary displacement** occurs when businesses cannot afford to move into a neighborhood experiencing rapid economic change and consumer preferences.

In downtown Auburn, several areas with businesses may be prone to displacement. The Main Street corridor, described above in the *Downtown Core* section, contains a variety of small businesses in historic buildings, some of which cater to a diversity of cultural groups. This area has already seen a significant amount of redevelopment in recent years. Although many of the new developments contain ground-floor commercial space, the new spaces throughout the Puget Sound region tend to rent for higher rates and may not cater to the needs of the businesses that previously occupied the area. Local businesses owners reported the challenges of higher rents in new buildings in interviews conducted in 2022 for the Downtown Plan Update.

Another corridor in the downtown area that may be at some risk of commercial displacement is the section of Auburn Way north of MultiCare, which contains a variety of auto-oriented commercial uses, some of which are vacant or in disrepair. Many of these sites are underutilized, with large quantities of surface parking. As the area continues to develop, this area will likely see increased densities and some pressure to redevelop these uses into denser development types, although the pace of change on Auburn Way would likely be incremental and modest. Older strip malls and other aging commercial spaces are typically the most affordable to small businesses. As old retail spaces are redeveloped into mixed-use developments, the number of retail spaces affordable to local business owners could be reduced over multiple decades.

The potential for significant adverse impacts for commercial displacement is expected under all of the alternatives, although there are some potential differences in location and degree.

3.2.3 Impacts of Alternative 1, No Action

Regional and Local Policy Consistency

Alternative 1 would not amend current plans or regulations to reflect changed conditions. However, Alternative 1 would provide the least-robust approach to meet local and regional goals and policies.

Growth projections for Alternative 1 show that the area will meet PSRC's future growth target of 45 activity units per acre within the existing RGC boundary; **thus, no significant adverse impacts are expected**. However, if the City works with PSRC and gets approval to expand the RGC boundary to be consistent with the proposed Revised Downtown Area, but does not adopt zoning changes to increase development capacity, the area is unlikely to meet future growth targets under Alternative 1. **This would be inconsistent with**

City and regional growth policies and would be considered a significant impact.

Land Use Compatibility

Alternative 1, which reflects the City's existing zoning, continues car-dependent development patterns in north downtown. This contributes to vehicular air pollution, but because less development is expected under Alternative 1, fewer people would be impacted by air and noise pollution from the airport.

Existing land use and zoning in the proposed Revised Downtown Area are mixed, particularly in north and west downtown. As a result, some areas may lack transitions between activity levels or have adjacent uses where there is potential for conflict.

This is not considered a significant impact from the Downtown Plan Update, because it is the existing condition of the area and is not occurring as the result of a change proposed by this plan. However, Alternative 1 would also see no benefit to land use compatibility that proposed changes offered by both development alternatives.

Urban Form

Under Alternative 1, development within the downtown area is likely to continue within the downtown core area, while adjacent neighborhoods would likely develop more slowly, based on market conditions and the underlying zoning. Redevelopment of the downtown core would likely continue to provide a strong urban fabric that supports the City's vision for a more pedestrian-oriented environment. Outside of the core area, development may continue to be auto-oriented, particularly in commercial zones. This could result in abrupt transitions in urban form between the higher density of the downtown core area and existing residential areas.

In east downtown, this could result in taller buildings and higher density development immediately adjacent to lower density development, particularly in the east downtown area.

These impacts occur in Alternative 1 to a greater degree than other alternatives. **However, no significant adverse impacts are expected because this development provides an overall improvement to the aesthetics and human experience of downtown** through activation, economic development, new housing, and streetscape enhancements.

Over the last 20 years, redevelopment in the DUC has replaced some of the smaller scale mid-century buildings that predated the recent downtown growth. Given the extent of existing DUC zoning already in place, this trend is likely to continue under Alternative 1. However, because redevelopment is considered a natural part of urban growth and provides significant benefit to the aesthetics and human experience of downtown, **this is not considered a significant impact on urban form.**

Impacts to Areas Adjacent to Downtown

Redevelopment under the Alternative 1 may create abrupt transitions between the higher density DUC zones and the adjacent residential areas. Refer to the City's 2024 Comprehensive Plan EIS for proposed land use and zoning changes in areas around downtown, and any potential impacts.

Commercial Displacement

Alternative 1 retains current zoning in the downtown area and the current RGC boundary. With this alternative, development would still occur throughout the downtown area, which may result in some commercial displacement as detailed in Impacts Common to All Alternatives. The area's most prone to commercial displacement would likely be the downtown core, areas along Main Street

(particularly older buildings), and some lower intensity auto-oriented development in north downtown.

There is potential for some significant adverse impacts for **commercial displacement**, but there are existing city policies, programs, and partnerships that can help support and promote local businesses. The Downtown Plan Update is also exploring recommendations to increase access to affordable commercial space, which could reduce impacts.

3.2.4 Impacts of Alternative 2, Moderate Growth

Regional and Local Policy Consistency

Growth projections show that under the changes proposed in Alternative 2, the City could meet PSRC's future growth target of 45 activity units/acre either within the existing RGC boundary or across the larger proposed Revised Downtown Area.

No significant adverse impacts on regional or local policy consistency are expected, as adopting these changes would allow the City to meet future growth targets, using either the existing or the proposed Revised Downtown Area boundary.

Use Compatibility

Alternative 2 proposes land use changes to encourage growth, expand mixed-use development opportunities, and create more housing throughout downtown, particularly in the north downtown area. Redevelopment in north downtown would provide opportunities for the development of more socially connected communities with multimodal improvements that support active living.

North downtown is partially impacted by the Airport Overlay Zone, and ACC 18.38.060 addresses potential conflicts by prohibiting certain uses. Proposed heights meet the requirements of 18.38.050 – Airport Overlay’s intent and boundaries in the Auburn Municipal Code.¹¹ However, there may be some increase in noise and air pollution issues in these areas due to both the airport and the Auburn Way N corridor. Retaining the M-1 zone while also encouraging mixed-use development in north downtown could result in some use compatibility challenges. However, these light industrial areas buffer new redevelopment from the active railroad corridor, which is beneficial to new development.

In other areas, the changes proposed under Alternative 2 are expected to improve use compatibility between various land uses.

There is potential for some impacts on future residents, particularly in the north downtown area, from airplane noise and air pollution, but these are not considered significant adverse impacts because the Downtown Plan Update will comply with existing code and development guidelines to reduce the impact and explore opportunities to further mitigate in the plan’s recommendations.

Urban Form

As described earlier in Chapter 2, section 2.1.2, building heights described below are maximum height allowed before bonuses or exceptions in the proposed DUC districts. When evaluating the proposed changes for potential impacts, this Urban Form analysis considered that future buildings could be slightly taller than the maximum height allowed in some areas of downtown.

Alternative 2 increases building heights in the southern portion of the downtown core area to 125 feet and creates a new node of

¹¹ Auburn Municipal Code, <https://auburn.municipal.codes/ACC/18.38.050>.

mixed-use development in the north downtown area with 55-foot building heights. It also increases the density and building types in DUC Neighborhood Residential districts adjacent to the downtown area, providing a more gradual transition in density and building heights between the downtown core area and residential areas that surround downtown. As has occurred within the downtown core, improvements to the built environment (such as wider sidewalks, permeable ground floors, and new commercial spaces) could happen in this area as well.

Along Main Street, a new overlay district would continue to allow infill mixed-use development but would promote buildings that are consistent and integrated with the scale of the existing mid-century buildings along this corridor. The overlay would emphasize zero-lot line development and flexible uses and include design standards that are currently applied to the DUC zone as well as potential reductions to parking for small-footprint buildings. Additional flexibility for arts-related uses would complement the emphasis in past plans on development of a lively arts scene in downtown.

The proposed DUC Neighborhood Residential zoning district would align with the existing uses of these areas, but allow for a wider range of housing types, consistent with the recommendations of the Housing Action Plan and HB 1110 requirements. Redevelopment in these areas will likely happen slowly over time and as parcels become available. Increasing the types of housing allowed in these areas is not expected to significantly increase displacement risks in these areas.

Creating a new Health and Wellness zoning district around MultiCare, would provide a more focused area within downtown Auburn for medical and wellness commercial businesses and would allow for overall economic growth of this key employment anchor within Auburn.

A new flex-residential district in west downtown would allow a wider range of commercial and light-industrial businesses that are compatible with residential areas, such as breweries and small workshops. This could support overall feasibility of redevelopment and growth in this area.

Redevelopment could also provide opportunities to bring greater activation to the areas adjacent to Veterans Memorial Park, a key open space asset located northeast of downtown. Streets throughout the north downtown area are disconnected and circulation is challenging for people walking and biking. (See Section 4.1.4, *Existing Street Network*, in Chapter 4, *Transportation*.) The area is bisected by busy arterials, with limited opportunities for safe crossing. (See Section 4.1.6, *Safety*, in Chapter 4, *Transportation*.)

There is the potential for some impacts on human well-being if redevelopment occurs without improvements that promote safe multimodal access and circulation to streetscapes, and access to key destinations such as Veterans Memorial Park. However, these are not considered significant adverse impacts because the Downtown Plan Update includes recommendations for updating and applying design standards to these areas. These design standards will also ensure that redevelopment continues to result in an overall aesthetic benefit to the urban form of downtown.

Impacts on Areas Adjacent to Downtown

Redevelopment under Alternative 2 would provide more opportunities for transition between higher density zones in the downtown core and north downtown and the adjacent residential areas. Adding these transition areas between the dense development of the downtown core and surrounding residential areas can improve the overall urban form and aesthetics of the subarea and the adjacent communities.

No significant adverse impacts to urban form and aesthetics are **expected**. Refer to the City’s 2024 Comprehensive Plan EIS for proposed land use and zoning changes in areas around downtown, and any potential impacts.

Commercial Displacement

Alternative 2 proposes 60-foot building heights in the Main Street Overlay along the eastern half of Main Street. More modest zoning changes in this area would encourage slower redevelopment, which could slow commercial displacement as older buildings redevelopment over a longer timeframe. The Core-55 zoning district along Auburn Way in this alternative has the same considerations.

Alternative 2 proposes moderate land use changes along the Main Street corridor, where there is a significant cluster of small, local businesses. Less commercial displacement would occur in this area under Alternative 2 than the other alternatives. **However, there is still potential for some significant adverse impacts for commercial displacement in other areas of downtown.** There are existing city policies, programs, and partnerships that can help support and promote local businesses. The Downtown Plan Update is also exploring recommendations to increase access to affordable commercial space, which could also reduce impacts.

3.2.5 Impacts of Alternative 3, Higher Growth

Regional and Local Policy Consistency

Growth projections show that under the changes proposed in Alternative 3, the City would meet PSRC’s future growth target of 45 activity units/acre either within the existing RGC boundary or across the proposed Revised Downtown Area.

No significant adverse impacts on regional or local policy consistency are expected, as adopting these changes would allow the City to meet future growth targets, using either the existing or the proposed Revised Downtown Area boundary.

Use Compatibility

Alternative 3 proposes land use changes that are similar to Alternative 2, but with taller buildings that create more capacity for mixed-use development in the downtown core and north downtown.

Taller buildings in north downtown while still consistent with the Airport Overlay Zone, could increase housing in an area with the potential for significant air and noise pollution.

There is slightly more potential in Alternative 3 for impacts on future residents, particularly in the north downtown area, from airplane noise and air pollution, but these are not considered significant adverse impacts because the Downtown Plan Update will comply with existing code and development guidelines to reduce the impact and explore opportunities to further mitigate in the plan's recommendations.

Urban Form

As described earlier in Chapter 2, Section 2.1.2, building heights described below are maximum height allowed before bonuses or exceptions in the proposed DUC districts. When evaluating the proposed changes for potential impacts, this Urban Form analysis considered that future buildings could be slightly taller than the maximum height allowed in some areas of downtown.

Improvements to urban form in Alternative 3 are similar to Alternative 2, with particular opportunities for active living and socially connected housing in the expanded footprint of the proposed DUC districts.

Similar to Alternative 2, Alternative 3 would increase building heights to 125 feet within the southern portion of the downtown core area and create a new node of mixed-use development in the north downtown area. Alternative 3 proposes in north downtown 75-foot-tall buildings, higher than in Alternative 2. Along the Main Street corridor through the downtown core and west downtown, Alternative 3 proposes the Core-75 zoning district (allowing building heights similar to the current DUC zone.)

Alternative 3 also proposes a Health and Wellness district around MultiCare, but with 125-foot tall buildings allowed, taller than Alternative 2. This would provide a more focused area within downtown Auburn for medical and wellness commercial businesses and allow for overall economic growth of this key employment anchor within Auburn.

Proposed DUC Neighborhood Residential districts in Alternative 3 are the same as in Alternative 2.

Multimodal access challenges described in Alternative 2 would be similar but slightly higher in Alternative 3 given the higher number of potential residents in the North Downtown area.

There is slightly more potential in Alternative 3 for impacts on human well-being if redevelopment occurs without improvements that promote safe multimodal access and circulation to streetscapes and, and access to key destinations such as Veterans Memorial Park. However, these are not considered significant adverse impacts, because the Downtown Plan Update includes recommendations for updating and applying design standards to these areas. These design standards will also ensure that redevelopment continues to result in an overall aesthetic benefit to the urban form of downtown.

Impacts on Areas Adjacent to Downtown

Redevelopment under Alternative 3 would provide some transitions between higher density districts in the downtown core and north downtown and the adjacent residential areas, but the expansion of the DUC Core-75 district under this alternative creates some areas of abrupt transition between high-density and low-density areas. While redevelopment is projected to happen slowly over the next 20 years, design standards that prescribe features such as transitional height limits, setbacks, or walls could mitigate these issues.

No significant adverse impacts on land use are expected. Refer to the City's 2024 Comprehensive Plan EIS for proposed land use and zoning changes in areas around downtown, and any potential impacts.

Commercial Displacement

Alternative 3 proposes 75-foot heights along the Main Street corridor and along Auburn Way. While this would likely encourage slightly more redevelopment, a substantial majority of historic buildings would not be redeveloped, at least over the next 20 years. However, in both Alternatives 2 and 3, the DUC Core-125 district, which allows 125-foot tall buildings in the southern part of the downtown core would likely be the most attractive place for large-scale development projects.

There is potential for some significant adverse impacts for commercial displacement, but existing City policies, programs, and partnerships can support and promote local businesses. The Downtown Plan Update is also exploring recommendations to increase access to affordable commercial space, which could also reduce impacts.

3.3 Mitigation Measures

3.3.1 Mitigation Proposed for Alternatives

All of the alternatives focus on downtown as a center for future growth and economic development within the City, which is broadly supported by the City's existing policies and goals. Coordinating any future RGC boundary adjustments with land use and zoning changes will ensure the City meets future regional growth targets.

Compatibility challenges and urban form changes due to growth are not a new or uncommon phenomenon to this area and can be minimized or mitigated through design standards, careful planning and coordination of multimodal access improvements, and coordination of planned projects and improvements in the area.

Auburn's City Code contains regulations that help to ensure land use compatibility. A summary of these regulations, which would mitigate impacts associated with the alternatives, is presented below.

DEVELOPMENT REGULATIONS

ACC Section 14.02.040 establishes zoning and development regulations. These development regulations contain provisions governing the design of buildings, site planning, and provisions to minimize land use incompatibilities. Commercial and mixed-use zones generally contain provisions relating to building form and design, such as standards related to height, bulk, scale, density, setbacks, floor area ratio, screening, floor plate size, landscaping, etc. Regulations are in place to address such issues related to the implementation of all alternatives.

DESIGN STANDARDS

The City's existing design standards for the DUC zone have successfully shaped the recent redevelopment in Auburn, implementing the City's goals for pedestrian-oriented streets, public spaces, active ground floors, and other public realm benefits. The City will continue to update the design standards and apply them to new DUC areas.

When updating design standards for the area, the City may also consider strategies to promote more flexibility, facilitate businesses moving into spaces and newer buildings, and reduce some commercial displacement risk. Typical approach are noted in the list below, but the City may take other approaches when standards are updated.

- Promote flexible ground-floor layouts to accommodate different types of business and allow for expansion.
- Add commercial ground-floor requirements that accommodate a range of uses (high ceilings for ventilation, etc.).
- Consider maximum retail sizes (outside of certain types such as grocery, hardware, etc.).
- Require commerce space occupancy to maintain Multifamily Property Tax Exemption (MFTE) benefits.
- Streamline permitting and licensing processes.



A Micro-Restaurant Space at the La Scala Source: Carleton Hart Architecture.

SOURCE: Leland Consulting Group

3.4 Significant and Unavoidable Adverse Impacts on Land Use

The City structured the analysis of the 2024 Auburn Downtown Subarea Plan Update to understand what land use changes were needed to accommodate future growth, align with regional and local growth policies, and retain the City’s designation as an RGC.

Under all alternatives, additional growth and development will occur in the proposed Revised Downtown Area, leading to increases in height and bulk of buildings and increased land use intensity. This transition is unavoidable but is not considered a significant or adverse impact within an urban area designated as a mixed-use center in the Comprehensive Plan.

No Action does not amend current plans or regulations and is predicted to accommodate less future growth than the two action alternatives. If the City gets approval from PSRC to expand the RGC boundary to be consistent with the proposed Revised Downtown Area, but does not adopt zoning changes to increase development capacity, the area is unlikely to meet future growth targets under Alternative 1. The City could avoid this potentially significant impact by adopting some zoning changes to increase development capacity.

There is a potential that new downtown residents will be exposed to increased noise and air pollution from the airport, adjacent uses, and arterials and highways. The Downtown Plan Update will comply with existing codes and development guidelines and explore other ways to reduce the impacts in the plan’s recommendations.

As is noted earlier in this chapter, cities are in a constant state of change and evolution, often slow, and sometimes more rapid. The 2024 Auburn Downtown Subarea Plan Update is exploring design standards and programmatic approaches to minimize the potential

for negative impacts as the area grows. It is not feasible to eliminate all risk of commercial displacement, and this is not considered a significant or adverse impact within an area identified both locally and regionally as a growth center.

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CHAPTER 4 **Transportation**

This chapter describes the affected environment, potential impacts, and mitigation measures for transportation. A multimodal transportation analysis is used to evaluate the potential impacts from enacting proposed zoning and transportation network changes in downtown Auburn. The analysis identifies significant impacts using thresholds developed for the following modes: vehicle and transit. Safety impacts are also considered.

4.1 Affected Environment

This section describes the existing conditions in the study area.

4.1.1 Regulatory Environment

The GMA, passed by the Washington State Legislature in 1990, requires jurisdictions to include a Transportation Element in their Comprehensive Plans. The Transportation Element must define a level of service (LOS) standard to be used for long-term planning purposes to evaluate the performance of locally owned arterials and transit routes. The GMA also requires transportation concurrency, a regulatory process to ensure that development be permitted only if

transportation improvements are implemented concurrently with development such that LOS does not fall below the adopted standard.

4.1.2 Study Area Existing Transportation Network

Characteristics of the study area that influence mobility include streets, public transit, trails, and sidewalks. These elements of the City’s transportation system are described in the following subsections. Where relevant, this review of the affected environment focuses on roadway segments and intersections in and around the study area that may be affected by growth targeted under the development alternatives.

The existing transportation network in the Downtown Subarea includes all modes, including pedestrians, bicycles, transit, autos, and freight.

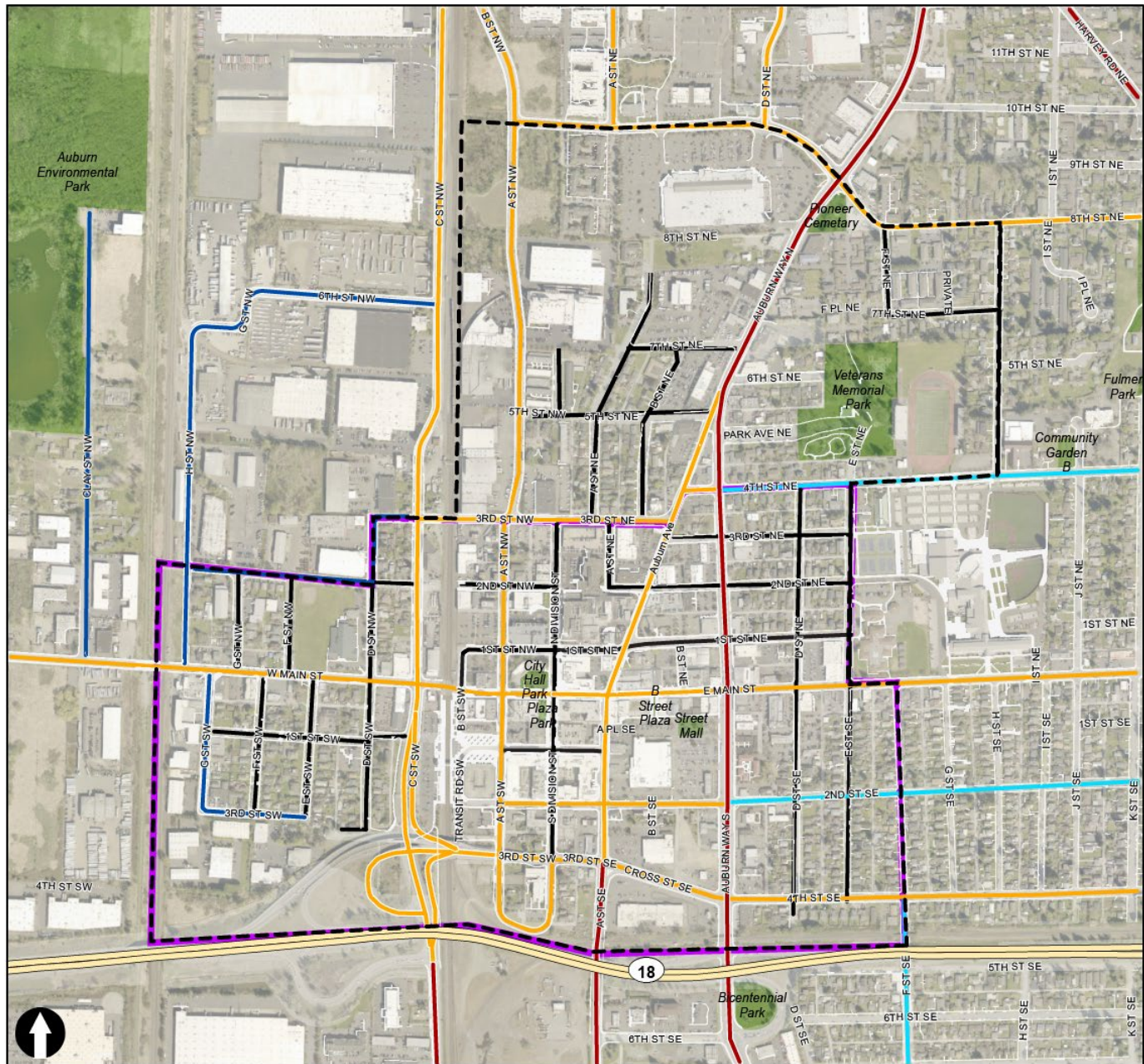
4.1.3 Existing Street Network

REGIONAL ACCESS

The City of Auburn is located south of Seattle, Washington. It has access to state routes primarily through SR 167 and SR 18. Major connectors in the City are SR 164, Auburn Way N/S, and W/E Main Street.

FUNCTIONAL CLASSIFICATION OF STREETS

The street system functions as a network. Functional classification is the hierarchy by which streets and highways are defined according to the character of service they provide. The three main classes of streets in Auburn are arterials, collectors, and local streets. Existing street classifications are shown in **Figure 4-1**. Understanding the existing functional classification helps establish which corridors will provide for the future movement of people and goods, as well as emergency vehicle access.



2024 Roadway Classification

- | | |
|--|--|
| — Principal Arterial | Study Area |
| — Minor Arterial | Current Downtown / RGC |
| — Collector | SR-18 |
| — Industrial Collector | Parks |
| — Local
(Not show on map out side of study area) | |

FIGURE 4-1 Roadway Network

As development is being considered, accommodation for the appropriate transportation corridors is crucial. In the downtown study area, most streets are primarily collector and local roadways, with three arterials running north–south and one east–west connection.

CORRIDOR LEVEL OF SERVICE

The City uses an LOS rating system as a way to evaluate the operations of its roadway system. LOS is a concept used to describe traffic operations from the driver’s perspective. LOS ratings are defined by intersection delay in seconds—LOS ranges from LOS A, which signifies no congestion and little delay, to LOS F, which signifies substantial congestion and delay. **Table 4-1** summarizes the LOS and delay thresholds specified in the Highway Capacity Manual, which is a standard methodology for measuring intersection performance.

TABLE 4-1 LOS and Delay Thresholds for Signalized and Unsignalized Intersections

LOS	Description	Signalized Intersections (Delay in Seconds)	Unsignalized Intersections (Delay in Seconds)
A	Free-flowing Conditions	<10	0–10
B	Stable Flow (slight delays)	>10–20	>10–15
C	Stable Flow (acceptable delays)	>20–35	>15–25
D	Approaching Unstable Flow (tolerable delay)	>35–55	>25–35
E	Unstable Flow (intolerable delay)	>55–80	>35–50
F	Forced Flow (congested and queues fail to clear)	>80	>50

SOURCE: Highway Capacity Manual 6th Edition

The City tracks LOS in two ways:

- For some intersections along its major corridors, it considers the volume-weighted delay of intersections along a corridor.
- For other intersections along major corridors, it evaluates those intersections separately.

Corridor LOS and isolated intersection LOS are the primary measurements that the City uses to identify needed improvements for roadway capacity. All arterials and collectors in Auburn have designated LOS standards. Within the study area, most corridors have a LOS standard of D; however, some corridors and isolated intersections are permitted to operate at LOS E or F. These LOS standards are consistent with the 2001 Auburn Downtown Plan.

The City measures intersections' operations based on delays measured during the weekday PM peak hour.

Traffic operations were analyzed using the Synchro 11 software package and *Highway Capacity Manual* methodology. The Synchro network reflects the study area's existing roadway network, including segment and intersection geometry, and signal timings. The network also includes existing traffic volumes that were collected in spring and summer 2022. For signalized and all-way stop-controlled intersections, the LOS is based on the average delay for all movements. For minor street stop-controlled intersections, LOS is based on the movement with the highest delay.

This study considers 30 existing intersections, 26 of which are signalized. **Table 4-2** summarizes the existing corridor 2022 LOS for study intersections in the PM peak hour in respective corridor segments and existing intersection LOS for study intersections that do not fall within a concurrency corridor.

Figure 4-2 summarizes the existing intersection LOS in the PM peak hour at the study intersections. The LOS analysis indicates that vehicles move through the study area with relatively little delay during the PM peak hour. All corridors currently meet the City's minimum LOS standards. One intersection does not meet the City's minimum LOS standards.

TABLE 4-2 2022 Downtown Auburn Corridor Level of Service

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	Average LOS/Delay (seconds)
INTERSECTIONS ALONG DESIGNATED CORRIDORS					
2	Auburn Way N from E Main St to 15 th St NE	3	Signal	E	C/24
		4	Signal		
		5	Signal		
		6	Signal		
3	Auburn Way S from E Main St to M St SE	7	Signal	D	C/28
		9**	Signal		
		6	Signal		
		8	Signal		
		10	Signal		
10	Auburn Ave/A St from 6 th St SE to E Valley Access Rd	1**	Signal	D	A/9
11	Main St from West Valley Hwy to R St	18	Signal	D	C/20
		19	Signal		
		20	Signal		
		6	Signal		
		21	Signal		
13	C St SW from Ellingson Rd to SR 18	25**	Signal	D	B/15
18	A St NW/B St NW from 3 rd St NE to S 277 th St	2	TWSC***	D	C/22
		14	Signal		

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	Average LOS/Delay (seconds)
31	3 rd St SW/Cross St from C St to Auburn Way S	23	Signal	E	B/19
		24	Signal		
		8	Signal		
		25	Signal		
INTERSECTIONS OUTSIDE OF DESIGNATED CORRIDORS					
N/A	10 th St NE/9 th St NE & D St NE	11	Signal	D	B/20
N/A	F St SE & 4 th St SE	12	Signal	E	B/15
N/A	C St SW & 3 rd St NE	13	Signal	E	F/90
N/A	Auburn Ave & 3 rd St NE	15	Signal	E	B/14
N/A	Auburn Ave & 4 th St NE	16	Signal	E	A/4
N/A	Auburn Ave & 1 st St NE	17	Signal	E	A/9
N/A	A St SE & 2 nd St SE	22	Signal	D	C/30 _□
N/A	10 th St NE & A St NE	27	TWSC	D	B/11
N/A	A St SW & Transit Driveway/1 st St SW	28	AWSC****	D	A/8
N/A	A St SE & 2 nd St SE	29	Signal	D	B/13
N/A	F St SE & 2 nd St SE	30	AWSC	D	A/8

* Corridor segments within downtown Auburn may operate at LOS E in accordance with the 2001 Auburn Downtown Plan. All other arterial and collector corridors must operate at LOS D or better, unless otherwise indicated.

** Study intersections fall outside of the downtown boundary but were included in analysis for the 2001 Auburn Downtown Plan.

*** Two-Way Stop Controlled.

**** All-Way Stop Controlled.

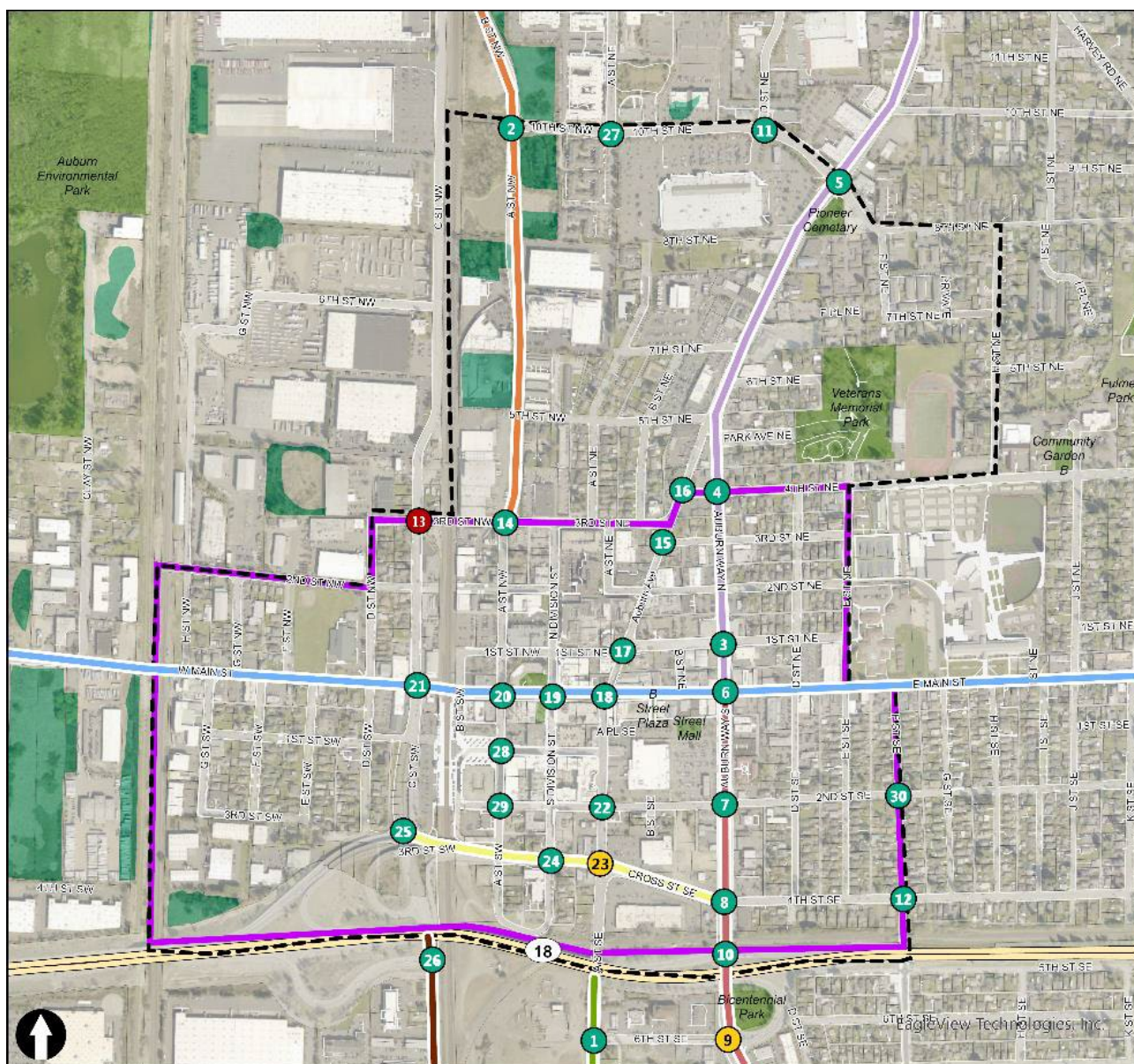


FIGURE 4-2 Intersection Level of Service Existing PM Peak Hour

TRANSIT SERVICES

The City of Auburn does not administer transit service. The City coordinates service with King County Metro Transit, Pierce Transit, Sound Transit, and Muckleshoot Tribal (MIT) transit. Transit in the City operates at local service (30-minute headways in the peak period) and frequent/express service (less than 30-minute headways in the peak period). Service is also offered through DART (Dial-A-Ride Transit), which arranges transit service on demand. As noted above, the City of Auburn has a rail station, served by Sound Transit's Sounder train, which runs primarily during peak AM/PM weekday hours. **Figure 4-3** represents the existing transit network.

PEDESTRIAN NETWORK

Downtown Auburn offers a complete pedestrian network, in which sidewalks are generally available on both sides of most streets, and there are also two multiuse trails in proximity to the study area (**Figure 4-4**). Overall, this supports a positive pedestrian environment, as businesses, shops, and single-family homes in the downtown core generally benefit from sidewalks and street trees. However, there are gaps in existing sidewalk infrastructure in the study area and some older sidewalks are 5 feet wide without planters to provide comfortable walkability. When feasible with redevelopment or major transportation projects, these are widened to meet the City's current standards.

BICYCLE NETWORK

Providing better accommodations for people who wish to travel by bike is a priority for the City. Current infrastructure benefits from access to regional trails such as the Interurban Trail directly west of downtown. However, there are few existing bicycle facilities in the City, with only existing sharrows and bike lanes in the study area. There are also two multiuse trails in proximity to the study area as seen in **Figure 4-5**.

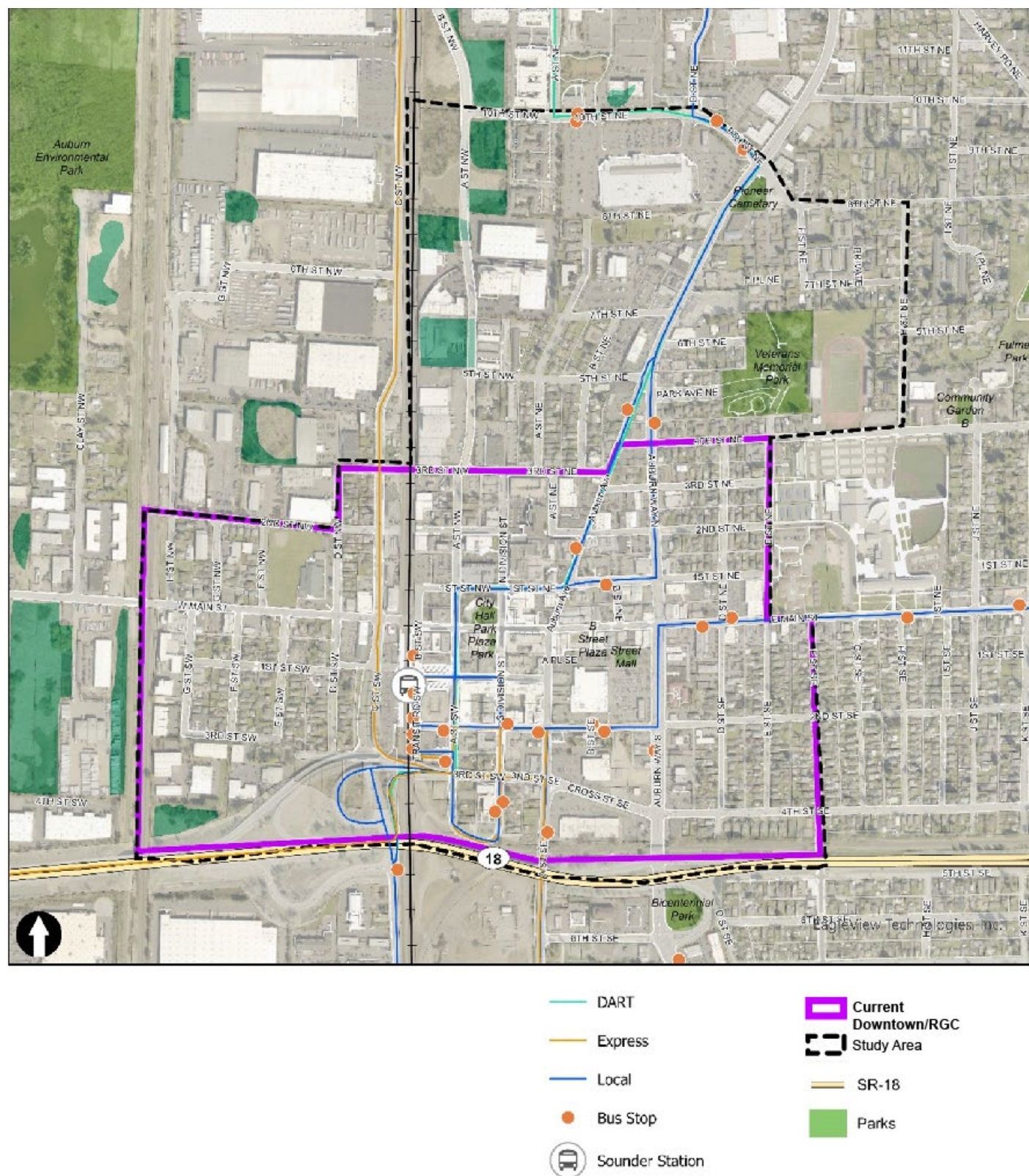


FIGURE 4-3 Transit

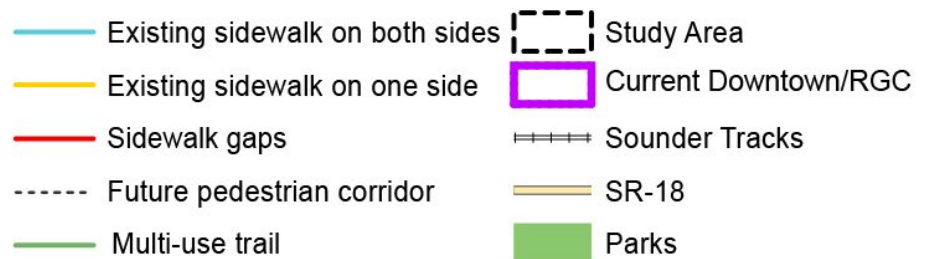
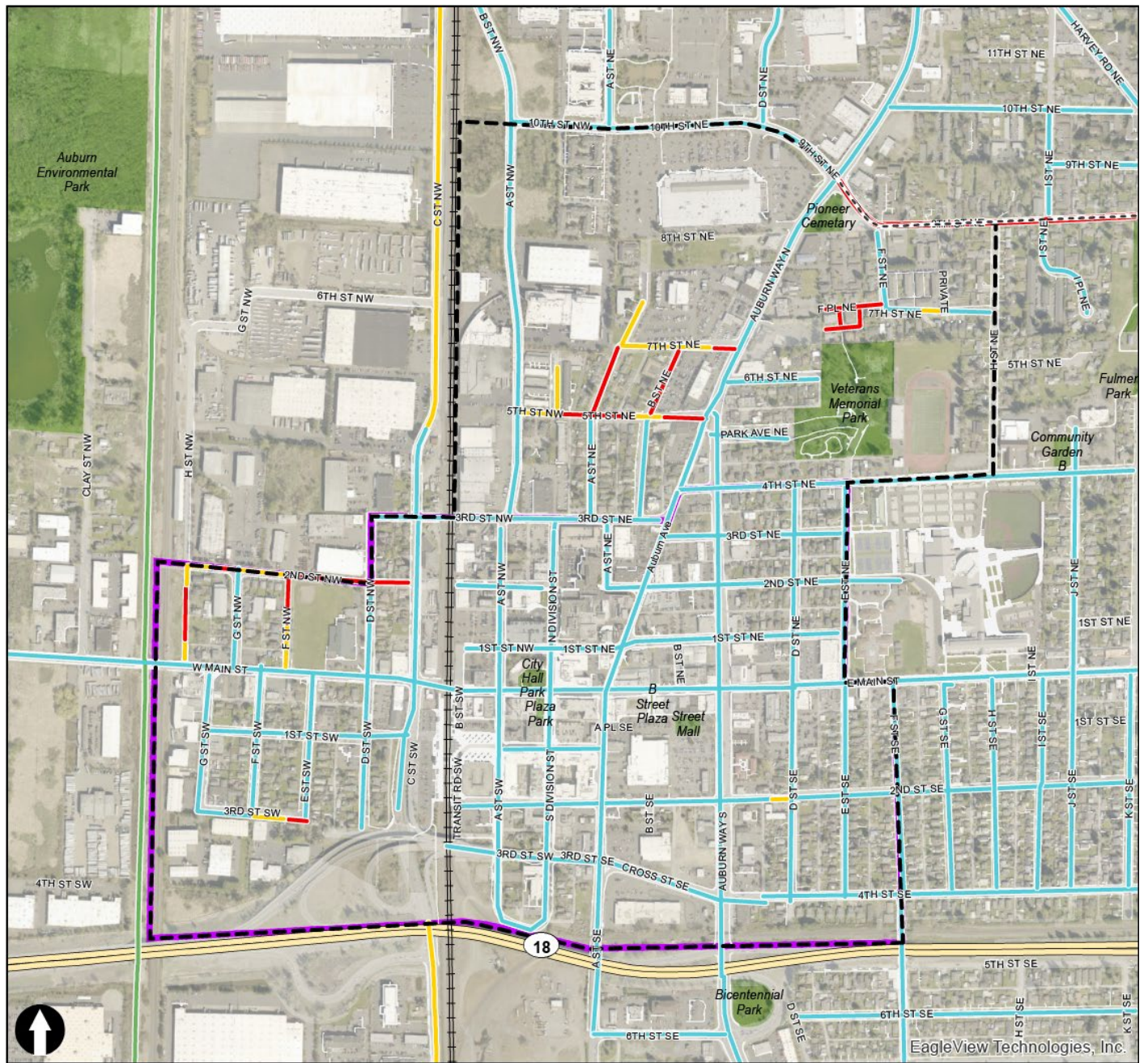


FIGURE 4-4 Pedestrian Network

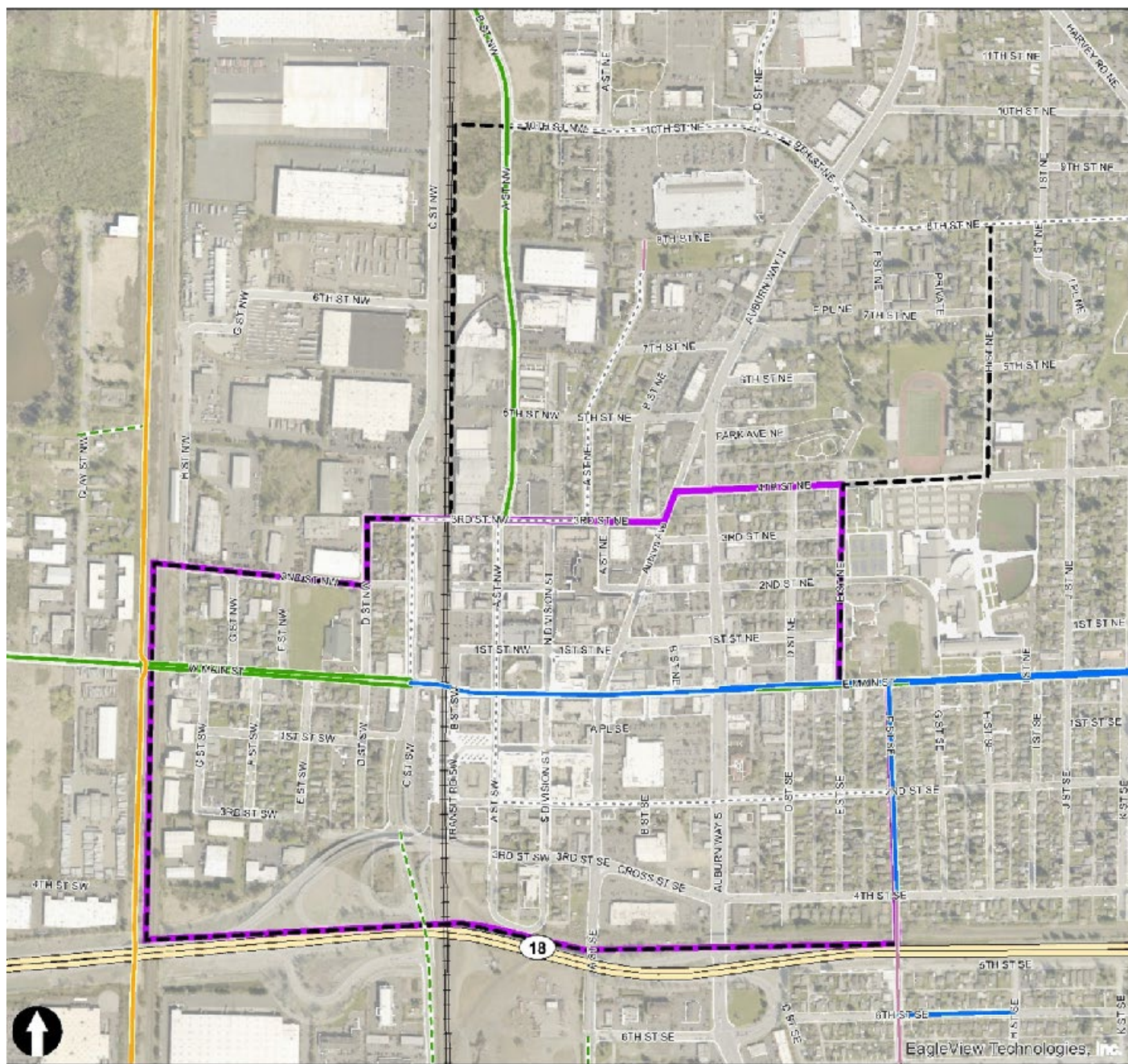


FIGURE 4-5 Bicycle Network

4.1.4 Parking

According to the Comprehensive Downtown Parking Management Plan (CDPMP), adopted January 2014, there were a total of 4,879 parking spaces in the Downtown Urban Center (DUC) as of December 2011. This includes on-street public parking, off-street public parking, and off-street private parking. **Figure 4-6** shows the locations of parking lots downtown. Other parking is included on-street with time limits.

4.1.5 Safety

Safety is a high priority for the City to promote a downtown environment that accommodates multiple transportation modes. The City's comprehensive plan policies include a goal to "*significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach.*" **Figure 4-7** shows the locations in downtown Auburn with the highest density of collisions, as reported in the City's 2020 Local Road Safety Plan. As shown by the heatmap, many collisions occurred along principal and minor arterial roadways, as well as major intersections. At-grade rail crossing intersections were also evaluated for safety, including several in the downtown study area. There have been recent upgrades to the rail crossings, such as pre-signals that prevent vehicles from stopping on the crossing.

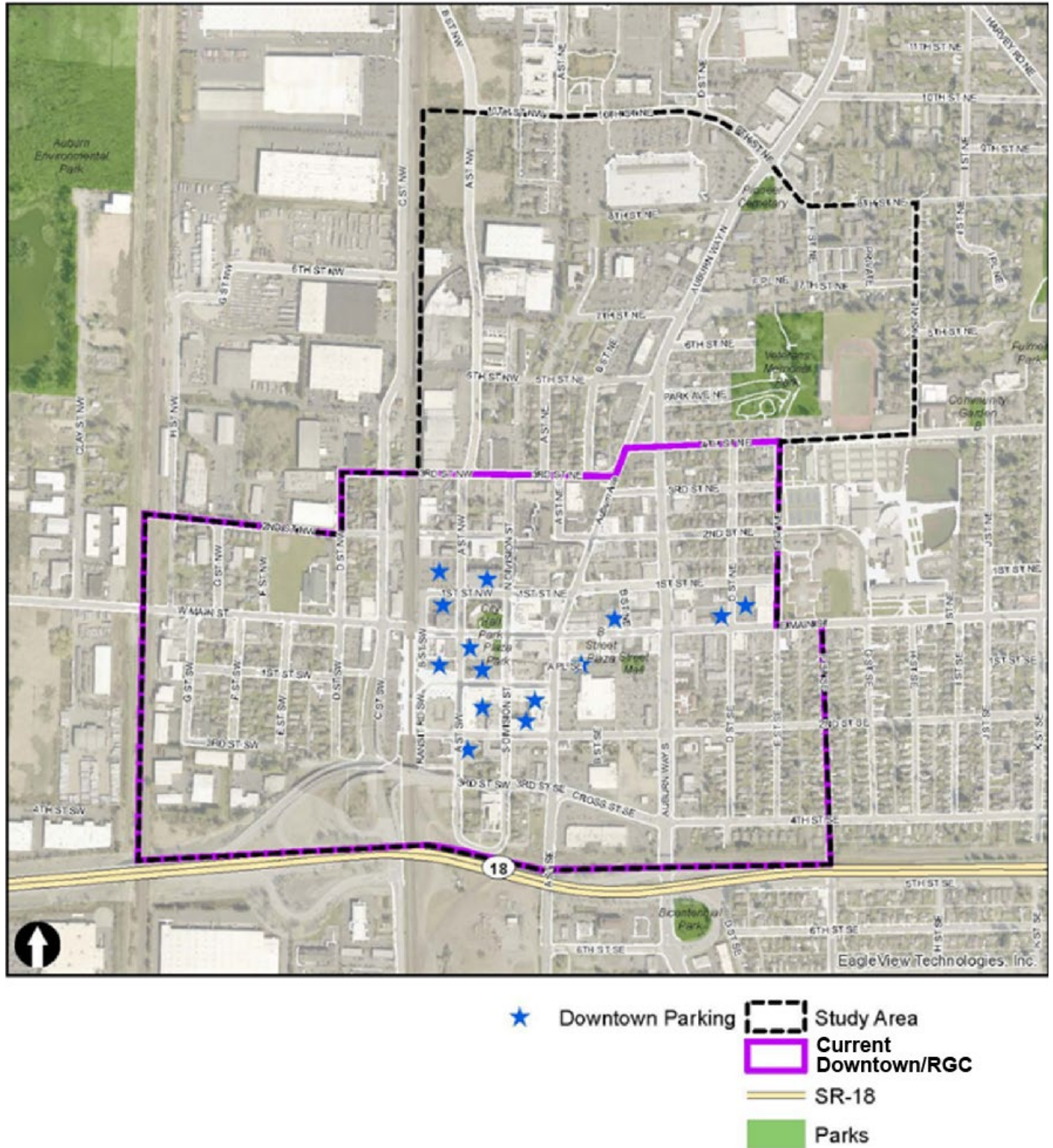


FIGURE 4-6 Parking

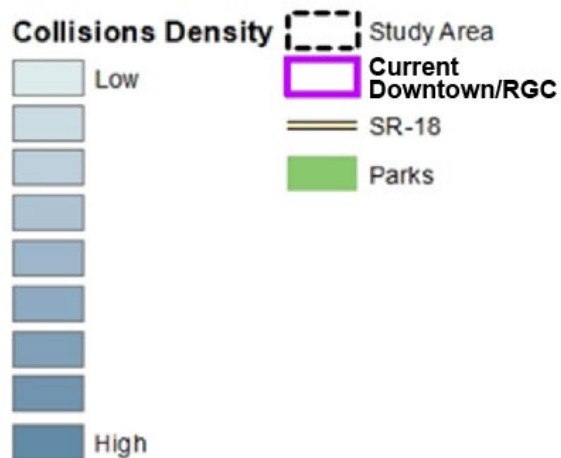
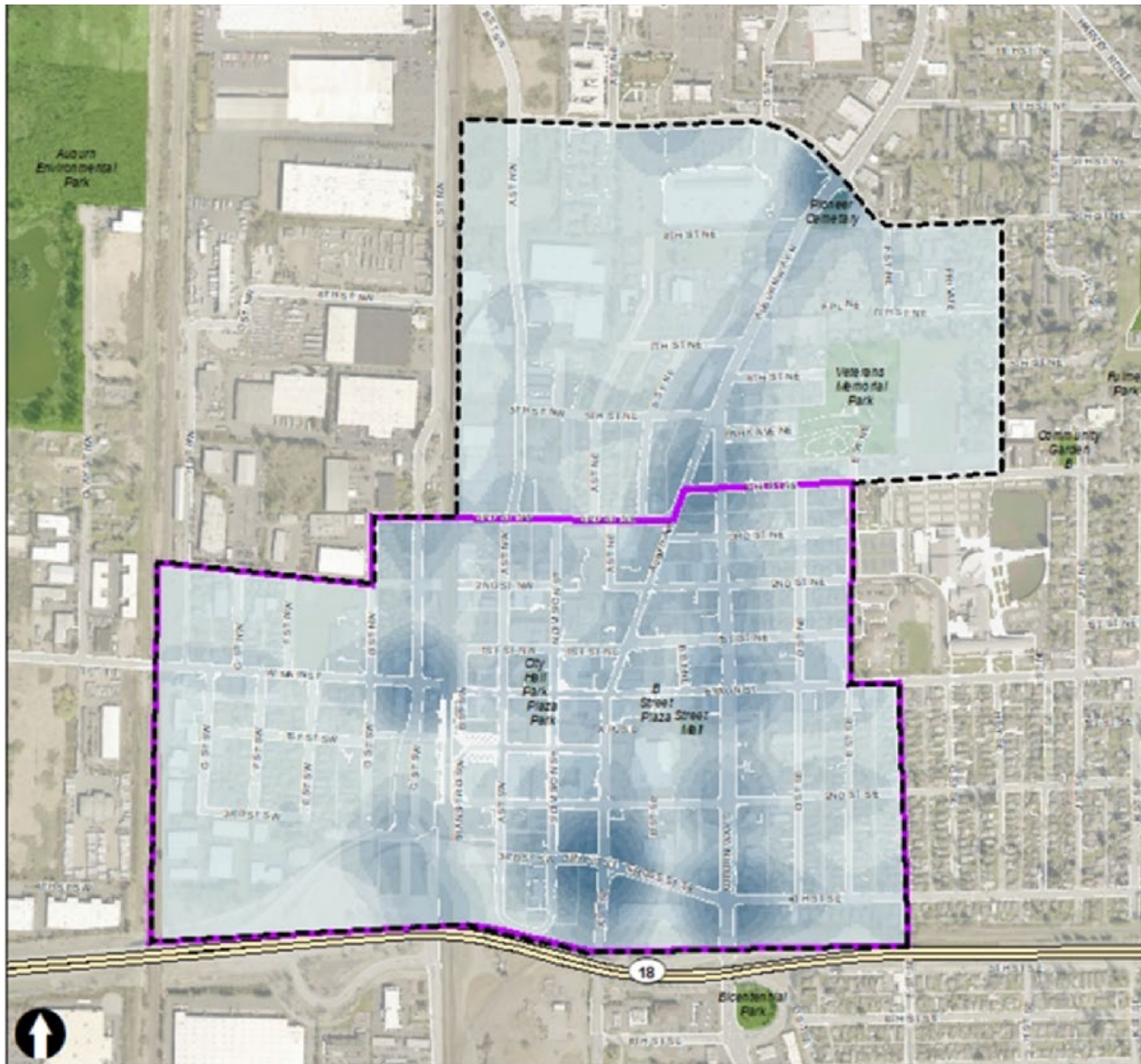


FIGURE 4-7 Safety

4.1.6 Truck Routes

Several freight routes traverse the study area. Freight and Goods Transportation System (FGTS) classification represents the freight tonnage moved on a certain corridor. **Table 4-3** references Washington State Department of Transportation (WSDOT) standards and FGTS classifications. **Figure 4-8** represents the freight network in the study area. There are four freight routes that run north/south through the study area with FGTS levels of T-3, T-2, and T-1. Freight routes that run east/west through the study area have FGTS levels of T-3. C Street SW operates with the highest FGTS classification.

TABLE 4-3 WSDOT Freight Classifications and Standards

Classification	Amount of Freight Carried
T-1	More than 10 million tons per year
T-2	4 million to 10 million tons per year
T-3	300,000 to 4 million tons per year
T-4	100,000 to 300,000 tons per year
T-5	At least 20,000 tons in 60 days and less than 100,000 tons per year

SOURCE: Washington State Freight and Goods Transportation System (FGTS) 2021 Update

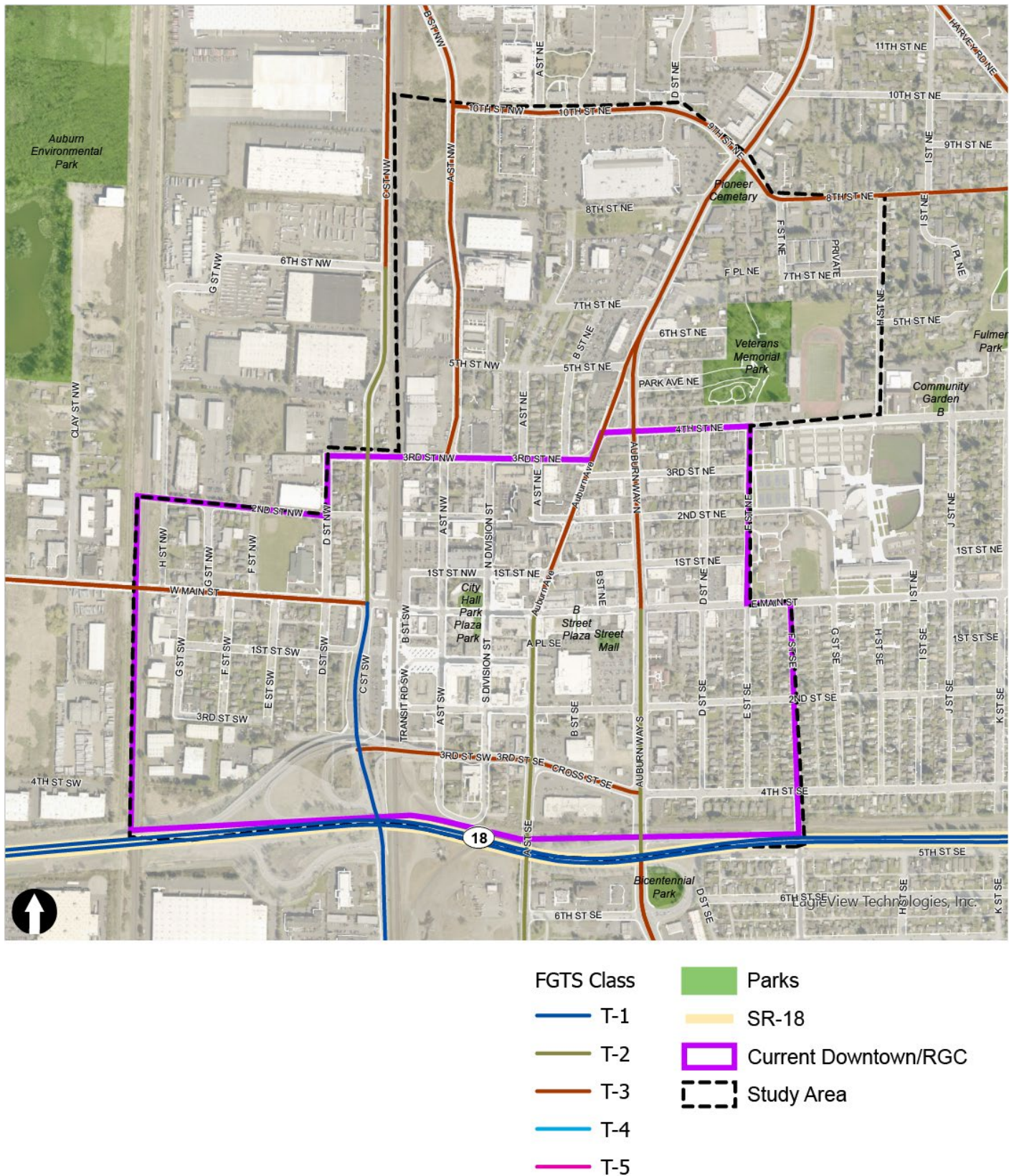


FIGURE 4-8 Freight Network

4.1.7 Rail

The Union Pacific (UP) Railroad and Burlington Northern Santa Fe Railway (BNSF) have rail lines running through Auburn, as indicated in **Figure 4-9**. The UP Railroad runs north–south along the western edge of the study area boundary. BNSF also runs north–south, has a triple track through downtown, and operates the rail yard between A Street SE and C Street SW, south of SR 18. This area may develop as a multimodal rail yard in the future, which could necessitate capacity improvements due to increased truck traffic. While the rail yard is outside the study area, future development could impact traffic flow through downtown. Finally, the Sounder runs through downtown Auburn on BNSF tracks, with the Auburn Transit station located downtown with one existing parking garage and a second parking garage undergoing planning development with a tentative completion date of 2027.

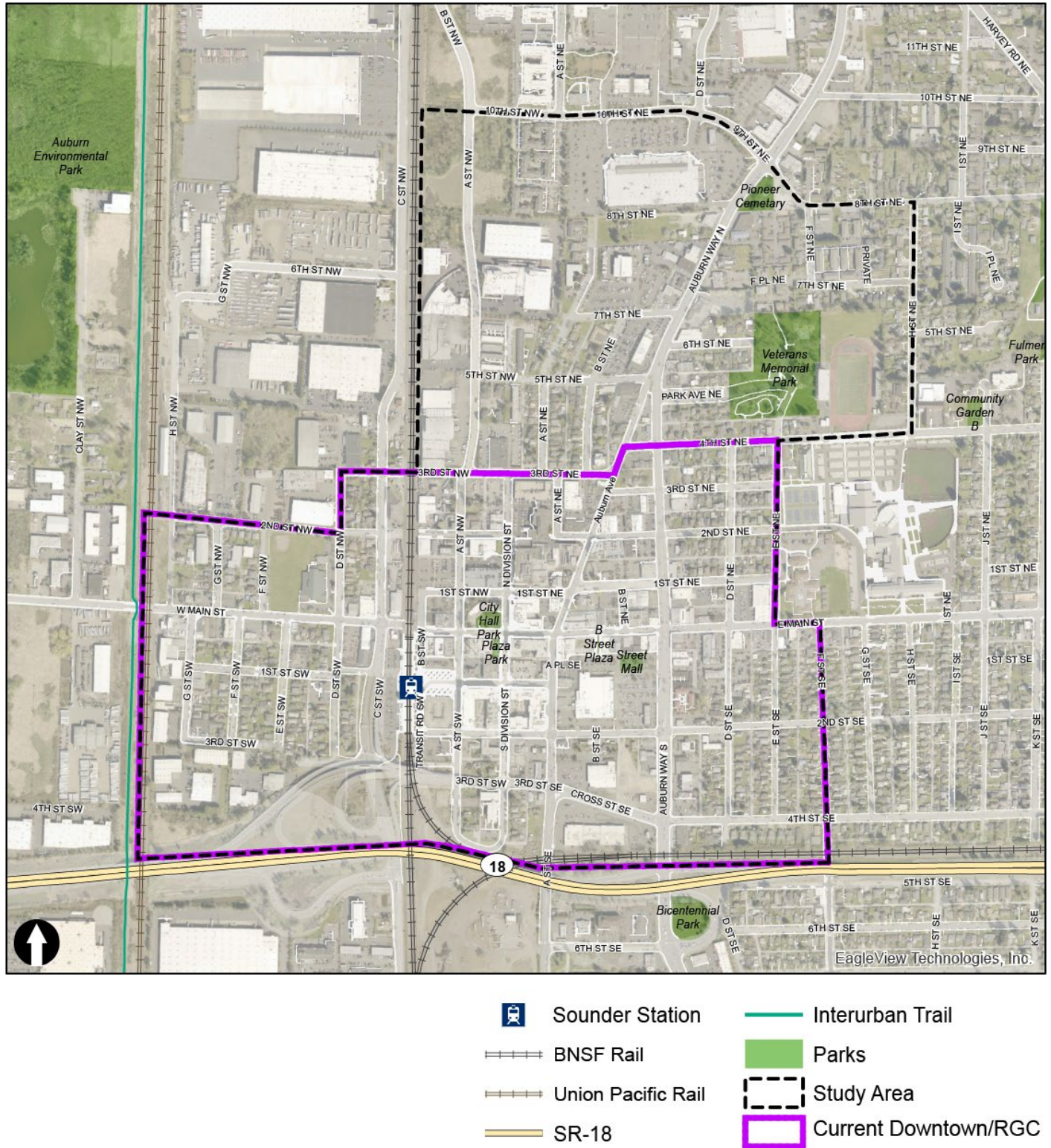


FIGURE 4-9 Rail

4.1.8 Relevant Studies

This section provides summaries of recent plans, programs, and studies related to the City of Auburn Downtown Subarea. These summaries provide a background understanding of the prior transportation planning and regulatory framework in the study area. Plans and studies are presented in chronological order, with most recent plans last.

AREA PLANS

Auburn Downtown Plan & EIS (2001)

The Auburn Downtown Plan was adopted in May 2001. The goal of the plan was to strengthen the downtown community, economy, and image by building on existing assets, facilitating catalyst projects in key locations, stimulating infill and redevelopment, and influencing the design and construction of high-quality public infrastructure. The vision of the downtown plan included key features to enhance transit accessibility, such as clearly identified wayfinding opportunities and maintaining historic railroad design.

The plan identified the Auburn Transit Center (Transit Center) as a key hub to providing connections to Main Street and the core retail area. The Transit Center, opened in 2000, is located in the heart of downtown Auburn, south of W Main ST, west of A ST SW, and east of C ST SW. The Transit Center houses a parking garage to help accommodate the parking needs of transit users. It is served by Sounder commuter rail, regional express bus, and several bus connections.

Also identified were challenges to mobility in the downtown area, including a need for enhanced mobility connections between downtown districts, as well as development of underutilized properties. A well-designed and defined pedestrian environment is also not present off of Main Street due to the presence of heavy

commercial, industrial, and auto-oriented uses. The plan also acknowledges the challenges that heavy freight traffic places on the walkability and desirability of downtown Auburn.

Comprehensive Downtown Parking Management Plan (2014)

The CDPMP manages existing parking assets, assesses current parking demand, forecasts future parking needs, and endeavors to develop a first-rate downtown parking system. The CDPMP was adopted in January 2014.

As of the 2014 plan, there were no considerations to expand the on- and off-street parking supply in the DUC. However, Sound Transit is planning to construct a second garage at the Auburn Transit Center. In 2022, Sound Transit hosted virtual engagement opportunities to determine the location of the garage. This construction project is estimated to be complete in 2027.

PROJECT-SPECIFIC PLANS

Auburn Station Parking and Access Improvements

Auburn Station is a train station served by S Line of the Sounder commuter rail network. It is located southwest of downtown Auburn and consists of two train platforms, a bus station, a parking garage, a public plaza, and a pedestrian bridge. Sound Transit is improving access to the Auburn Sounder Station for riders, whether they access the station by walking, bicycling, connecting buses or driving. This project includes a new parking garage located at 1st Street NW and is expected to be completed by 2027.

This parking garage will add parking as the existing Auburn Station parking garage is filled to capacity during the morning commute for riders using the Sounder S Line train travelling between Lakewood

and downtown Seattle. This train completes 13 roundtrips each weekday and runs special service for select events. Construction is expected to start as early as 2024 with opening to the public in 2027.

LOCAL JURISDICTION AND AGENCY PLANS

Auburn Comprehensive Plan – Transportation Element (2015)

The Auburn Comprehensive Plan was adopted in 2015 and recently updated in December 2021. Starting in summer 2022, the City of Auburn embarked on a major update to its Comprehensive Plan, last updated in 2015. This process is running concurrent to the analysis and planning work done for the 2024 Auburn Downtown Subarea Plan Update. The City coordinated the two planning efforts, and the Downtown Plan Update is central to helping the City meet the Comprehensive Plan’s 2044 growth targets.

The plan as updated in December 2021 describes existing transportation conditions and future changes and needs as they relate to growth in the City. December 2021 updates included changes to the existing transportation network, an updated current needs evaluation, and identification of standards for future development and infrastructure improvement scenarios.

The Comprehensive Plan details anticipated land use development patterns and transportation capital needs citywide through 2044. The Comprehensive Plan identifies the following major transportation investments in downtown as summarized in **Table 4-4**.

TABLE 4-4 Transportation Investments in Downtown Auburn

Proposed Investment	Description
Auburn Way Corridor Improvements	Construct pedestrian accessibility and aesthetic enhancements on Auburn Way between 4 th Street NE and 4 th Street SE, including curb-bulbs at intersections adjacent to on-street parking, a new northbound left-turn at 3 rd Street SE, and signal and channelization improvements at E Main Street.
Main Street TOD Infrastructure Improvements – Western Main Street	W Main Street, B Street NW/SW to Division Street, replace roadway, parking, sidewalks, and utilities.
Main Street TOD Infrastructure Improvements – Central Main Street	E Main Street, Auburn Avenue to Auburn Way N – replace roadway, parking, sidewalks, and utilities.
Main Street TOD Infrastructure Improvements – Eastern Main Street	E Main Street, Auburn Way to F Street SE/NE, replace roadway, parking, sidewalks, and utilities.

TOD = Transit-Oriented Development

Puget Sound Regional Council VISION 2050 (2021)

The City of Auburn Downtown Subarea is identified in PSRC’s VISION 2050 plan as a Regional Growth Center (RGC) intended to accommodate a significant share of future growth. To achieve regional growth goals, Auburn should encourage development near high-capacity transit stations and within RGCs.

2024–2029 Transportation Improvement Program (2023)

The City of Auburn Transportation Improvement Program (TIP) was adopted in June 2023; it sets priorities for the allocation of secured and unsecured funding and coordinates future transportation projects with needed utility improvements. Projects in the TIP that

fall within the Downtown Subarea study boundary are included below:

- **I-7: Downtown Infrastructure Improvement Project:** The purpose of this project is to construct infrastructure improvements in downtown Auburn that will support existing development and future redevelopment activities and to replace infrastructure that is at or near the end of its useful service life. This project will design and construct street and utility improvements in the alley along the north side of the Auburn Avenue Theater building, Auburn Avenue from the alley to E Main Street, and on E Main Street from Auburn Avenue to the B Street Plaza. The project includes replacing the existing traffic signal at the intersection of E Main/Auburn Avenue, installing decorative overhead street lighting on E Main Street and the B Street Plaza, replaced sidewalks on E Main Street, sewer and water utility main construction, and other work to improve and enhance the project area.
- **I-15: 10th Street NW/A Street NW Intersection Improvements – New Signal:** The project will construct a new traffic signal in place of the existing stop-control on the 10th Street NW approach. The project is needed to address an LOS deficiency at the intersection. The project will also evaluate intersection control, channelization, and pedestrian crossing improvements along 10th Street NW to the east of the intersection.
- **N-5: 1st Street NE/NW and Division Street Pedestrian Improvements:** The project will implement non-motorized improvements at the 1st Street NE/NW/N Division Street intersections in downtown Auburn. The proposed improvements will create a raised intersection to reduce speeds, and encourage motorists to yield to pedestrians using the crosswalks; add curb bulbs where they are not currently provided to reduce crossing distances and improve pedestrian visibility; construct new Americans with Disabilities Act (ADA) compliant ramps; and both pedestrian-level and street lighting improvements.
- **P-3: 10th Street NE Preservation:** The project will preserve 10th Street NE between B Street NW and Auburn Way N. The project

will also rechannelization the roadway to convert the existing four-lane cross-section to a three-lane section incorporating bike lanes and a center two-way left-turn lane. The existing intersection control at the intersection with A Street NE will be revised to remove the east/west stop-control, and the installation of a new north/south crosswalk to the east of the intersection. The new crosswalk is proposed to be enhanced with a median island and a Rectangular Rapid Flashing Beacon (RRFB). The existing signal at D Street NE will require modification to match the new roadway cross section.

- **R-5: A Street NW, Phase 2 (W Main Street to 3rd Street NW):** The project will widen A Street NW to create a three-lane roadway section between W Main Street and 3rd Street NW. This project will improve the connection between the A Street NW Extension (Phase 1) and Auburn Station and Central Business District. The project is approximately 0.2 mile long.
- **R-16: Regional Growth Center Access Improvements:** The project will construct a northbound left-turn lane and a northbound/southbound crosswalk at the 3rd Street NE/Auburn Avenue intersection, and realign the 4th Street NE/Auburn Way N intersection to eliminate the split phase signal operation, improving circulation and access. The project will improve traffic operations, safety, and circulation for both vehicles and non-motorized users.

City of Auburn Local Road Safety Plan (2022)

The City of Auburn Local Road Safety Plan was adopted in March 2022 and summarizes a systemic safety analysis of Auburn's citywide transportation network. The plan found that factors such as high-speed roadways (with posted speeds greater than 35 miles per hour), widely spaced street lighting, the presence of industrial land uses, streets with higher functional classifications, and alcohol/drug use are all contributing factors to the most to serious or fatal collisions in Auburn. Within the downtown study area, Auburn Way was found to have the highest collision risk factors for serious or fatal collisions.

East Main Street Traffic Analysis (2024)

The 2024 East Main Street Traffic Analysis recommends changing traffic patterns along E Main Street to provide more space for people walking and biking and promote commercial activity along this key business corridor. The City conducted a preliminary traffic analysis of modifying E Main Street from Auburn Avenue to Auburn Way. Four options were studied in the analysis:

- Option 1 – Keep the road in its existing two-way traffic configuration.
- Option 2 – Close the road to all vehicle traffic.
- Option 3 – Close the road to eastbound traffic.
- Option 4 – Close the road to westbound traffic.

All scenarios utilized the 2044 Draft-Preferred Land Use Alternative Scenario (2044 Land Use) from the City's Draft Comprehensive Plan Update as the background traffic demand model, which is also consistent with the methodology used for this Draft EIS. This preliminary traffic analysis shows that, from a traffic operations perspective, Options 1 and 3 are feasible. However, a more detailed traffic analysis would be required prior to implementation of any changes.

4.2 Impacts

4.2.1 Impacts Common to All Alternatives

This section evaluates future transportation conditions under three alternatives: Alternative 1, No Action; Alternative 2, Moderate Growth; and Alternative 3, High Growth. Alternative 1 represents the expected growth under existing zoning and laws if the City were to make no changes to the 2021 Downtown Plan. Alternative 2 assumes moderate growth in the study area that is somewhat higher

than with Alternative 1. Finally, Alternative 3 represents the highest growth in the study area. Chapter 3, Section 3.2.1, of this EIS presents detailed land use assumptions for Alternative 1, Alternative 2, and Alternative 3.

This analysis identifies future-year deficiencies, as well as locations where either Alternative 2 or 3 would impact the transportation system in 2044 compared to Alternative 1. **Table 4-5** represents projects in downtown Auburn that are expected to be constructed by 2044 and thus are assumed for all three future-year alternatives.

TABLE 4-5 2044 Future Project List for Downtown Auburn

Proposed Project	Description
A Street Loop	Construct a new one-way (eastbound) roadway connection between A Street SW/S Division Street and A Street SE
3 rd Street NE/Auburn Avenue	Construct a northbound left-turn lane and a northbound/southbound crosswalk at the 3 rd Street NE/Auburn Avenue intersection and realign the 4 th Street NE/Auburn Way N intersection to eliminate the split-phase signal operation.
Auburn Way S/6 th Street SE	Construct a dedicated southbound right-turn pocket on Auburn Way S at 6 th Street SE and other improvements to support the new right-turn pocket.
10 th Street NE Non-Motorized Improvements	Convert the existing four-lane cross-section to a three-lane section with bike lanes and a center two-way left-turn lane and changes to the existing intersection control at the intersection with A St NE.

TRAFFIC OPERATIONS ANALYSIS

Traffic operations were analyzed using Synchro 11 software. The existing Synchro network was updated to reflect roadway modifications planned to be in place by 2044 (identified in **Table 4-5**) as well as the forecasted vehicle volumes under each alternative. Signal phase timings for 2044 were optimized based on the projected future-year vehicle volumes. The signal timings were kept consistent between Alternative 1, Alternative 2, and Alternative 3.

SHORT-TERM CONSTRUCTION IMPACTS

Redevelopment would occur under all three alternatives. During redevelopment, localized and temporary construction impacts could impact transportation in the immediate vicinity of a project site, for example a sidewalk closure or increased truck traffic. The City will manage such temporary uses through their street use permit process. As a result, **the short-term (construction) impacts are assumed to be less-than-significant.**

LONG-TERM IMPACTS

Long-term impacts are explored for Alternative 1, Alternative 2, and Alternative 3 below.

4.2.2 Impacts of the No Action Alternative

Alternative 1, No Action, serves as the baseline for the impact analysis of the development alternatives (Alternatives 2 and 3). Conditions may change in the future but they would not be triggered by changes suggested in Alternatives 2 and 3 of this analysis. Alternative 1 represents the operations of the transportation system if no actions were taken by the City Council

and no zoning changes were made in the study area as part of the Downtown Subarea Update.

THRESHOLDS OF SIGNIFICANCE

The following definition is used to identify significant impacts under Alternative 1:

- Vehicle LOS below the LOS standard at a study intersection.

ANALYSIS RESULTS

The following section describes the results of the evaluation of transportation conditions under Alternative 1. Transit impacts are discussed qualitatively. As defined above, this Draft EIS identifies impacts if future transportation operations are not expected to meet the City's adopted LOS standards.

Intersection LOS

Table 4-6 summarizes the average vehicle delay for each study intersection/corridor compared to its LOS standard in the PM peak hour. By 2044, traffic volumes would increase due to the land use growth that would occur within downtown Auburn and other parts of the City as well as regional growth not associated with Auburn. Therefore, delay at most intersections is expected to increase to some degree. Operations at two intersections would fall below the City's standard:

- C Street SW & 3rd Street NW – LOS F
- A Street NE & 10th Street NE – LOS E

Figure 4-10 shows intersection operations, in terms of LOS for Alternative 1. Note that colors represent LOS grades, not whether operations meet the City's standard.

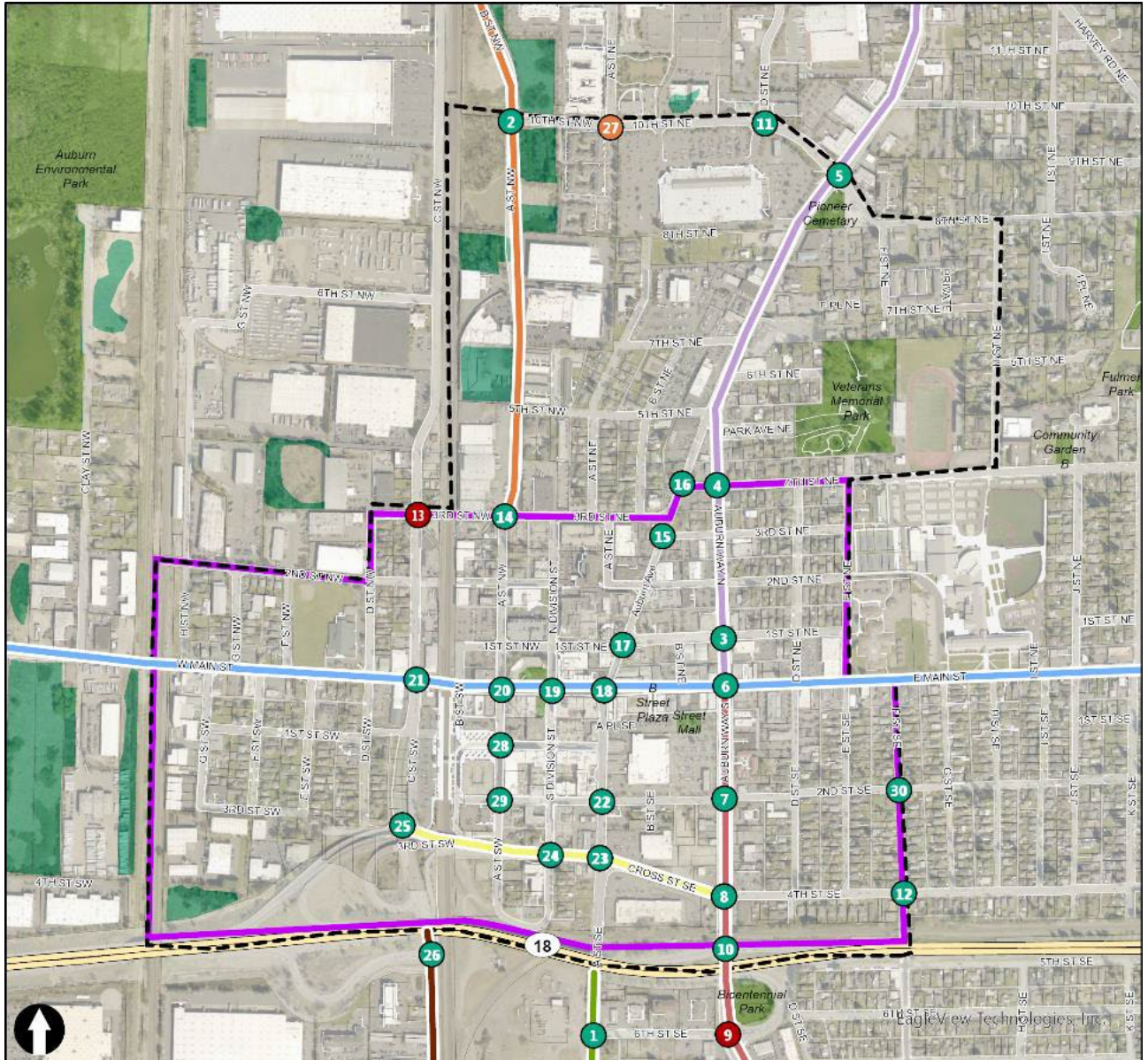
TABLE 4-6 2044 Alternative 1, No Action, PM Peak Hour Corridor Level of Service and Delay

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)
INTERSECTIONS ALONG DESIGNATED CORRIDORS						
2	Auburn Way N from E Main St to 15 th St NE	3	Signal	E	C / 24	C / 24
		4	Signal			
		5	Signal			
		6	Signal			
3	Auburn Way S from E Main St to M St SE	7	Signal	D	C / 28	D / 38
		9**	Signal			
		6	Signal			
		8	Signal			
		10	Signal			
10	Auburn Ave/A St from 6 th St SE to E Valley Access Rd	1**	Signal	D	A / 9	B / 11
11	Main St from West Valley Hwy to R St	18	Signal	D	C / 20	C / 23
		19	Signal			
		20	Signal			
		6	Signal			
		21	Signal			
13	C St SW from Ellingson Rd to SR 18	25**	Signal	D	B / 19	C / 22
18	A St NW/B St NW from 3 rd St NE to S 277 th St	2	TWSC	D	C / 22	C / 21
		14	Signal			

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)
31	3 rd St SW/Cross St from C St to AWS	23	Signal	E	B / 19	C / 23
		24	Signal			
		8	Signal			
		25	Signal			
INTERSECTIONS OUTSIDE OF DESIGNATED CORRIDORS						
N/A	10 th St NE/9 th St NE & D St NE	11	Signal	D	B / 19	B / 19
N/A	F St SE & 4 th St SE	12	Signal	E	B / 15	B / 19
N/A	C St SW & 3 rd St NE	13	Signal	E	F / 90	F / >120
N/A	Auburn Ave & 3 rd St NE	15	Signal	E	B / 14	B / 12
N/A	Auburn Ave & 4 th St NE	16	Signal	E	A / 4	A / 4
N/A	Auburn Ave & 1 st St NE	17	Signal	E	A / 9	B / 12
N/A	A St SE & 2 nd St SE	22	Signal	D	C / 30	C / 30
N/A	10 th St NE & A St NE	27	TWSC	D	B / 11	E / 40
N/A	A St SW & Transit Driveway/1 st St SW	28	AWSC	D	A / 8	B / 10
N/A	A St SE & 2 nd St SE	29	Signal	D	B / 13	B / 18
N/A	F St SE & 2 nd St SE	30	AWSC	D	A / 8	A / 8

* Corridor segments within downtown Auburn may operate at LOS E in accordance with the 2001 Auburn Downtown Plan. All other arterial and collector corridors must operate at LOS D or better, unless otherwise indicated.

** Study intersections fall outside of the downtown boundary but were included in analysis for the 2001 Auburn Downtown Plan



Note: Downtown Urban Center area shown on this map is consistent with the Current Downtown/ RGC area shown on other maps. The Downtown Auburn Boundary shown on the map and legend refers to the study area.

FIGURE 4-10 Intersection Level of Service PM Peak Hour – Alternative 1, No Action

Transit

In 2044, King County Metro will operate a new RapidRide route in Auburn. The proposed route is prepared to launch in 2026 and will run north/south through Auburn, with a starting point at Auburn Station and terminus in the Renton Transit Center. The route will run primarily along Auburn Way N.

King County Metro Route 181 is under consideration for a future RapidRide, within the agency's interim network, and will likely be a RapidRide line before 2044. The agency is currently evaluating the potential RapidRide lines in the interim network and will make a decision in 2024 as to which line will move into the planning phase next. Route 181 connects the Federal Way Transit Center to the Auburn Transit Center and Green River College, serving the Lea Hill area of Auburn.

The failing performance at C Street SW & 3rd Street NE, under Alternative 1 could impact transit operations.

4.2.3 Impacts of Alternatives 2 and 3

The development alternatives (Alternatives 2 and 3) are evaluated against Alternative 1 to identify transportation impacts. This approach compares the changes in the transportation system expected to result from Alternatives 2 and 3 against transportation changes expected under Alternative 1.

THRESHOLDS OF SIGNIFICANCE

The following definition is used to identify impacts for Alternatives 2 and 3:

- Vehicle LOS below the LOS standard at a study intersection.

2044 ALTERNATIVE 2 RESULTS

Alternative 2, Moderate Growth, was assessed for this EIS. In 2044, growth under Alternative 2 is expected to be moderate and less intense than growth in Alternative 3. Therefore, the number of impacts would be less than or equal to Alternative 3.

Since Alternative 3 has a significant adverse impact, it is conservatively expected that Alternative 2 would also have a significant adverse impact.

2044 ALTERNATIVE 3 RESULTS

Table 4-7 summarizes the average vehicle delay and LOS for each study intersection compared to the existing conditions and Alternative 1 results. **Figure 4-11** summarizes the LOS for each study intersection under Alternative 3. Under Alternative 3, land use growth would result in increased vehicle volumes compared to Alternative 1. Results and impacts are evaluated in comparison to existing conditions and Alternative 1.

One significant adverse traffic operation impact is expected under Alternative 3 (and shown in **bold** in **Table 4-7**):

- C Street SW & 3rd Street NW – LOS F exacerbated

This intersection is signalized. Vehicles experience excessive queuing when traveling eastbound along 3rd Street NW in the PM peak due to higher volumes and delay along the rail line. Because this intersection is located along a Sound Transit express route that runs frequent service in the PM peak period, it is considered to have significant auto and transit impacts.

A review of traffic operations shows a similar deficiency under Alternative 1. Potential measures to mitigate the impact on the impacted intersection are presented in the *Mitigation Measures* section.

TABLE 4-7 2022 Downtown Auburn Corridor Level of Service

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)	2044 Alternative 3 LOS/Delay (seconds)
INTERSECTIONS ALONG DESIGNATED CORRIDORS							
2	Auburn Way N from E Main St to 15 th St NE	3	Signal	E	C / 24	C / 24	C / 30
		4	Signal				
		5	Signal				
		6	Signal				
3	Auburn Way S from E Main St to M St SE	7	Signal	D	C / 28	D / 38	D / 38
		9**	Signal				
		6	Signal				
		8	Signal				
		10	Signal				
10	Auburn Ave/A St from 6 th St SE to E Valley Access Road	1**	Signal	D	A / 9	B / 11	A / 14
11	Main St from West Valley Hwy to R St	18	Signal	D	C / 20	C / 23	D / 36
		19C	Signal				
		20	Signal				
		6	Signal				
		21	Signal				
13	C St SW from Ellingson Rd to SR 18	25**	Signal	D	B / 15	C / 22	C / 20
18	A St NW/B St NW from 3 rd St NE to S 277 th St	2	TWSC	D	C / 22	C / 21	C / 35
		14	Signal				

Corridor ID	Location	Intersection ID	Control Type	LOS Standard*	2022 Average LOS/ Delay (seconds)	2044 Alternative 1 Average LOS/Delay (seconds)	2044 Alternative 3 LOS/Delay (seconds)
31	3 rd St SW/Cross St from C St to AWS	23	Signal	E	B / 19	C / 23	C / 31
		24	Signal				
		8	Signal				
		25	Signal				
INTERSECTIONS OUTSIDE OF DESIGNATED CORRIDORS							
N/A	10 th St NE/9 th St NE & D St NE	11	Signal	D	B / 20	B / 19	C / 24
N/A	F St SE & 4 th St SE	12	Signal	E	B / 15	B / 19	C / 28
N/A	C St SW & 3 rd St NE	13	Signal	E	F / 90	F / >120	F / >120
N/A	Auburn Ave & 3 rd St NE	15	Signal	E	B / 14	B / 12	B / 15
N/A	Auburn Ave & 4 th St NE	16	Signal	E	A / 4	A / 4	A / 5
N/A	Auburn Ave & 1 st St NE	17	Signal	E	A / 9	B / 12	C / 22
N/A	A St SE & 2 nd St SE	22	Signal	D	C / 30	C / 30	D / 43
N/A	10 th St NE & A St NE	27	TWSC	D	B / 11	E / 40	D / 33
N/A	A St SW & Transit Driveway/1 st St SW	28	AWSC	D	A / 8	B / 10	B / 12
N/A	A St SE & 2 nd St SE	29	Signal	D	B / 13	B / 18	B / 18
N/A	F St SE & 2 nd St SE	30	AWSC	D	A / 8	A / 8	A / 9

* Corridor segments within downtown Auburn may operate at LOS E in accordance with the 2001 Auburn Downtown Plan. All other arterial and collector corridors must operate at LOS D or better, unless otherwise indicated.

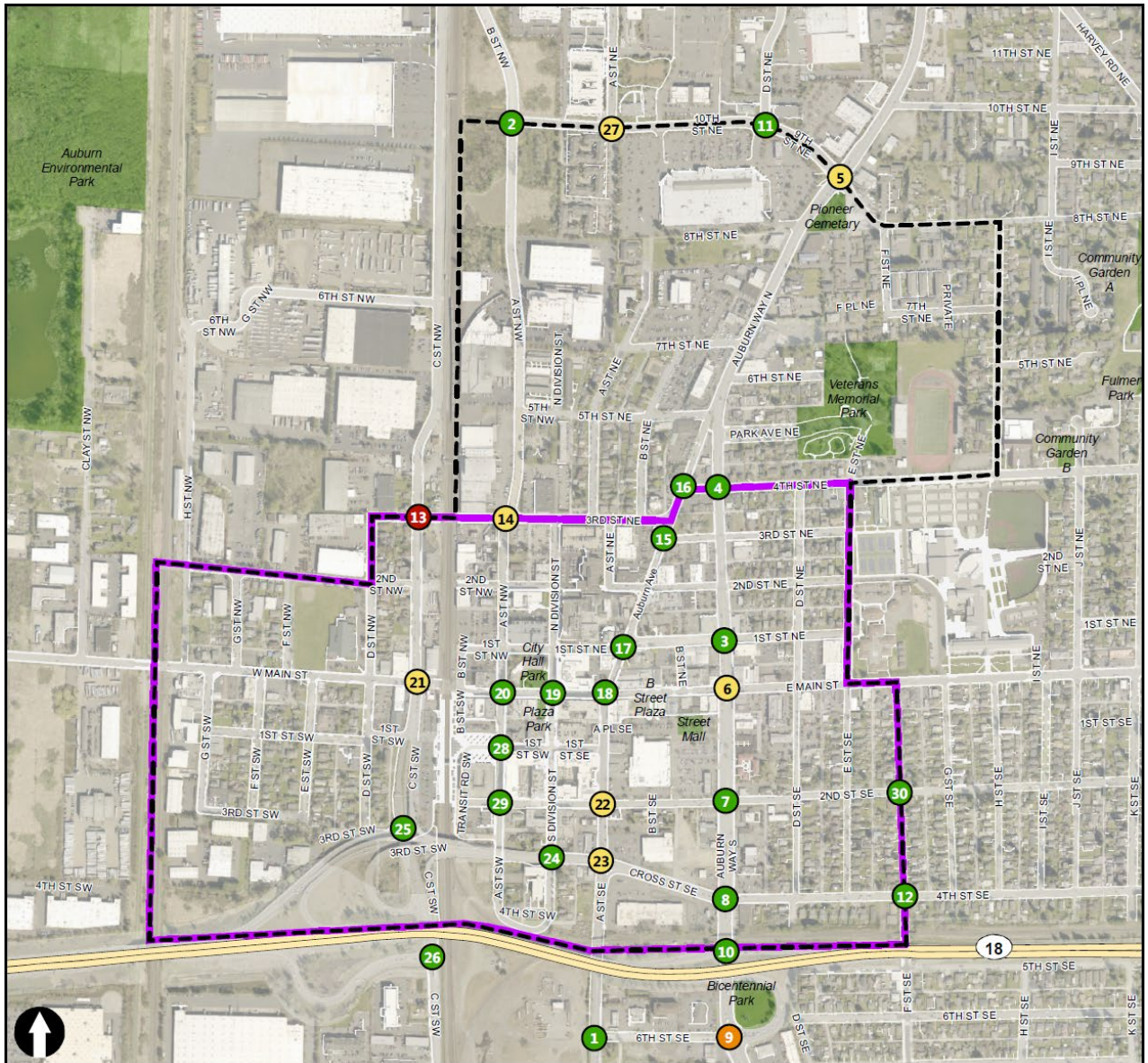
** Study intersections fall outside of the downtown boundary but were included in analysis for the 2001 Auburn Downtown Plan.

Transit

Sound Transit Route 566 runs north/south along C Street NW, which includes the impacted intersection in Alternative 3. The increased delays will impact this transit route in addition to vehicles. As a result, Alternative 3 would have a **significant impact on transit operations**.

4.2.4 Summary of Impacts

Figure 4-10 above and **Figure 4-11** below represent the intersection LOS results for Alternative 1 and Alternative 3, respectively. Please note that the colors represent intersection operations, in terms of LOS grades, not whether the intersection meets the City's standard.



Note: Downtown Urban Center area shown on this map is consistent with the Current Downtown/ RGC area shown on other maps.

Alternative 3 LOS

- A - C
- D
- E
- F
- Study Area
- Downtown Urban Center
- SR-18
- Parks

FIGURE 4-11 Intersection Level of Service PM Peak Hour – Alternative 3, High Growth

4.3 Mitigation Measures

This section identifies a range of potential mitigation strategies that could be implemented to reduce significance of adverse impacts identified in the previous section for 2044 Alternative 3.

4.3.1 Incorporated Plan Features

The City could make changes to signal operations at C Street NW and 3rd Street NW. Currently, the signal operates only with protected permitted phasing when the rail crossing is activated; otherwise, it operates with permitted left-turn phasing. If the signal were updated to protect permitted left-turn phasing during peak periods, the LOS results show a D, which is acceptable under the City's LOS standards. This signal phasing update would also reduce the identified transit impact.

4.4 Significant Unavoidable Adverse Impacts

With some combination of the potential mitigation measures outlined in the previous chapter, all impacts could be mitigated to a less-than-significant level. Therefore, **no significant and unavoidable adverse impacts on transportation are expected.**

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CHAPTER 5 Distribution List

The Draft EIS has been issued with a notice of availability, consistent with Washington Administrative Code ([WAC 197-11-455](#)), including distribution to the following:

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- Federal Emergency Management Agency
- Muckleshoot Indian Tribe Environmental Department Fisheries Office, Planning, Cultural Program, Fisheries Division
- U.S. Army Corps of Engineers, Seattle District Regulatory Branch
- U.S. Department of Agriculture Natural Resources Conservation Service

REGIONAL AND COUNTY AGENCIES

- Auburn School District
- King County Area Developer Services, Department of Natural Resources, Department of Permitting and Environmental Review, Environmental Health Division, Local Services, Metro, Waste Division, Wastewater Treatment Division
- Lakehaven Utility District Development Engineering
- Lake Meridian Water District

- Pierce County Master Builder Association
- Pierce Transit, Land Use Review Capital Development
- Puget Sound Clean Air Agency
- Puget Sound Regional Council
- Soos Creek Water and Sewer District
- Sound Transit
- South King Housing and Homelessness Partners

STATE OF WASHINGTON

- Department of Archaeology and Historic Preservation
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- Department of Natural Resources
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CITY OF AUBURN, AUBURN SERVICE PROVIDERS, ADJACENT CITIES

- City of Algona
- City of Bonney Lake Planning and Community Development
- City of Federal Way Community Development
- City of Kent Planning Department
- City of Kent School District
- City of Pacific Community Development

OTHER INTERESTED PARTIES

- Alpine Ridge Insurance Agency
- Washington Environmental Council
- Futurewise
- Rainier Audubon
- King County and Snohomish County Master Builder Association

The Draft EIS has also been made available at speakupauburn.org/downtownplan, and a notice of availability was sent to all commentors during the public scoping process and the interested parties contact list:

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CITY OF AUBURN DOWNTOWN SUBAREA PLAN & PLANNED ACTION EIS BASELINE REPORT

**DRAFTED DECEMBER 2022
(PARTIALLY UPDATED SEPTEMBER 2024)**

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CONTENTS

Acknowledgements	ii
Agencies.....	ii
Consultant Team	ii
Key Takeaways	vii
Overall Themes.....	vii
Land Use	viii
Urban Form	ix
Natural Environment	ix
Housing and Socioeconomics.....	x
Economics	x
Transportation.....	xi
Public Services	xi
Utilities and Stormwater	xii
Section 1 Introduction	1-1
1.0 What Is the City of Auburn Downtown Subarea?.....	1-1
1.1 What Is the Subarea Plan?	1-2
1.2 What Is in This Report?	1-3
Section 2 Land Use	2-1
2.1 Existing Policies and Regulations.....	2-1
2.2 Current Conditions	2-1
2.3 Regional Growth Center Considerations	2-9
2.4 Preliminary Land Capacity Analysis.....	2-12
2.5 Key Findings and Implications for Plan.....	2-13
Section 3 Urban Form.....	3-1
3.1 Existing Policies and Regulations.....	3-1
3.2 Key Findings and Implications for Plan.....	3-15
Section 4 Natural Environment.....	4-17
4.1 Existing Policies and Regulations.....	4-17
4.2 Current Conditions	4-17
4.3 Key Findings and Implications for Plan.....	4-25
Section 5 Housing and Socioeconomics	5-1
5.1 Existing Policies and Regulations.....	5-1
5.2 Population	5-1
5.3 Demographics.....	5-2
5.4 Housing Profile	5-7
5.5 Employment Profile.....	5-10
5.6 Key Findings and Implications for Plan.....	5-15

Section 6	Economics	6-1
6.1	Auburn Downtown Development Trends	6-1
6.2	Market Outlook	6-9
6.3	Development Areas	6-22
6.4	Key Findings and Implications for Plan	6-23
Section 7	Transportation	7-1
7.1	Existing Transportation Plans and Studies	7-1
7.2	Current Conditions	7-4
7.3	Key Findings and Implications for Plan	7-17
Section 8	Public Services	8-1
8.1	Schools	8-1
8.2	Police	8-1
8.3	Fire	8-1
8.4	Parks	8-2
8.5	Key Findings and Implications for Plan	8-5
Section 9	Utilities and Stormwater	9-21
9.1	Existing Policies, Plans, and Regulations	9-21
9.2	Current Conditions	9-21
9.3	Existing Policies and Regulations	9-22
9.4	Current Conditions	9-27
9.5	Key Findings and Implications for Plan	9-30
Section 10	Acronyms	31
Section 11	References	33

Appendices

Appendix A Market Study

Figures

FIGURE 2-1	Current Land Uses in Auburn Downtown Study Area	2-3
FIGURE 2-2	City-Owned Land in Downtown Study Area	2-5
FIGURE 2-3	Map of Existing Zoning	2-7
FIGURE 2-4	Current Activity Units per Acre by TAZ with RGC Boundaries, 2021	2-10
FIGURE 3-1	Gateways and Destinations	3-3
FIGURE 3-2	Physical and Circulation Barriers	3-5
FIGURE 3-3	Map of Subarea Districts	3-5
FIGURE 3-4	Images of the Downtown Core	3-8
FIGURE 3-5	Images of Main St Corridor	3-9
FIGURE 3-6	Images of West Downtown	3-11
FIGURE 3-7	Images of North Downtown Area	3-13

FIGURE 3-8	Residential Areas with Alley Access	3-14
FIGURE 3-9	Example MF and SF typical in the East Downtown Area	3-15
FIGURE 4-1	Map of Existing Wetlands	4-19
FIGURE 4-2	Existing FEMA Flood Hazard Map	4-20
FIGURE 4-3	Historic river flows through Downtown Auburn	4-21
FIGURE 4-4	Lower Green River Flood Hazard Management Plan	4-22
FIGURE 4-5	Urban Heat Mapping Results (KC Public Health)	4-25
FIGURE 5-1	Age of Auburn Downtown Population (2010-2027)	5-3
FIGURE 5-2	Map Showing Race and Ethnicity in Study Area	5-5
FIGURE 5-3	PSRC Displacement Risk in Auburn (2019)	5-9
FIGURE 5-4	Top Job Sectors in Auburn Downtown Study Area (2002-2019)	5-12
FIGURE 5-5	Top Job Sectors in Auburn City (2002-2019)	5-13
FIGURE 5-6	New Jobs since 2002 in Auburn and Downtown Study Area	5-13
FIGURE 5-7	Commuting Patterns in Auburn Downtown (2019)	5-14
FIGURE 6-1	Square Feet (RBA) of Development in Study Area since 1900	6-1
FIGURE 6-2	Development Type and Age in Study Area	6-3
FIGURE 6-3	Total Square Footage (RBA) by Building Type in Study Area	6-4
FIGURE 6-4	Multifamily, Office, and Retail Development (RBA) 2002-2022	6-5
FIGURE 6-5	Recent and Planned Significant Projects in Auburn Downtown Core	6-7
FIGURE 6-6	Auburn City Population Growth and Forecast, 1980-2040	6-10
FIGURE 6-7	Downtown Auburn Study Area Population Growth and Forecast, 2000-2027	6-11
FIGURE 6-8	Absorption, Net Deliveries, and Vacancy in Auburn City, 2012-2027	6-12
FIGURE 6-9	Auburn and Seattle Average Asking Rent, 2012-2027 (forecast)	6-13
FIGURE 6-10	Market Asking Rents per Square Foot in Downtown Study Area, 2012-2022	6-14
FIGURE 6-11	Auburn Downtown Median Monthly Sales Price (2012-2022)	6-15
FIGURE 6-12	Number of New Jobs by Industry in King County, 2020-2030	6-16
FIGURE 6-13	Office Development by Submarket, 2021	6-17
FIGURE 6-14	Office Market Rents per Square Foot, Study Area, 2012-2027	6-18
FIGURE 6-15	Office Vacancy Rate in Auburn Downtown Study Area, 2012-2022	6-18
FIGURE 6-16	Indexed Growth in All Retail and Food and Beverage Sales, 2012-2022.	6-20
FIGURE 6-17	Retail Vacancy Rate and Market Rent in Downtown Study Area, 2012-2027	6-21
FIGURE 6-18	The Verge Apartments Before and After Development	6-22
FIGURE 6-19	Improvement to Land Value Ratio in Study Area	6-23
FIGURE 7-1	Roadway Network	7-5
FIGURE 7-2	Rail Network	7-9
FIGURE 7-3	Transit Service	7-11
FIGURE 7-4	Pedestrian Network	7-13
FIGURE 7-5	Bicycle Network	7-14
FIGURE 7-6	Parking	7-15
FIGURE 7-7	Safety	7-16
FIGURE 8-1	Map of existing parks and plazas	8-4
FIGURE 9-1	Map of existing stormwater system	9-28

Tables

TABLE 2-1	Existing Zones within the Study Area	2-8
TABLE 2-2	2021 Activity Units in Downtown Study Area	2-11
TABLE 2-3	2044 Activity Units in Downtown Study Area (Projected)	2-11
TABLE 2-4	Required and Available Land in Auburn Downtown Study Area	2-12
TABLE 5-1	Auburn Downtown Population and Households With Regional Comparisons	5-2
TABLE 5-2	Auburn Downtown Age with Comparison Cities	5-2
TABLE 5-3	Auburn Downtown Race/Ethnicity with Comparison Cities	5-4
TABLE 5-5	Auburn Downtown Income with Comparison Cities	5-6
TABLE 5-6	Auburn Downtown Educational Attainment with Comparison Cities	5-6
TABLE 5-7	Auburn Downtown Housing Profile with Comparison Cities	5-7
TABLE 5-8	Top Employment Sectors in Auburn Downtown With Comparisons	5-11
TABLE 5-9	Top Ten Private Employers in Auburn Downtown Study Area	5-11
TABLE 5-9	Home Location of Auburn Downtown Employees	5-15
TABLE 6-1	Downtown Auburn Office Development with Tenants	6-5
TABLE 7-1	Intersection Level of Service – Existing 2022 AM/PM Peak Hour	7-7
TABLE 8-1	VRFA Facilities Located within Auburn	8-1

KEY TAKEAWAYS

This document is an early step in the planning process and is intended to describe existing conditions in the study area. Topics addressed in this report include:

- Land Use
- Urban Form
- Natural Environment
- Housing and Socioeconomics
- Economics
- Transportation
- Public Services
- Utilities and Stormwater

While each chapter in the report explores a unique aspect of the study area, some recurring themes cut across chapters. A short summary of these overarching themes and key findings associated with each of the topics is included below.

Overall Themes

Expanding Downtown. The existing regional growth center (RGC) boundary will likely meet current and future target activity levels required by PSRC. Expanding the Regional Growth Center (RGC) to include the entirety of the Downtown Study Area meets current minimum PSRC activity unit targets but will likely not meet future targets under a “No Action” scenario. However, the expanded study area provides more opportunities for concentrated growth in Regional Centers, following the PSRC VISION 2050 framework, that could allow the City to meet targets through moderate or high rezoning.

Mix of interests and activities. Recent development has started to revitalize downtown, but more work is needed to make it a mixed-use urban center. The need for more things to do downtown and a focus on making the area feel welcoming and safe was common feedback from early engagement with stakeholders and community members.

Multimodal Access – challenges and opportunities. Multimodal access challenges include limited separated bike infrastructure, wide arterial streets with long crosswalks, and streets with five-foot-wide sidewalks that may or may not have a planter strip. Planned RapidRide service along Auburn Way N will provide opportunities to improve transit access.

Main Street Corridor. Main Street corridor is unique within Auburn and an asset to the overall downtown area. Programs to help property owner's improve facades and make building improvements could help continue the revitalization of the area. The area also has many existing small businesses that have struggled to find affordable retail space in newer buildings in the area.

MultiCare Hub. The MultiCare Auburn Medical Center (MultiCare) is a major employer and anchor within Downtown Auburn. Future expansion plans may continue to develop this hub within downtown.

Displacement Risks. PSRC has indicated elevated risks of displacement within the study area and a diverse overall community. Commercial displacement risk may also be a challenge for some existing businesses.

West Downtown. West Downtown area has been considered part of downtown in past planning cycles, but there are both access and market challenges for significant future development. Plan should consider what is feasible in this area in terms of growth and density and if it is included in the RGC. (See .

for a map of how the plan defines subdistricts within the study area.)

North Downtown. Expanding to the north downtown area could allow for Transit-Oriented Development (TOD) opportunities around upcoming Rapid Ride line. There are some large parcels and development opportunities in that area. (See .

on page 3-5 for a map of how the plan defines subdistricts within the study area.)

Arts and Cultural Public Investments. City's emerging plans for new opportunities at the current Arts and Cultural center and the Auburn Ave Theater properties could be a helpful theme to support revitalization efforts in the Main Street Corridor area.

Land Use

- The Downtown Urban Center (DUC) zone already applies to much of the DUC area (current RGC boundary). North Downtown offers opportunities for increasing density to bring in more mixed-use development.
- There are pockets of auto-oriented commercial areas that could provide opportunities for higher-density development.
- There are pockets of residential uses in some locations within the study area, which will need to be carefully assessed for displacement risk.
- The city-owned Auburn Avenue Theater and former Max Apartments site presents a significant opportunity for the city, as the vision is to recreate a theater along with arts-focused ancillary development. Implementation of this type of project can be complex and sometimes challenging, so ongoing planning may be needed to realize this vision.
- Other city-owned properties, such as surface parking lots, could offer additional sites for new development, or could continue to serve as surface parking. These property assets will enable the City to play a significant role in guiding Downtown's development in the coming decades, through renovations, modifications, and/or major redevelopment projects.
- There are a number of large and mid-size commercial properties in downtown that could redevelop within the timeframe of this plan.

Urban Form

- There is very little open space and tree canopy cover in the study area (except for some in residential areas and Veterans Memorial Park.) Downtown would benefit from more green open space and access to shade to reduce urban heat.
- Downtown has limited separated bicycle infrastructure and many arterial streets have minimum five-foot-wide sidewalks without planter strips.
- Redevelopment of Downtown Core is delivering a strong pedestrian built environment.
- Plan should explore opportunities to increase activation through groundfloor commercial uses, events, creative streetscape uses/programs, and/or linking of public space and streetscape improvements.
- There are several retail spaces in newer developments that have been slower to fill, leaving vacant groundfloor spaces at the street level.

- Arts and culture is a resonant theme within the community and could help support further revitalization, particularly between along the Main Street corridor.

Natural Environment

- There are wetlands present on highly developed properties within the study area. These natural elements could provide an opportunity to enhance ecological conditions in the subarea, if the plan explores redevelopment and new land uses adjacent to these areas.
- Downtown Auburn does not appear to be at elevated risk from riverine flooding, though stormwater flooding may present some challenges.
- Air pollution sources from arterial and rail corridors should be considered when locating new housing.
- Highly developed context of downtown Auburn limits natural environment processes within the study area. Redevelopment could offere opportunities for green stormwater infrastructure, urban trees canopy cover, parks and green open spaces, and other elements of green infrastructure.
- Urban heat is a challenge for the Downtown area. Lack of shade lead to higher temperatures, which can be very challenging for vulnerable populations (seniors, low-income, etc.)

Housing and Socioeconomics

- Auburn's population has grown significantly since the 1980s. PSRC forecasts a population increase of about 20 percent for the next two decades in Auburn.
- Auburn's downtown has smaller household sizes, smaller than shares of family households and a larger share of renters than the city overall, typical of downtown patterns nationally.
- The population of the downtown study area is significantly older than the citywide population and contains a number of large senior housing developments.
- About a quarter of downtown housing units in the study area are single-family homes, and a third of housing units are in large developments of 50 units or more.
- The downtown study area population is classified by PSRC as having moderate to high risk of displacement due to redevelopment.
- Auburn is a historically blue-collar city and the majority of jobs and of job growth in the past 20 years has been in manufacturing, though few of these jobs are in the downtown area. The downtown area accounts for around 9 percent of all jobs in the city.
- Retail jobs make up the largest share of jobs in the study area, at 21.6 percent. The health care sector accounts for another 20.5 percent of downtown jobs, and MultiCare is the largest employer in the study area with 635 employees.
- The majority of employees in downtown Auburn do not live in the downtown area.

Economics

- Development in downtown Auburn has taken place within a small part of the downtown core, and the majority of the development has been housing over some ground floor commercial space.
- Although information and technology jobs are growing the fastest, driven by Seattle's dominance in tech industries, health care and government are both expected to add significant numbers of jobs in the coming years regionally. Auburn's existing cluster of medical facilities makes the downtown well positioned to take advantage of this regional trend.
- Most new retail uses will likely occupy existing space in historic buildings, new ground floor space in mixed-use developments, and adaptive reuse projects.
- Various incentives or programs may be appropriate to help reduce retail vacancies downtown and help catalyze more activity in the area, such as a commercial vacancy tax, and continued funding for the Business Improvement Association. One key tool is the city's Downtown Façade Improvement Grant Program, which should continue into the future and potentially be provided with more funding in order to be applied to a wider range of buildings and projects. One focus area of this tool should be Historic Main Street.
- Opportunity locations for redevelopment in the downtown include several blocks in the downtown core east of the most recent developments and a cluster of underutilized sites in the north subarea south of Fred Meyer, near the forthcoming BRT line.

Transportation

- As the City of Auburn updates the Comprehensive Plan to reflect a 2044 future year, the Downtown subarea will receive subsequent updates. There are several projects in and around the downtown subarea, such as the Sound Transit construction of a new parking garage to accommodate demand around the Sounder rail line. Additionally, plans in the vicinity of the downtown subarea will impact traffic needs in and around the study area.
- The downtown subarea has adequate sidewalk presence, but sidewalks are varying in age and conditions. There is limited separated bicycle infrastructure in the City, but the downtown area is in proximity to regional trails. There are also principal and minor arterials and freight rail lines running through the study area boundary. From a safety perspective, the city-wide Local Road Safety Plan found that a large number of collisions occur along principal and minor arterial roadways at major intersections.
- The City does not administer transit service. Transit service is provided through Sound Transit, King County Metro Transit, Pierce Transit, and Muckleshoot Tribal (MIT) Transit. The City also has Sounder rail service, operating on the north/south BNSF rail line.
- Finally, parking is offered through on-street public parking, off-street public parking, and off-street private parking.

- Currently, all intersections that fall within the downtown study area boundary operate at a Level of Service D or better, with the exception of one intersection (C St NW & 3rd St NW) operating at LOS F in the PM peak.

Public Services

- Public services that cover Downtown also serve areas beyond the study area. Public Services located within the study area are listed in this report. Future service needs will be assessed and identified in the City's 2024 Comprehensive Plan Update.
- There are two public high schools and one public elementary school located in or adjacent to the study area.
- There is already a need for new fire station that serves the Downtown area. Further development downtown may increase the need for that public service.
- The existing police station is planned to be moved elsewhere outside of downtown by 2044.
- The city's 2015 Park and Recreation Open Space Plan indicated Downtown as needing more open space, a finding that aligns with Urban Form section of this report.

Utilities and Stormwater

- Water service in the general downtown area is noted by staff as having existing and future capacity issues, which are being evaluated in an updated Water Services Plan and projects incorporated into the 2044 periodic comprehensive plan.
- Sewer lines run in alleyways throughout much of the downtown area, which can limit the type and size of development that can occur without moving these facilities.
- The City has regulations that must be adhered to in terms of utilities and stormwater. The City's Storm Drainage Utility coordinates the City's municipal NPDES permit compliance efforts and leads efforts to manage flooding in the City. In order to effectively plan for future activities and improvements for the storm drainage system, the City has undertaken comprehensive planning efforts specific to stormwater management that go beyond regulatory compliance.
- The City identifies the northeastern part of the Downtown study area – generally east of Auburn Ave. and north of Main St. – as within the City's Groundwater Protection Zone 1, where infiltration of stormwater runoff from pollutant generating surfaces is not allowed without enhanced treatment and approval from the City engineer, per the City's SWMM.
- Proposed development and growth should take into consideration potential adverse impacts to stormwater from potential increases in impervious surface.
- Public utilities should be upgraded and increased as necessary to accommodate growth and development.
- Attention to proper monitoring of water quality is crucial to public health and safety.

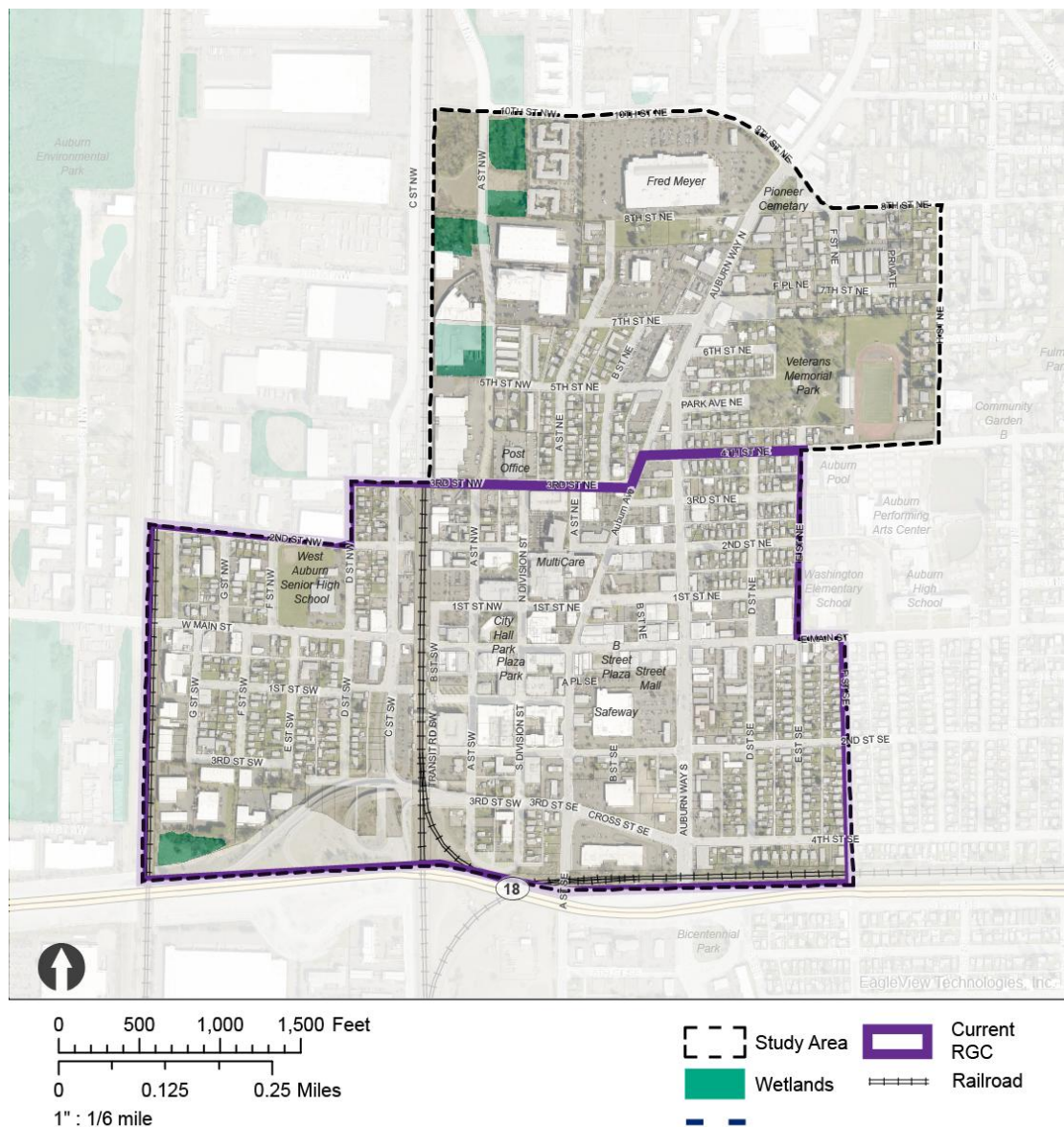
SECTION 1 INTRODUCTION

1.0 What Is the City of Auburn Downtown Subarea?

The City of Auburn Downtown Subarea is a unique and diverse area that includes a mix of land uses, sub-neighborhoods, and architectural styles. The Downtown Urban Center (DUC) zone applies to much of the DUC area and was intended to create a strong identity for downtown Auburn. The DUC also aligns with the Puget Sound Regional Council's (PSRC) Regional Growth Center area. The City of Auburn was first designated a regional growth center in 2003, and is now considered an Urban Growth Center, following the PSRC's Regional Centers Framework Update in 2018.

This Downtown Plan Update proposes a larger study area so that this plan may assess whether expanding the downtown to the north provides the City with new opportunities for residential and commercial growth while aligning with regional transportation investments. This new study area, which is 376 acres total, includes the DUC boundary, but expands to the north to 10th St NE and 8th St NE. The BNSF/Sounder rail corridor comprises the western border while the eastern border is defined by H St NE, 4th St NE, and E St NE.

FIGURE 1-1 Study Area Map



SOURCES: MAKERS (City of Auburn GIS data).

1.1 What Is the Subarea Plan?

The previous Auburn Downtown Plan & EIS was adopted in 2001 and has provided the framework for development of the City's downtown for the past 20-years. The document is now reaching the end of the planned time period and the City has also changed over that time. The revised Auburn Downtown Plan is envisioned to supplement the existing plan by providing a refreshed perspective of the land use, development, and transportation options serving the

downtown area. The City is also pursuing a Planned Action EIS with this project to streamline permitting and encourage more development within the downtown subarea.

1.2 What Is in This Report?

This document is an early step in the planning process and is intended to describe existing conditions in the study area. Topics addressed in this report are listed below. It should be noted that the order of topics in this report is based on the SEPA elements of the environment as listed in WAC 197-11-444.¹ This was done for convenience only and does not reflect importance or relative priority of any of the topics.

Natural Environment

Land Use

Urban Form

Housing and Socioeconomics

Economics

Transportation

Public Services

Utilities and Stormwater

The information in this report was compiled from existing available data and research findings; primary research was not conducted as part of this effort.

It is anticipated that this report will continue to be updated and revised as additional information is identified during the planning process. Ultimately, information in this report will help inform the future subarea plan.

A short summary of overarching themes and key findings associated with each of these topics is included in the section preceding this introduction. The balance of this report contains more detailed discussion of existing conditions for each topic area.

¹ The Urban Form and Economics are not specifically identified as SEPA elements of the environment and have been inserted near related topics.

SECTION 2 LAND USE

This chapter describes existing land use patterns, development types, mix of uses, scale and intensity of development, urban form, and land use compatibility. It also summarizes pertinent plans, policies and regulations, including the City's GMA Comprehensive Plan, land use and shoreline regulations, Puget Sound Regional Council requirements, and other applicable and adopted plans from the City of Auburn.

2.0 Existing Policies and Regulations

Local Policy Framework

CITY OF AUBURN COMPREHENSIVE PLAN

At the time this plan was developed the City of Auburn was in the process of updating the Comprehensive Plan, resulting in updates and changes to the existing plan's policies'. This Downtown Plan has every intent to follow the city's existing policies and procedures, but is also examining existing policies and procedures for potential needed revisions. Any proposed changes will follow all city code, ordinance, and processes needed if revisions are proposed and are not expected to have a significant adverse impact on the environment.

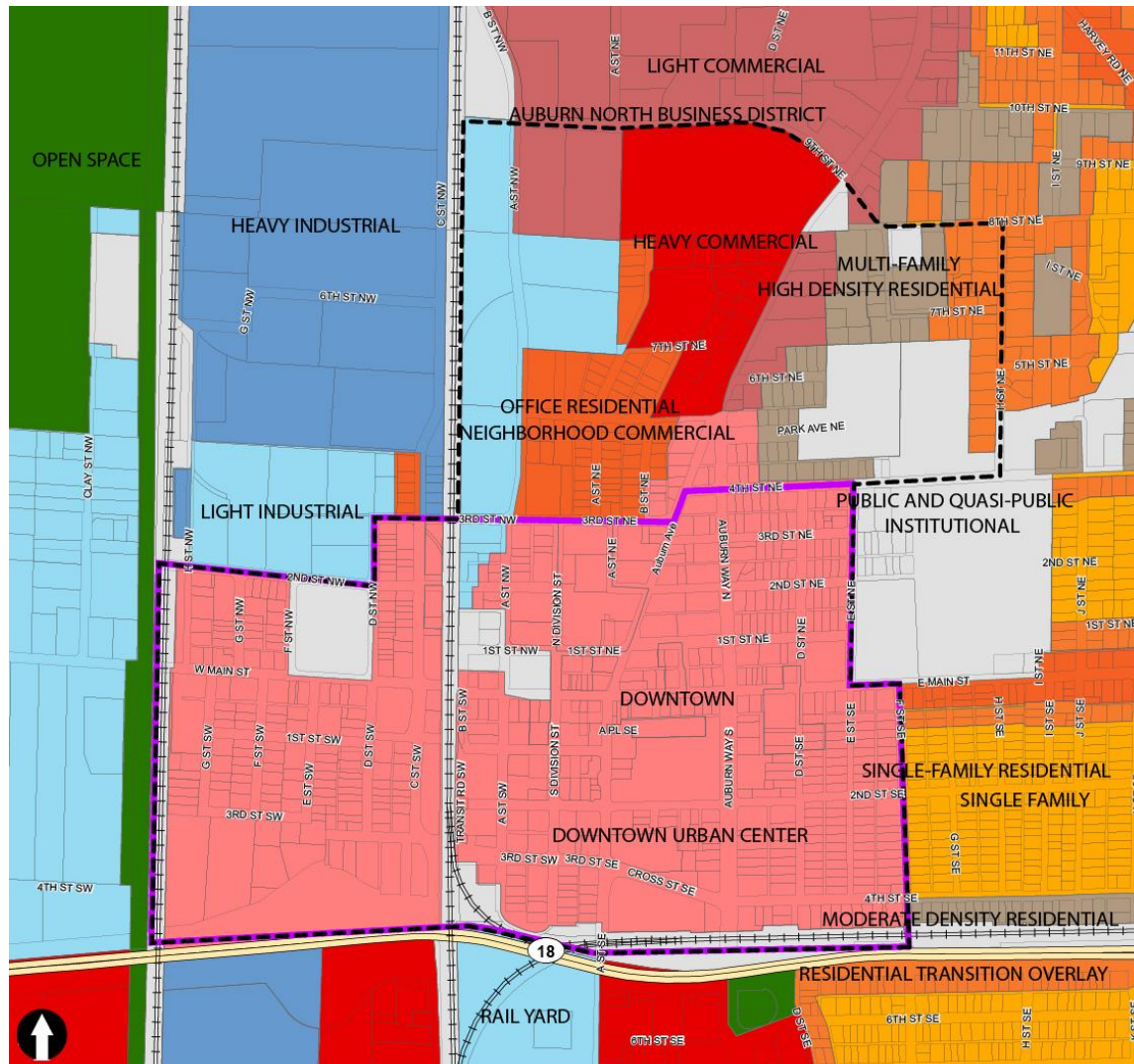
DOWNTOWN URBAN CENTER DESIGN STANDARDS

See Urban Form section.

2.1 Current Conditions

Current Land Use and Ownership

FIGURE 2-1 Land Uses



Land Use

ACADEMY	LIGHT INDUSTRIAL	PUBLIC AND QUASI-PUBLIC
AUBURN NORTH BUSINESS DISTRICT	MODERATE DENSITY RESIDENTIAL	RAIL YARD
DOWNTOWN	MULTI-FAMILY	RESIDENTIAL TRANSITION
DOWNTOWN URBAN CENTER	NEIGHBORHOOD COMMERCIAL	RESIDENTIAL TRANSITION OVERLAY
HEAVY COMMERCIAL	NEIGHBORHOOD COMMERCIAL OVERLAY	SINGLE FAMILY
HEAVY INDUSTRIAL	NORTHEAST AUBURN	SINGLE-FAMILY RESIDENTIAL
HIGH DENSITY RESIDENTIAL	OFFICE RESIDENTIAL	Study Area
INSTITUTIONAL	OPEN SPACE	Current Downtown / RGC
LIGHT COMMERCIAL	PAA PIERCE COUNTY	Railroad
		Auburn limits

FIGURE 2-2 shows the current uses in the study area, as reported by the King County Assessor. Single-family residential development is clustered in the eastern and western areas, with a larger degree of multifamily development in the northern area. Retail and commercial uses are centered along Auburn Way and Main Street, with a cluster of medical uses in the central area. There are also numerous parking lots in the central core, as well as some industrial uses along the railroad tracks and in the far southwest of the study area.

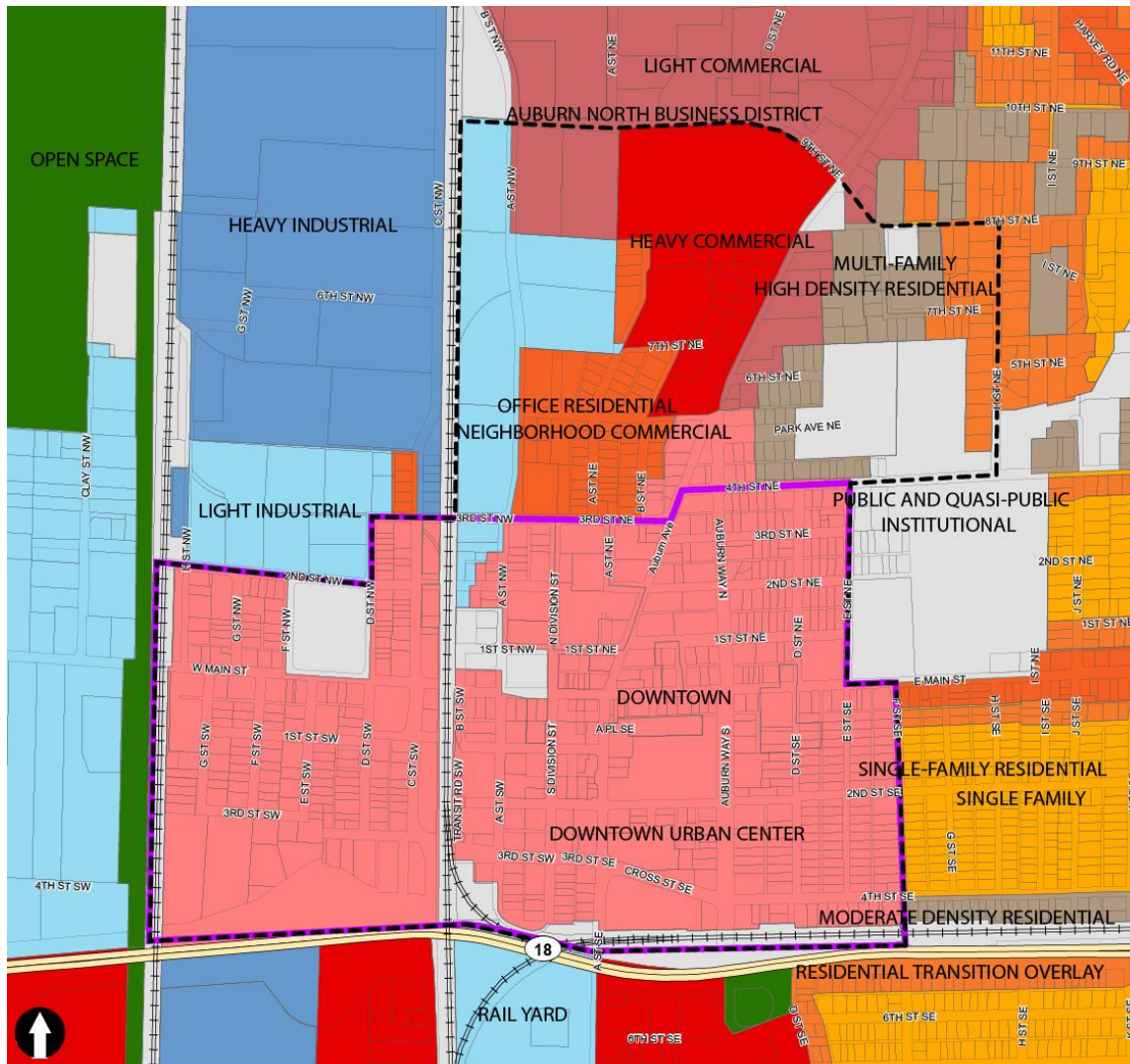
City-owned parcels within the study are shown in Figure 2-3. In addition to the Veterans' Memorial Park and several small parking lots, there are three main clusters of city-owned parcels:

- **City Hall** and the adjacent plaza in front of Legacy Plaza Senior Living

- The former **Auburn Avenue Theater** and adjacent apartment building, which were closed following a 2021 fire and purchased by the city. The Auburn Arts and Culture Center, currently being renovated on the site of a former post office, is located directly to the north of the former theater.
- The **Justice Center** complex, including the police station, justice center, and King County district court.

Currently underutilized and city-owned parcels may be potential sites for redevelopment, particularly the sites which were purchased by the city in the Downtown Core following the 2021 fire. Redevelopment opportunities will be discussed in section 6.3, “Development Areas.”

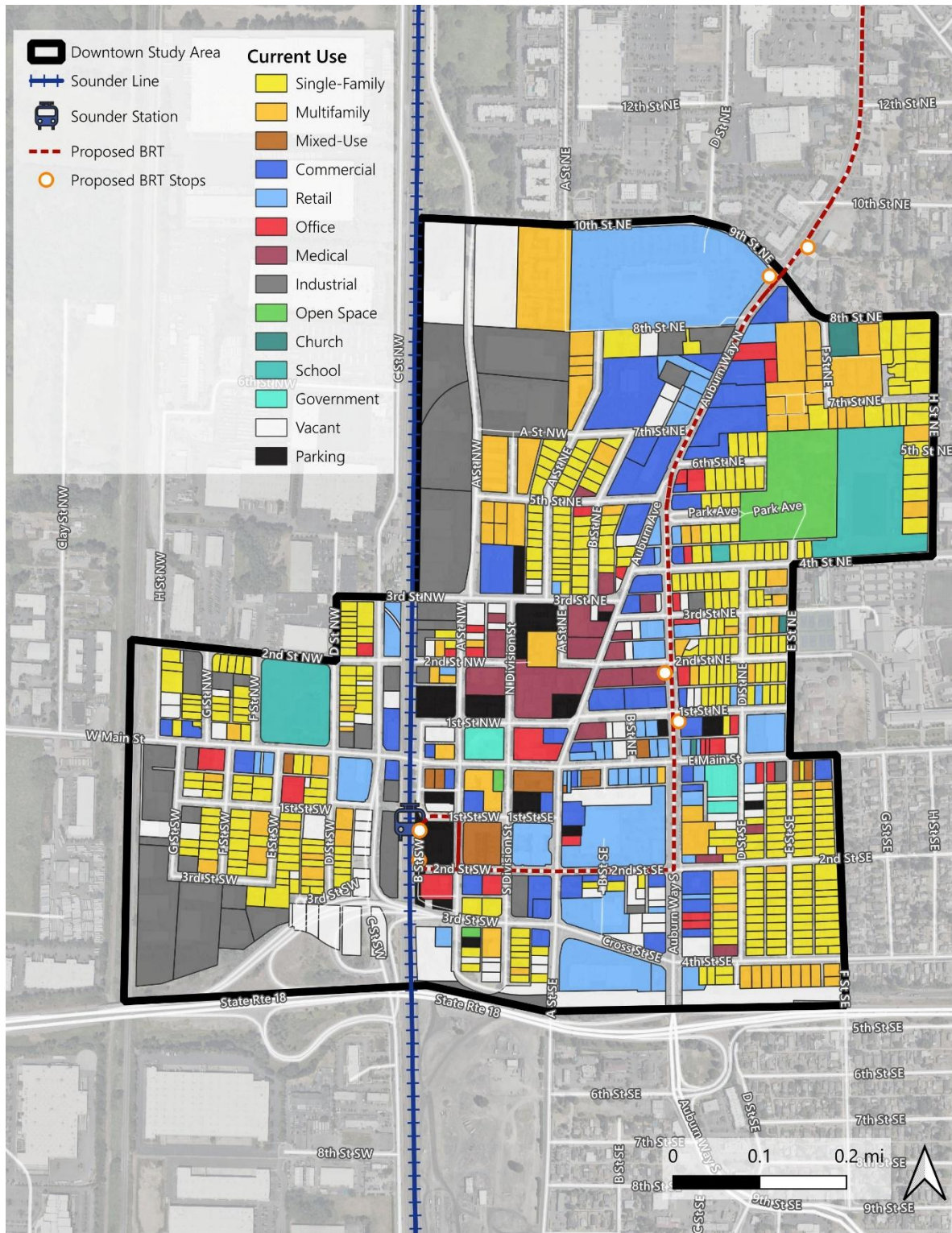
FIGURE 2-1 Land Uses



Land Use

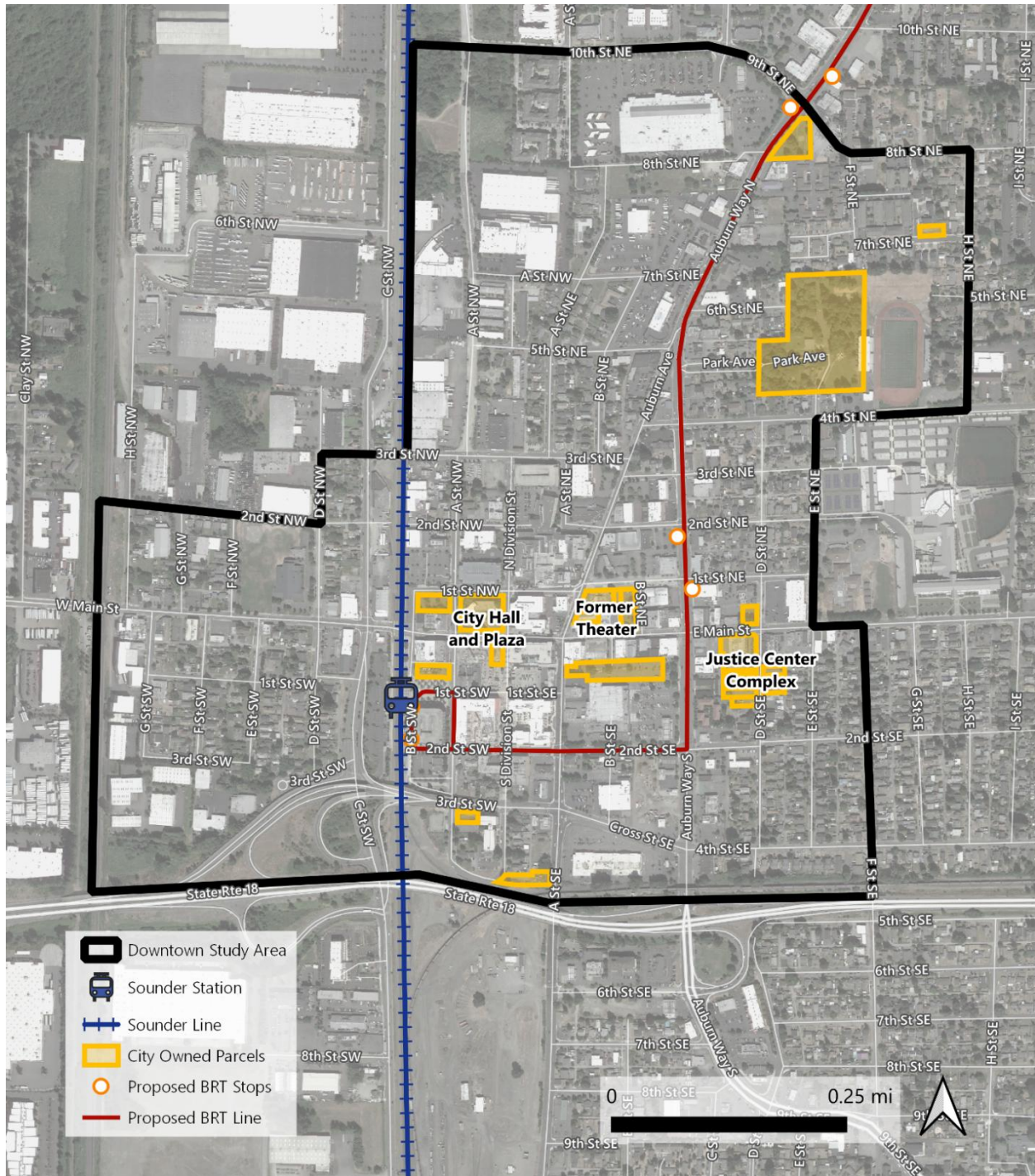
ACADEMY	LIGHT INDUSTRIAL	PUBLIC AND QUASI-PUBLIC
AUBURN NORTH BUSINESS DISTRICT	MODERATE DENSITY RESIDENTIAL	RAIL YARD
DOWNTOWN	MULTI-FAMILY	RESIDENTIAL TRANSITION
DOWNTOWN URBAN CENTER	NEIGHBORHOOD COMMERCIAL	RESIDENTIAL TRANSITION OVERLAY
HEAVY COMMERCIAL	NEIGHBORHOOD COMMERCIAL OVERLAY	SINGLE FAMILY
HEAVY INDUSTRIAL	NORTHEAST AUBURN	SINGLE-FAMILY RESIDENTIAL
HIGH DENSITY RESIDENTIAL	OFFICE RESIDENTIAL	Study Area
INSTITUTIONAL	OPEN SPACE	Current Downtown / RGC
LIGHT COMMERCIAL	PAA PIERCE COUNTY	Railroad
		Auburn limits

FIGURE 2-2 Current Uses in Auburn Downtown Study Area



Source: King County Assessor, Leland Consulting Group

FIGURE 2-3 City-Owned Land in Downtown Study Area

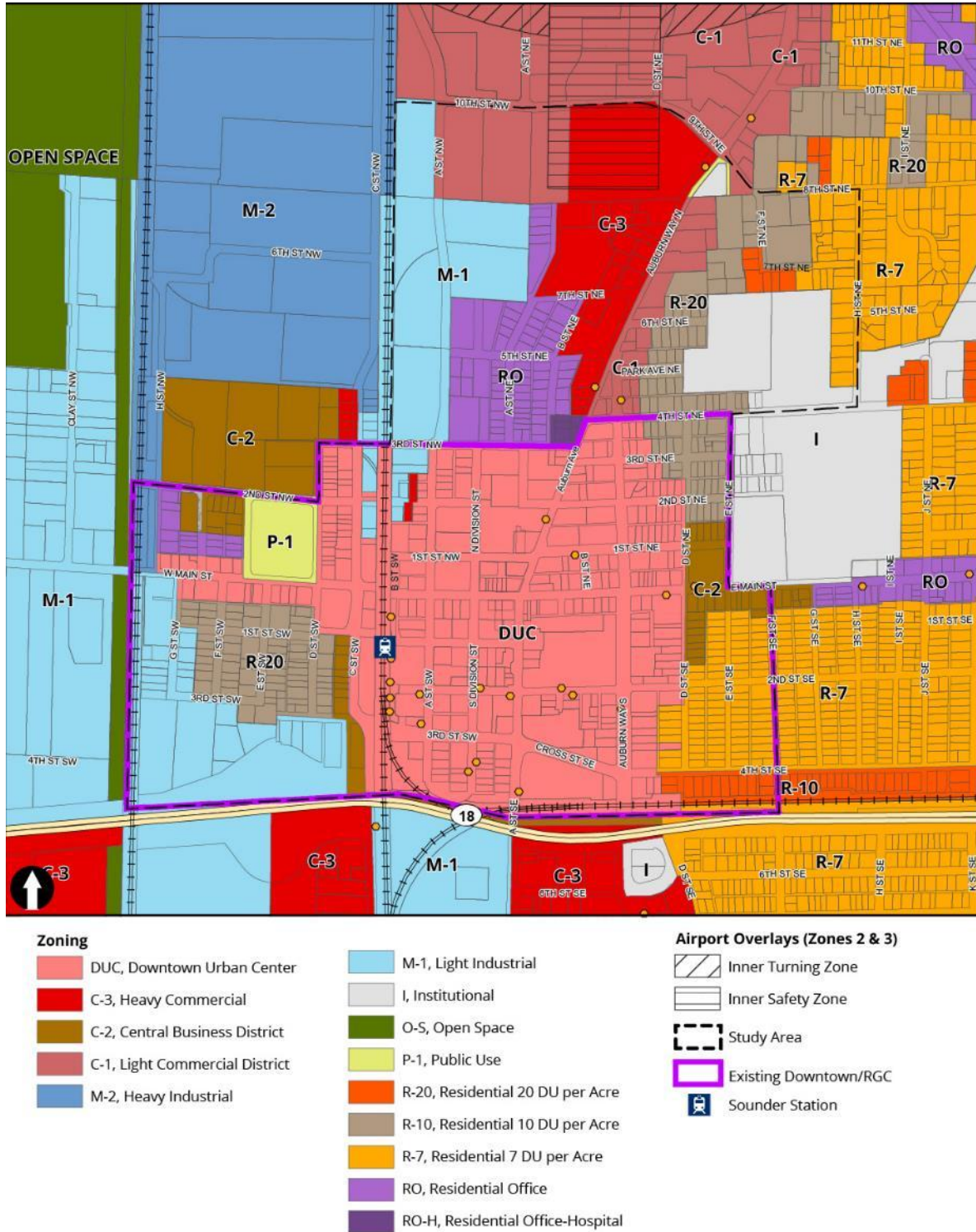


Source: King County GIS, Leland Consulting Group

Current Zoning

The study area includes a diverse mix of existing zones including light industrial, auto-oriented commercial areas, the mixed-use, pedestrian-oriented DUC zone, and residential areas that are predominatnly single-family houses. **FIGURE 2-4** Map of Existing ZoningFigure 2-4 below illustrates the distrbution of the zones across the subarea while Table 1-1 provides an overview of zones wihtin the study area.

FIGURE 2-4 Map of Existing Zoning



SOURCES: City of Auburn GIS data, MAKERS

TABLE 2-1 Existing Zones within the Study Area

Zone	Description/Intent	Size (acres)
Commercial Zones		
Downtown Urban Center - DUC	Create a distinct and strong identity for downtown Auburn that produces a concentration and mixture of commercial, office, medical, retail, residential and civic uses within the downtown area; encourages private and public investment, attract shoppers and visitors, and appeal to existing and new residents; and provides a development pattern that supports pedestrian movement, bicycles and use of public transit.	133.13
Light Commercial District - C1	Intended for lower intensity commercial adjacent to residential neighborhoods. This zone encourages leisure shopping and provides amenities conducive to attracting shoppers and pedestrians.	23.4
Central Business District - C2	Set apart the portion of the city proximate to the center for financial, commercial, governmental, professional, and cultural activities. Uses in the C-2 zone have common or similar performance standards in that they represent types of enterprises involving the rendering of services, both professional or to the person, or on-premises retail activities. This zone encourages and provides amenities conducive to attracting pedestrians.	11.9
Heavy Commercial District - C3	Allow for medium to high intensity uses consisting of a wide range of retail, commercial, entertainment, office, services, and professional uses. This zone is intended to accommodate uses which are oriented to automobiles either as a mode or target of the commercial service while fostering a pedestrian orientation.	29.09
Residential Zones		
Residential R7	Create a living environment of optimum standards for single-family dwellings. It is further intended to achieve development densities of five to seven dwelling units per net acre. This zone will provide for the development of single-family detached dwellings and for such accessory uses as are related, incidental and not detrimental to the residential environment.	24.46
Residential R10	Permit some increase in population density in those areas to which this classification applies by permitting single-family dwellings and duplexes ... maintaining a desirable family living environment by establishing minimum lot areas, yards and open spaces. A related consideration is to provide a transition between single-family areas and other intensive designations or activities which reduce the suitability for single-family uses.	5.61
Residential R20	Provide for multiple-family residential development and is further intended as a residential zone primarily of multiple-family residences, except as specifically provided elsewhere in this chapter.	39.04
Residential Office District – RO	Accommodate small-scale business and professional offices, medical and dental clinics, and banks and similar financial institutions at locations where they are compatible with residential uses. Some retail and personal services may be permitted if supplemental to the other uses allowed in the zone. This zone is intended for those areas that are in transition from residential to commercial uses along arterials or near the hospital.	23.41
Residential Office District (Hospital) -RO-H	The RO-H designation is to be used exclusively for the hospital area, located in the vicinity of 2nd Street NE and Auburn Avenue, and is intended to be used for medical and related uses and those uses compatible with the medical community.	1.04

Industrial Zones		
Light Industrial District – M1	Accommodate a variety of industrial, commercial, and limited residential uses in an industrial park environment, ... and to provide a greater flexibility within the zoning regulations for those uses which are non-nuisance in terms of air and water pollution, noise, vibration, glare or odor. The light industrial/commercial character of this zone is intended to address the way in which industrial and commercial uses are carried out rather than the actual types of products made.	58.79
Heavy Industrial District – M2	Accommodate a broad range of manufacturing and industrial uses. Permitted activity may vary from medium to higher intensity uses that involve the manufacture, fabrication, assembly, or processing of raw and/or finished materials. Heavy industrial uses should not be located near residential development.	2.29

SOURCES: Auburn City Code, Title 18 Zoning, MAKERS

2.2 Regional Growth Center Considerations

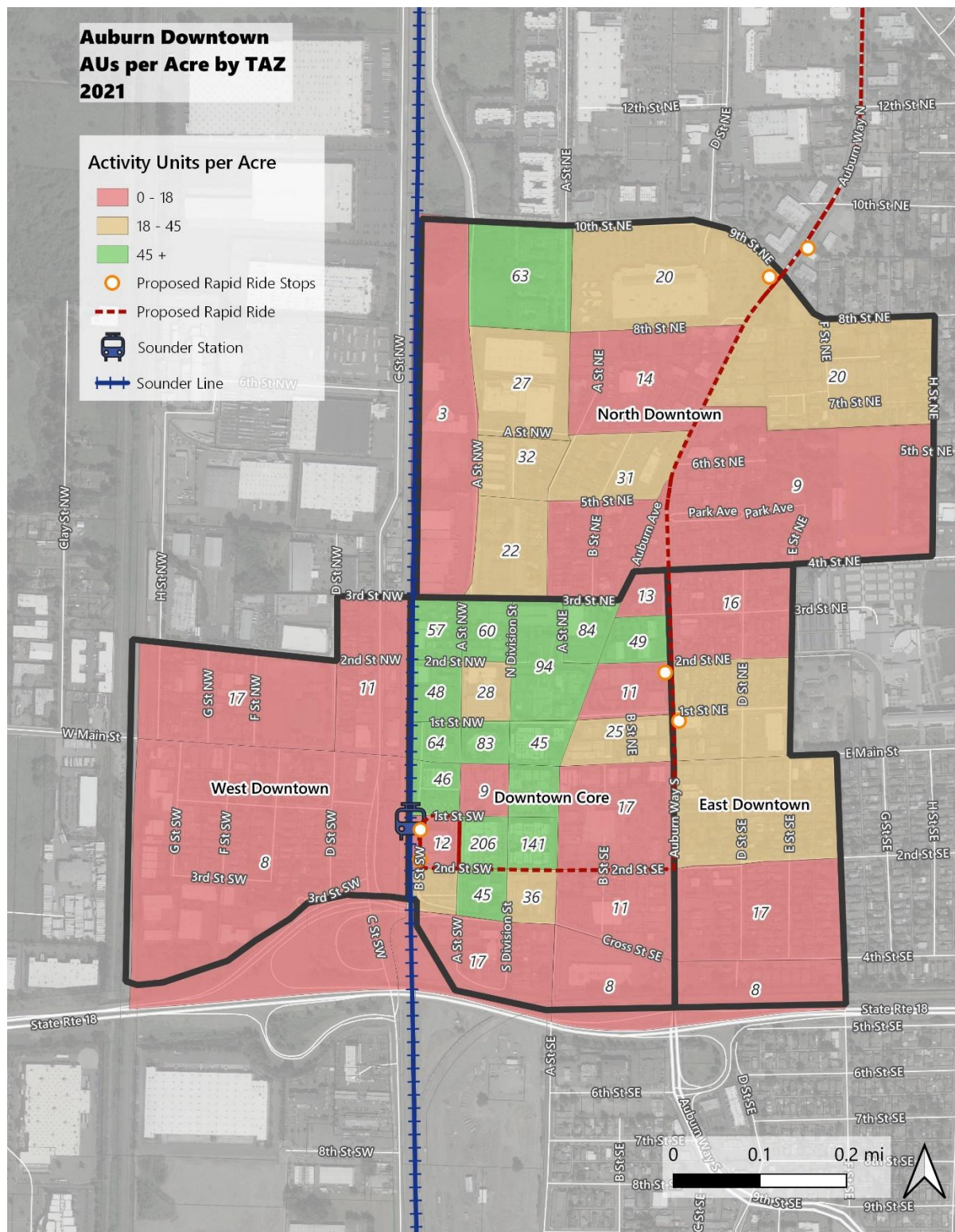
The Puget Sound Regional Council (PSRC) uses “Activity Units” to measure density of development and potential for growth within the Regional Growth Center framework. An “activity unit” is one person or one job. As discussed above, the current Auburn Downtown Urban Center Regional Growth Center (RGC) is comprised of the Core, East, and West Downtown subareas of the study area. RGCs and other types of centers are eligible as “priority areas for PSRC’s federal transportation funding” and “support VISION 2050’s objective of encouraging development of compact, livable centers as an opportunity to accommodate a significant portion of the region’s growth.” PSRC’s requirements require a number of criteria for Urban Growth Centers:

- Minimum **18 activity units per acre** existing density
- Minimum **45 activity units per acre** planned density
- Size between **200 and 640 acres**
- Minimum mix of **15%** residential and employment activity²

Figure 2-5 shows the current RGC Boundary along with the activity unit density by Traffic Analysis Zone (TAZ). Auburn’s TAZs have recently been updated as part of its current comprehensive planning process. The number shown below on the map is the total Activity Units (AUs) (people and jobs) per acre within each TAZ. Red TAZs represent an AU density **below** the current minimum RGC threshold of 18. Yellow TAZs show an AU density **between** the current minimum of 18 and the planned minimum of 45, and green TAZs are already **in excess** of the planned minimum of 45 AUs per acre

² Puget Sound Regional Council. “Regional Centers Framework Update.” March 22, 2018.
<https://www.psrc.org/media/3038>

FIGURE 2-5 Current Activity Units per Acre by TAZ with RGC Boundaries, 2021



Source: PSRC, City of Auburn, Fehr & Peers, Sound Transit, King County, Leland Consulting Group

The current and projected units, population, jobs, and AUs are shown below in Table 2-2 and Table 2-3. These projections were created using a number of assumptions:

- Population in the downtown area has increased rapidly in the past decade. It is forecast to continue to increase, but at a slower rate. This scenario assumes the next 20 years will see a **yearly population growth of 2.4 percent** – 25 percent less than the rate seen over the past decade.
- Most of the single-family neighborhoods in the study area are relatively built-out and most new residential development can be expected to occur in multifamily projects such as those recently seen in the downtown core. However, some middle housing (i.e., townhome development and ADUs) may take place. We estimate this would account for about 5 percent of new housing in the area, with **95 percent of housing in multifamily units**.
- The current household size in the study area is 2.12 people per household. These projections assume this will **remain consistent**, as it is already within the common range for downtown areas and Transit-Oriented Developments (TOD).
- This forecast assumes that jobs in the study area will increase at a rate of **0.6 percent per year**, an average between the rates seen over the past 10 and 20 years.

TABLE 2-2 2021 Activity Units in Downtown Study Area

Downtown Area	Housing Units	Population	Jobs	Activity Units	Acres	AUs/Acre
West	138	349	491	840	72	11.7
Core	664	1341	2618	3,959	90	44.0
East	231	563	445	1,008	55	18.2
North	691	1455	1245	2,700	144	18.8
Total	1,724	3,708	4,799	8,507	361	23.6
Current RGC Boundary	1,033	5,807	3,554	5,807	217	26.7

Source: Leland Consulting Group

TABLE 2-3 2044 Activity Units in Downtown Study Area (Projected)

Downtown Area	Housing Units	Population	Jobs	Activity Units	Acres	AUs/Acre
West	410	900	575	1,475	72	20.5
Core	2459	4931	3617	8,548	90	95.0

East	357	815	557	1,372	55	24.8
North	1031	2135	1553	3,688	144	25.7
Total	4,257	8,781	6,302	15,083	361	41.8
Net New	2,533	5,073	1,503	6,576		18
Current RGC Boundary	3,226	6,646	4,749	11,395	233	48.9

Source: Leland Consulting Group

This analysis suggests that the downtown study area would capture approximately 18 percent of new housing unit target (12,000 units) and 7 percent of its new jobs target (19,520 jobs) set forth in the PSRC VISION 2050 framework.

As shown above, the current AU density in the study area is 23.6, with a projected increase to 41.8 by 2044. The current RGC shows 26.7 AUs per acre with a projected increase to 48.9 by 2044.

2.3 Preliminary Land Capacity Analysis

Table 2-4 shows a preliminary analysis of the required land for the projected development needed to accommodate the population and job increases discussed above. The analysis uses the King County assessment of vacant and redevelopable parcels within the study area and their current zoning and finds that **if all vacant or redevelopable parcels were used, there would be a surplus of 34.4 acres of land beyond what would be required to accommodate the projected 2044 increases in population and jobs within the study area.** This analysis uses several assumptions as follows:

- As above, **95 percent** of new housing units are expected to be multifamily units, with the rest comprised of infill and middle housing development such as townhomes and ADUs.
- Allowed single-family density is assumed to be **13.5 units per acre**, an average of the allowed densities of single-family zones in the study area.
- Multifamily density is assumed to be **100 units per acre**. The average density of the five most recent developments in Auburn's downtown is 167 units per acre. Given that these are particularly dense developments, a more conservative estimate was used assuming there may be some smaller podium developments or lower density apartment development, potentially in the northern area.
- A figure of **400 square feet per job** was used, based on the assumptions in the 2021 King County Urban Growth Capacity Report

TABLE 2-4 Required and Available Land in Auburn Downtown Study Area, 2022

Acres Required	Vacant/Redevelopable	TOTALS
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Downtown Area	Single-Family	Multifamily	Employment	Residential	Commercial/Mixed	Total Available	Total Required	Surplus/Shortage
West	0.3	1.7	1.6	5.5	2.2	7.7	3.6	4.0
Core	1.6	8.8	2.9	0.0	17.1	17.1	13.3	3.8
East	0.5	2.7	0.8	0.6	1.9	2.5	4.0	-1.5
North	1.6	9.1	2.6	4.3	24.7	29.0	13.3	15.8
Total	3.9	10.1	7.9	10.4	45.9	56.3	21.9	34.4

Source: City of Auburn, King County, Leland Consulting Group

2.4 Key Findings and Implications for Plan

POPULATION AND EMPLOYMENT FORECASTS

- By 2044, the downtown area can be expected to add 4,534 new residents in 2,196 new housing units and 1,356 new jobs, based on recent development and employment trends. Based on King County's assessment of vacant and redevelopable land, the downtown area has sufficient land capacity for this level of development.

ZONING CONSIDERATIONS

- The DUC zone already applies to much of the DUC area. Lower-density zone areas are primarily in West Downtown, East Downtown, and North Downtown areas.
- Zoning changes that increase density on current C1 areas could offer transit-oriented development opportunities.
- There is a small amount of Heavy Industrial zoning in the West Downtown Area, which may not be fully compatible with overall vision for the subarea.
- The Central Business District Zone, which covers East Main St has no setbacks and a different height limit from surroundings but still high parking requirement.

STRENGTHS AND OPPORTUNITIES

- Staff and stakeholders voiced a belief that the revitalization of downtown Auburn is underway, but that the revitalization process is not complete—there is more to come.
- Souder and upcoming King County RapidRide services are assets to future development within downtown.
- The city-owned Auburn Avenue Theater and former Max Apartments site presents a significant opportunity and challenge for the city, as the vision appears to be to recreate a theater along with ancillary development.
- Other city-owned properties, such as surface parking lots, could offer additional sites for new development, or could continue to serve as surface parking. These property assets will enable the City to play a significant role in guiding Downtown's development in the

coming decades, through renovations, modifications, and/or major redevelopment projects.

- There are a number of large and mid-size commercial properties in downtown. Most have large surface parking areas that reflect parking ratios desired by commercial tenants in the mid- to late-20th century.
 - In the short and medium term, businesses on these sites may continue to operate as they have in the past. However, looking over a 20+ year time horizon, these sites appear to offer redevelopment opportunities that can accommodate more mixed-use development.
 - Some of the buildings will reach the end of their lifespan and the sites can be redeveloped in a way that reflects their highest and best use—as denser, mixed-use projects. Some existing tenants can be brought back into new mixed-use projects as ground floor tenants.

SECTION 3 URBAN FORM

This section covers the current form and condition of the built environment within the study area.

3.0 Existing Policies and Regulations

Local Policy Framework

DOWNTOWN URBAN CENTER DESIGN STANDARDS

The DUC Design Standards provide design direction and guidance for buildings, sites and landscape areas, streets and streetscapes, and signage to encourage a cohesive, pedestrian-oriented urban fabric. The guidelines were first adopted in 2007 and have been amended several times since.

MAIN STREET VISION PLAN

Vision plan for streetscape and pedestrian improvements for East Main Street. Thorough analysis highlights street grid and block length challenges, as well as pedestrian and bike access needs.

Current Conditions Overall Urban Form

Urban form within the subarea shows significant diversity within a small geographic area. Industrial areas along the two railway corridors reflect the industrial and agricultural heritage of the City of Auburn. Early and mid-20th century buildings within the Downtown Core and along W/E Main St ground more recent, dense urban development at the heart of the DUC. Public plazas, walkable streets, and permeable ground-floors further contribute to the pedestrian-oriented city-center area.

Auto-oriented commercial areas, particularly along arterials, support a range of commercial uses, but also create circulation challenges for people walking, biking, and accessing transit through the area. The office and medical hub around MultiCare feels distinct from the surrounding areas, and could offer more development opportunities.

Residential areas include single-family neighborhoods east of Auburn Way S and some multi-family complexes east of Auburn Ave. Veterans Memorial Park is key amenity for the area north of Downtown, providing green space and recreational opportunities.

The existing pedestrian environment ranges significantly throughout the study area, reflecting both the breadth of existing uses, recent investments and redevelopment, and aging infrastructure and

areas where updates are needed. Elements that contribute to safe and comfortable pedestrian environments include sidewalk widths adequate to support adjacent uses, street trees for shade and planting areas to provide buffer from vehicle traffic, buildings that relate to and engage streetscape, pedestrian lighting, seating opportunities, and public art.

Feedback from early stakeholder and community engagement identified several key themes and needs:

- Want more things to do downtown – place to eat, shop, etc. The theater that burned was mentioned as significant loss multiple times in both community event and at stakeholder meetings.
- Want downtown to be a central gathering place for all – needs to feel welcoming and safe, have good lighting at night to enhance security, etc.
- Need for more open space and green space
- Multimodal investments are important - Streetscape improvements are important for economic development
- Need for more diverse housing options – having more residents downtown will help with overall revitalization.
- Finding affordable commercial spaces are a key current challenge for existing local businesses.

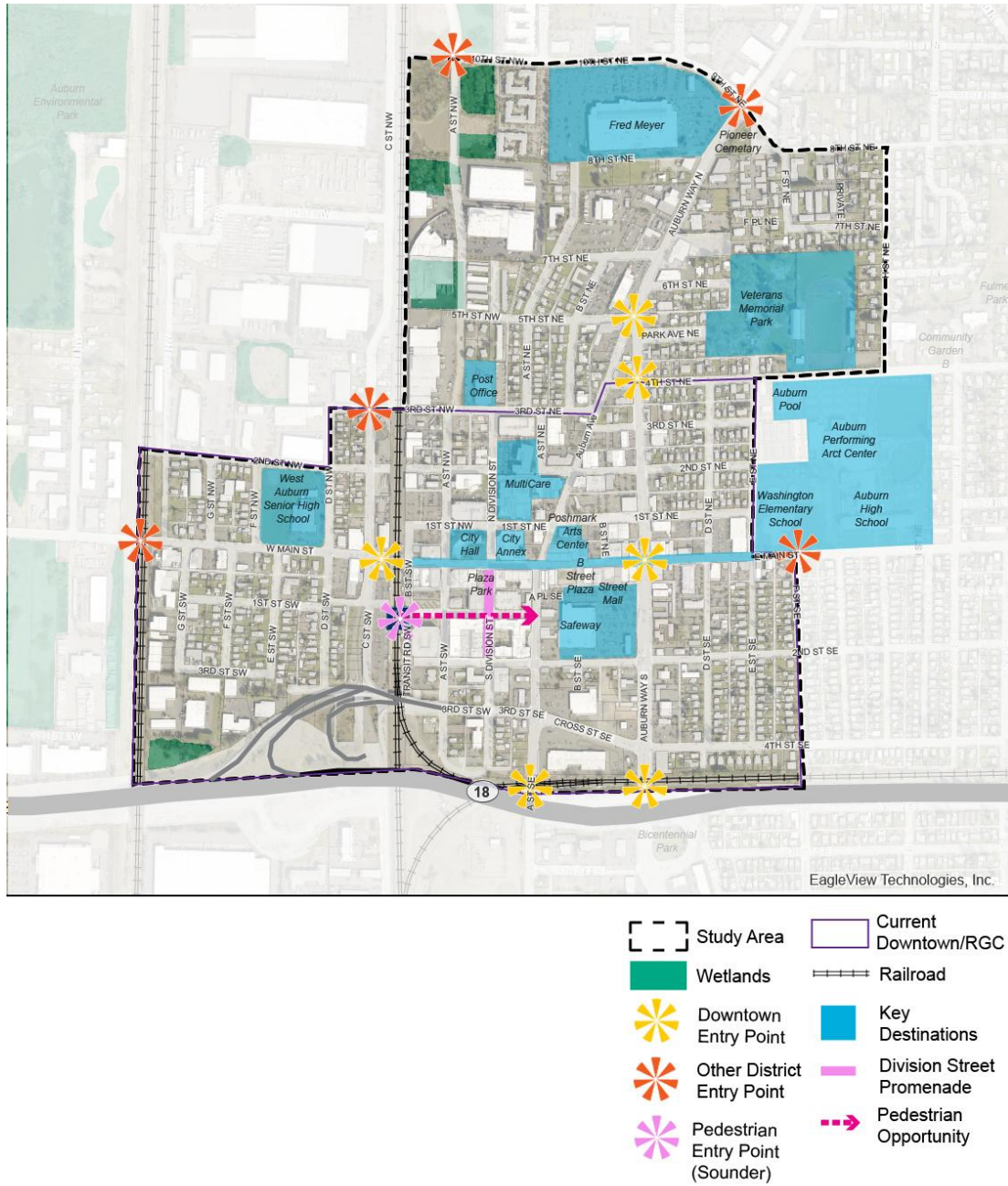
GATEWAYS AND DESTINATIONS

There are several natural gateways into the study area, as well as into the Core Downtown area. While most are currently auto-oriented, some could offer multimodal opportunities in the future. The Souder Station offers an important pedestrian gateway into downtown.

Key destinations include:

- MultiCare
- Souder Station
- City Hall
- Safeway
- Fred Meyer
- W/E Main Street Businesses
- Former Theater (planned future Arts/Community Hub)

FIGURE 3-1 Gateways and Destinations



SOURCES: MAKERS

PHYSICAL BARRIERS

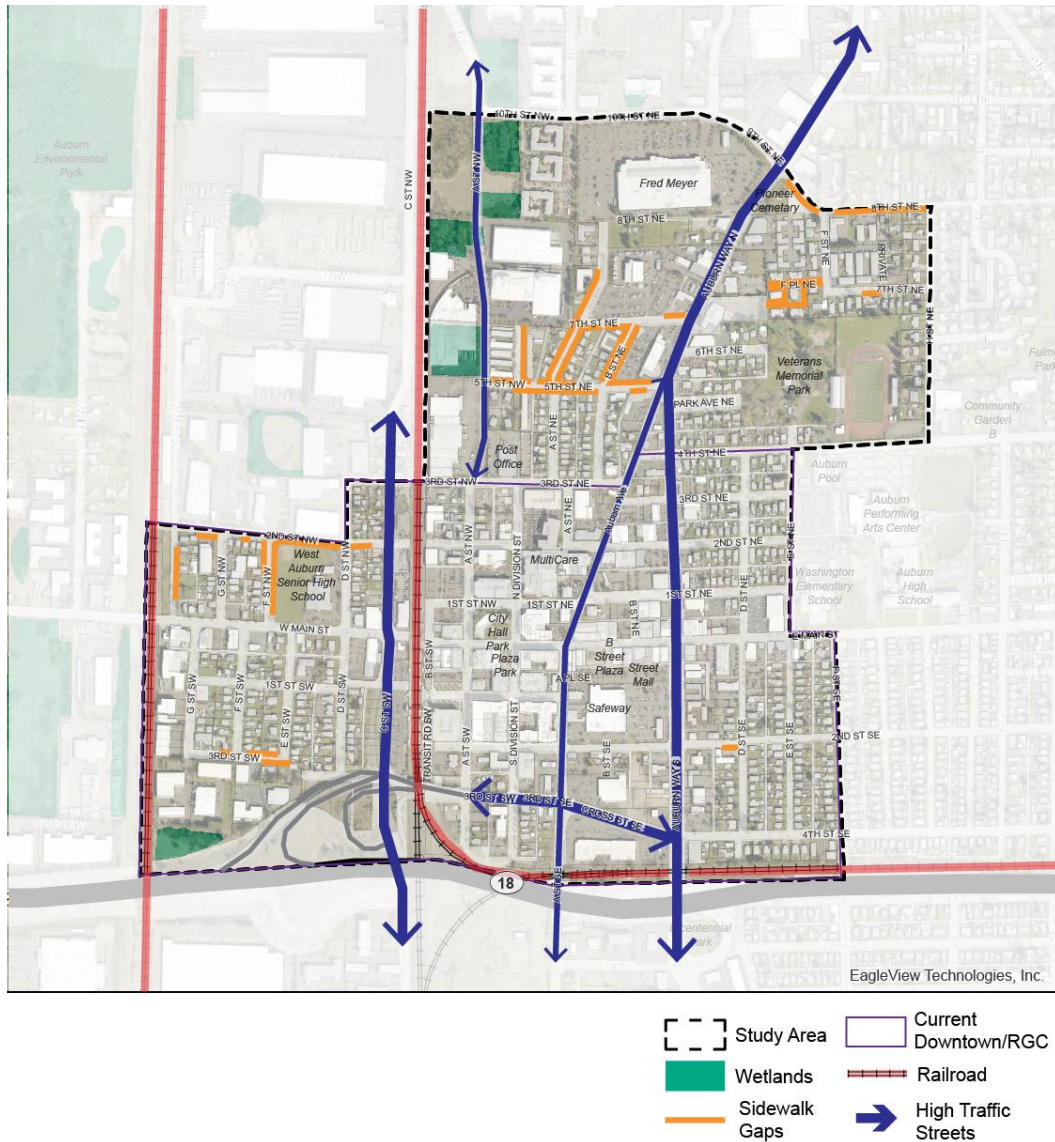
Recent mixed-use development and street improvements within the Downtown Core have improved the pedestrian environment, however arterial streets and auto-oriented commercial areas continue to present challenges to comfortable circulation for people walking, biking and using transit. The BNSF/Sounder railway corridor, coupled with the scale and traffic along the C St arterial do not promote a welcoming pedestrian environment between West Downtown and the Downtown Core. Pedestrian underpass connections below SR18 are not inviting for pedestrians and the area lacks a sense of welcome into the Downtown Core for traveling from South Auburn neighborhoods. A safety analysis found that some Principal Arterial and Arterial streets, which carry higher numbers of vehicles, have higher numbers of collisions. (See Safetyon page 7-16.)

The plan will review the arterials to determine what types of improvements (eg. streetscape improvements with redevelopment as well as crossing safety improvements at intersections) will be needed to enhance multimodal circulation and make the overall area more walkable.

Arterials to investigate include:

- Auburn Ave
- Auburn Way S
- C St NW
- 10TH St NE
- Cross Str SE

FIGURE 3-2 Physical and Circulation Barriers

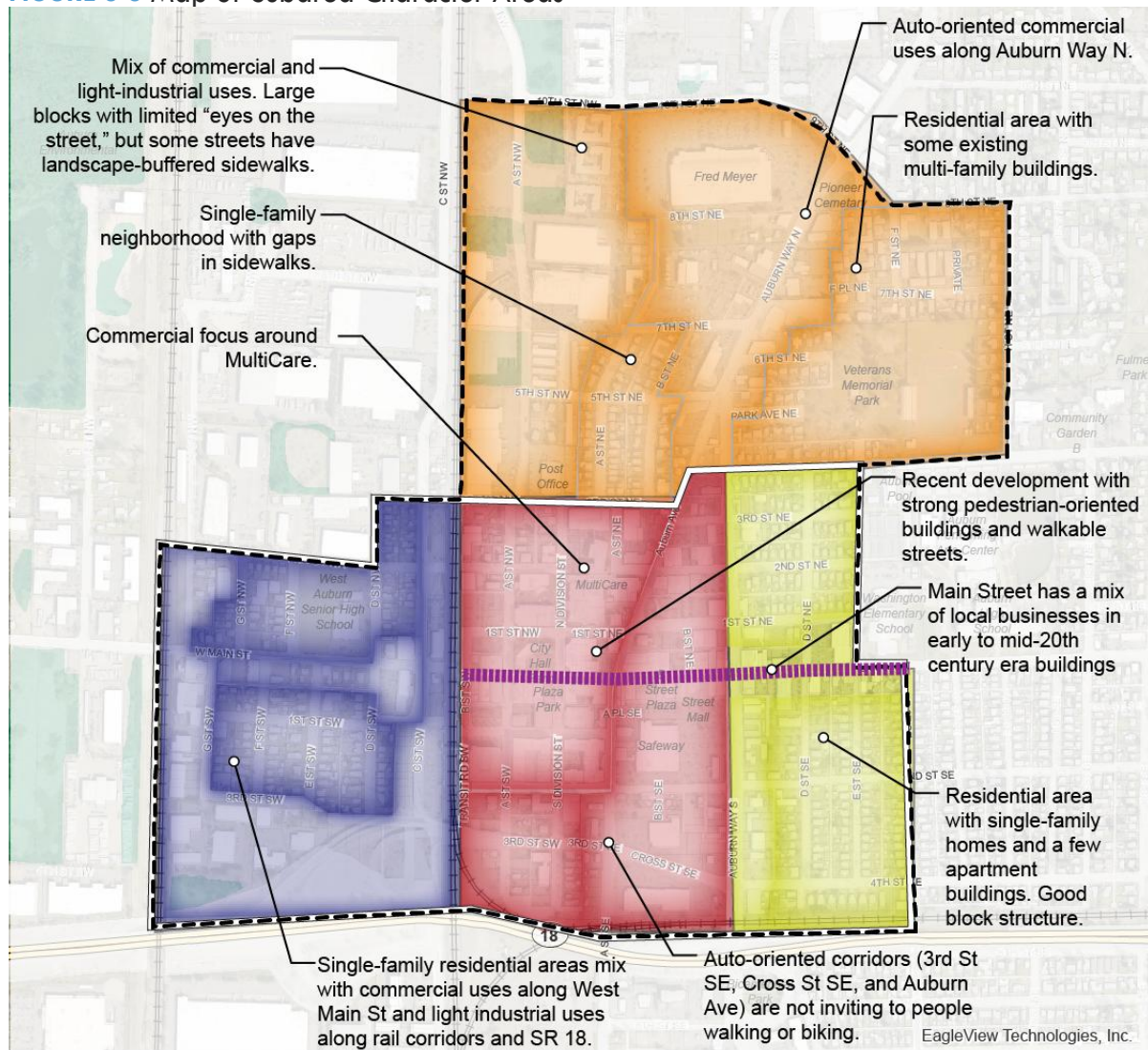


SOURCES: MAKERS

Downtown Districts

To better understand current conditions within the subarea and analyze future opportunities, the team divided the subarea into four districts and assessed current conditions within each: Core Downtown, West Downtown, North Downtown, and East Downtown.

FIGURE 3-3 Map of Subarea Character Areas



Source: MAKERS

DOWNTOWN CORE

The Core Downtown area was the primary focus of the 2001 Downtown Plan and has seen significant public and private investment over the last two decades. These investments have resulted in a strong pedestrian environment, with streetscapes that are accessible, support adjacent use need, and invite people to walk. The curbless design along a portion of S Division St is a key investment that supports a pedestrian-oriented core downtown area, and could be utilized for festivals or other public events. Public plazas within the Core Downtown area further support the pedestrian environment.

The Core Downtown area also retains some two and three-story older buildings, which reflects the historic built form of Downtown Auburn. These buildings are primarily located along the Main Street corridor, but are also present in other areas within the Downtown Core.

A mix of new and historic pedestrian-oriented building types and successful implementation of pedestrian-friendly street design has created a walkable urban form in many parts of the Downtown Core. With a walkable built form in place a remaining challenge is to increase activity by focusing on existing under-utilized commercial spaces, as well as programming of open spaces and streets. Even in relatively pedestrian-friendly areas, opportunities remain to reallocate street space and parking areas for uses that better support a more vibrant public realm and business environment, and to improve the comfort and interest of the public realm through street trees, water features, and art.

Recent Redevelopment

Redevelopment in this area has been concentrated in the blocks west of B Street NW, east of A Street SE, south of W Main Street, and north of 2nd Street SE, though some new developments are located outside of this area. Several sites with large parcels, older buildings, and/or car-oriented commercial uses with large parking lots in the Core Downtown could provide future infill development opportunities.

MultiCare Hub

MultiCare, located west of Auburn Ave, between 1st Street NE and 3rd Street NE, is a major employer and destination that anchors the northern end of the Core Downtown area. MultiCare plans to expand within existing parking areas of the site. Sound Transit also has plans to build a new parking garage structure in this area.

Auto-oriented Commercial

Some auto-oriented commercial uses remain in the downtown core, such as along the corridors of S 3rd St SE, Cross St SE, and Auburn Way S. The Safeway grocery store, an important community asset for downtown, has a large surface parking lot that could present future infill development opportunities. The east-west alignment of the Safeway site and the Sounder station and pedestrian plaza could offer a strong multimodal connection within downtown.

Industrial

There are also a few industrial commercial uses in the Core Downtown area west of A Street NW and north of 1st St NW, along the BNSF/Sounder railroad corridor. These include warehouses, surface parking lots, and some outdoor storage to support commercial activities.

FIGURE 3-4 Images of the Downtown Core



Source: MAKERS

MAIN STREET CORRIDOR

Once one of the principal shopping destination in the valley, Main Street retains a mid-20th century style, with single-story commercial buildings and small businesses lining the street. The commercial area engages pedestrians with small-scale storefronts, multiple windows and clear sidewalks, pedestrian lighting, and public art. The commercial street is home to a diverse mix of small and local businesses, many of which have multilingual signage and likely serve Auburn and South King County residents from diverse cultures and ethnic backgrounds. It crosses both the Core Downtown and the East Downtown character areas.

There are a few 2-3 story early 20th century buildings along W Main Street (west of N Division St) that connect to the history of downtown and include groundfloor uses that activate the corridor. Many of the buildings along E Main Street (east of N Division St) retain the mid-century architectural style of a commercial street, with small department stores and shops mixing with office and civic buildings. The aging buildings in this area also reflect a range of condition – some have been updated while others may require increased maintenance or renovation to continue to support existing or new commercial uses.

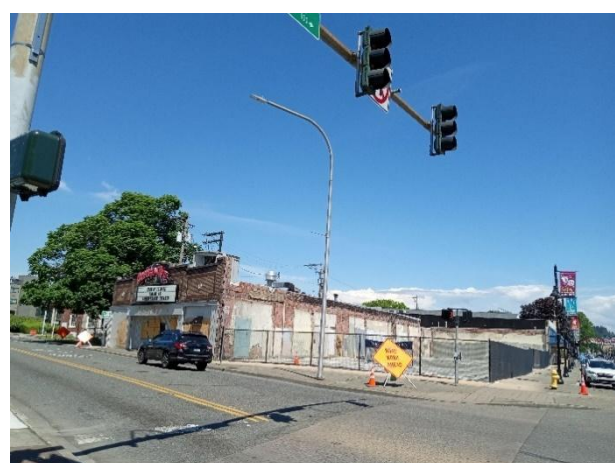
Sidewalk improvements along portions of E Main St also contribute to an inviting and comfortable pedestrian environment. Street parking buffers pedestrians from vehicle traffic in these areas, but as pedestrian volumes increase, these parking spaces could become opportunities to expand pedestrian space.

There is an emerging opportunity for the City to make new investments at the properties where the Auburn Arts and Culture Center and the Auburn Ave Theater are located. The Auburn Ave Theater was impacted by a fire at an adjacent building, but the City is exploring new opportunities for these sites, which could provide an arts and cultural hub between the Core Downtown are and East Downtown and Main Street.

FIGURE 3-5 Images of Main St Corridor



Source: MAKERS



Source: MAKERS

WEST DOWNTOWN

The West Downtown area is located west of the BNSF/Sounder railroad corridor and C St NW arterial and east of the Union Pacific railroad corridor. The intersection of E Main St and B St NW is one of the key vehicle gateways into the Core Downtown area, but access is challenging for pedestrians and bikes in this location. The intersection is also a major barrier for people with limited mobility. The Sound Transit Sounder station overpass that is located to the south only crosses the railroad corridor, so people with limited mobility have to travel out of their way, and then still must cross a major arterial to get to West Downtown. (See Transportation for more information on multimodal access in the study area.)

West Main Commercial Uses

W Main St features a mix of commercial uses, some located in formerly residential buildings, including several small, locally-owned businesses. The west Main St corridor has sidewalks and

some public art, but intermittent parking areas and differing setback patterns along the corridor fail to provide strong definition to the space.

Residential/Industrial Mix

North and south of Main St, West Downtown has a small grid of streets, with inconsistently sized block featuring an eclectic mix of residential, commercial, and light industrial uses. West Auburn Senior High School, a technical high school alternative for Auburn students, anchors the area. A mostly residential neighborhood surrounds the school, comprised primarily of older single family houses.

The street grid in the area is somewhat irregular, with smaller blocks and parcels along W Main St, and larger blocks (a few with alleys) and larger parcels to the north and south. Industrial uses are most common at the extreme north and south of the area, with larger, more recently constructed warehouses and flexible business parks.

FIGURE 3-6 Images of West Downtown



Source: MAKERS

NORTH DOWNTOWN

Unlike other parts of downtown, the area north of 3rd Street NE was developed after WWII and has historically been somewhat separate from Downtown Auburn. It has a more-auto-oriented built form and less-complete street grid, but could present opportunities for future redevelopment and infill residential. This area has the most diverse mix of uses and existing building styles within the study area.

Commercial Corridors

Auburn Ave is a key arterial corridor through this area, creating some divisions and distinctions between uses. Commercial uses predominate along both the Auburn Ave and the Auburn Way N corridors, which are flanked by residential areas on both sides. Fred Meyer is the existing commercial anchor at the northern edge.

Industrial Uses and Business Parks

On the western edge industrial uses, similar to those in the Core Downtown area, extend from the BNSF railroad corridor east to A Street NW (and to A Street NE in some areas.)

Residential Pockets

Pockets of single family residential located between 3rd Street NW/NE and 7th Street NE that have a smaller street grid than the Core Downtown or and industrial portions of the study area. The presence of alleys in residential street grid areas both east and west of Auburn Ave provide good site access, creating the opportunity for infill housing.

East of the Auburn Way corridor is a mixed residential area with single-family and multifamily housing. The area has limited internal street connectivity, with many small private roads and driveways. Veterans Memorial Park is a key open space and cultural asset in this area. The boulevard style of the Park Ave entrance, with the alley of mature existing trees, is unique and adds green infrastructure to the area. This area is also close to Auburn High School and the Auburn Performing Arts center, and key community destination in Auburn.

FIGURE 3-7 Images of North Downtown Area

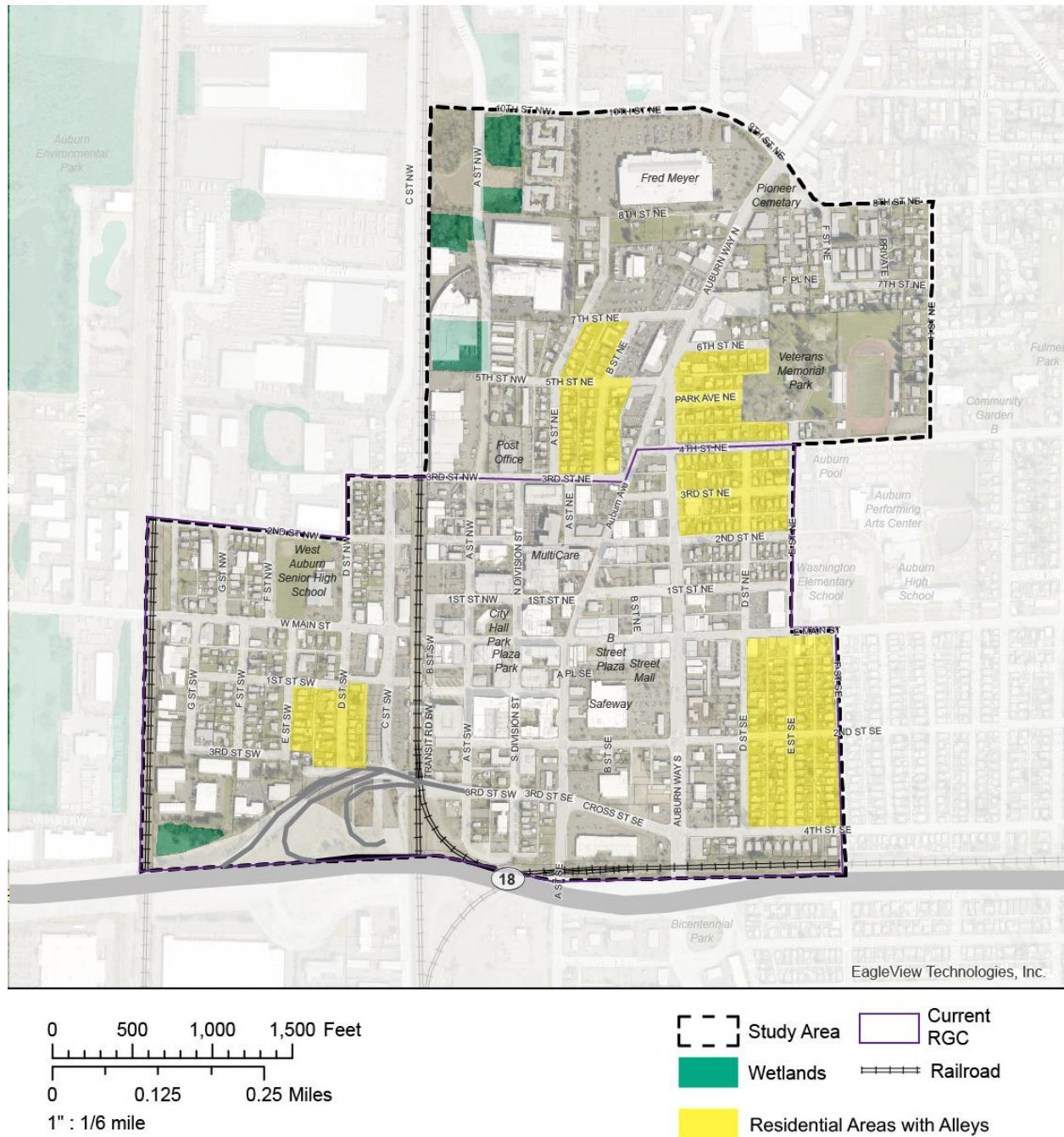


Source: Google Street View



Source: Google Street View and Google Maps

FIGURE 3-8 Residential Areas with Alley Access



SOURCES: MAKERS

EAST DOWNTOWN

Residential Surroundings

North and south of E Main Street is a single-family residential neighborhood with a well-connected street grid of blocks approximately 350 by 600 feet and pre-war houses on small lots. The neighborhood is within close and easy walking distance of E Main Street businesses and the Core Downtown area. There are a few multifamily developments along Auburn Way S as well.

FIGURE 3-9 Example MF and SF typical in the East Downtown Area



Source: Google Street View

Views and Solar Access

- Likely not a big driver for Downtown Plan – not a lot of existing views, streets not oriented to Rainier vistas
- Solar access may be a consideration for new park development

3.1 Key Findings and Implications for Plan

- Study area includes diverse range of existing housing – potential to increase multifamily, but also missing middle housing types.
- There is very little open space and tree canopy cover in the study area (except for some in residential areas and Veterans Memorial Park.) Downtown would benefit from more green open space and access to shade to reduce urban heat.
- Downtown has limited class II and class I³ bikeways although the downtown area is in proximity to regional trails.

³ This refers to the definitions for Biking LOS standards that the city is using for the 2024 Comprehensive Plan update. Class II bikeways are generally bicycle lanes in the roadway but separated from vehicular traffic. Class I bikeways are bicycle facilities that are outside the roadway and are usually separated from roadway traffic by curbing, landscaping, buffer hardscaping, or physical barriers.

- Many arterial streets have minimum five-foot-wide sidewalks without planter strips. Some busier streets with higher traffic volumes don't feel welcoming or comfortable for pedestrians.
- Historic buildings in many areas provide link to the past.
- Value of Veterans Park – asset for redevelopment in surrounding area around the park (North Downtown)
- School district facilities may also provide some open space benefit – need to confirm access by community
- Redevelopment of Downtown Core is delivering a strong pedestrian built environment.
- Plan should explore opportunities to increase activation through groundfloor commercial uses, events, creative streetscape uses/programs, and/or linking of public space and streetscape improvements.
- There are several retail spaces in newer developments that have been slower to fill, leaving vacant groundfloor spaces at the street level.
- MultiCare is a major employer, and anchors a small subdistrict within downtown. Expansion plans may bring opportunities to continue to develop this hub.
- Historic Main Street has a special form that cannot be duplicated in new suburban development. Main Street provides a sense of history and authenticity.
- Access through the area is challenged by arterials, sidewalks that don't meet current standards, and gaps in sidewalk infrastructure in some areas.
- Arts and culture is a resonant theme within the community and could help support further revitalization, particularly between along the East Main Street corridor.

SECTION 4 NATURAL ENVIRONMENT

This chapter describes existing natural environment conditions within the City of Auburn Downtown study area based on available city and regional GIS data. This is a high-level assessment of the natural environment within downtown Auburn to inform the development of the downtown Plan. Additional investigation may be needed if any of these elements are included in Planned Action EIS that is associated with this downtown Plan.

4.0 Existing Policies and Regulations

This section identifies City policies and regulations for critical or environmentally sensitive areas.

Critical Areas

The City of Auburn regulates six types of critical or environmentally sensitive areas, pursuant to Washington State Law (RCW 36.70A.060 and WAC 197-11-908). Auburn City Code (ACC) Chapter 16.10 includes regulations for protecting and reducing and mitigating impacts to:

- Wetlands
- Streams
- Wildlife Habitat
- Aquifer Recharge Areas
- Geologically Hazardous Areas
- Flood Hazard Areas

4.1 Current Conditions

This section identifies the critical and environmentally sensitive areas that are on the site, as well as describes additional aspects of the natural environment of the City of Auburn Downtown Plan study area that may be considered as the plan develops.

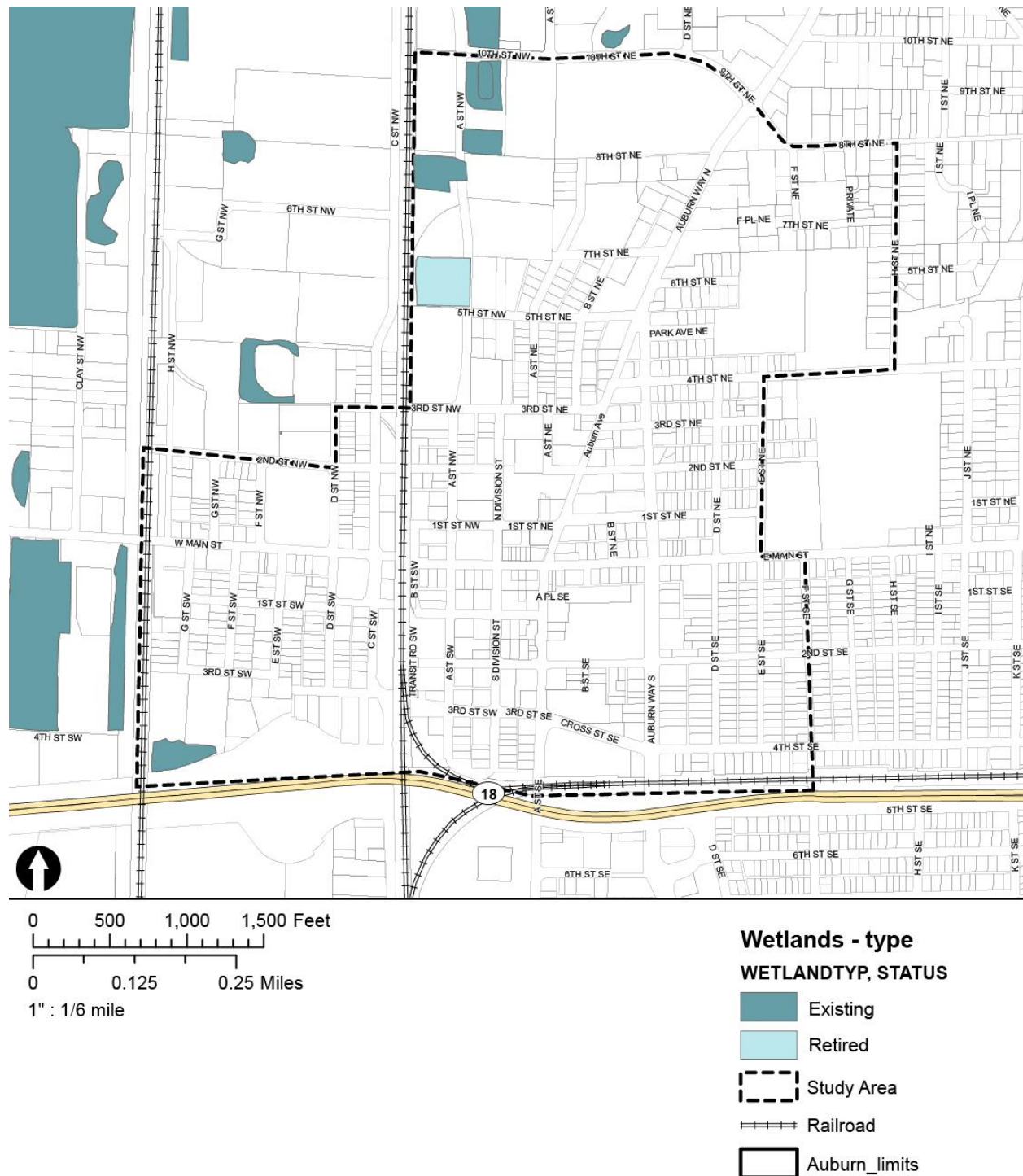
Wetlands, Streams, and Wildlife

WETLANDS

There are wetlands present within the study area in two general locations. North Downtown, adjacent to the A St NW corridor, and in West Downtown in the very SE corner of the study area,

adjacent to SR 18. Exhibit ZZ illustrates the locations and categorization of each wetland. Identification of these critical areas is based solely on City GIS resources – no field investigations have been made to further delineate the boundaries of these wetlands. All the wetlands in the subarea are located on heavily developed land, on or adjacent to industrial land uses and/or highway corridors.

FIGURE 4-1 Map of Existing Wetlands



SOURCES: City of Auburn GIS Data, MAKERS

STREAMS

No existing streams are shown within the City of Auburn Downtown Plan study area on the City's online GIS map or the King County Critical Areas online GIS map.

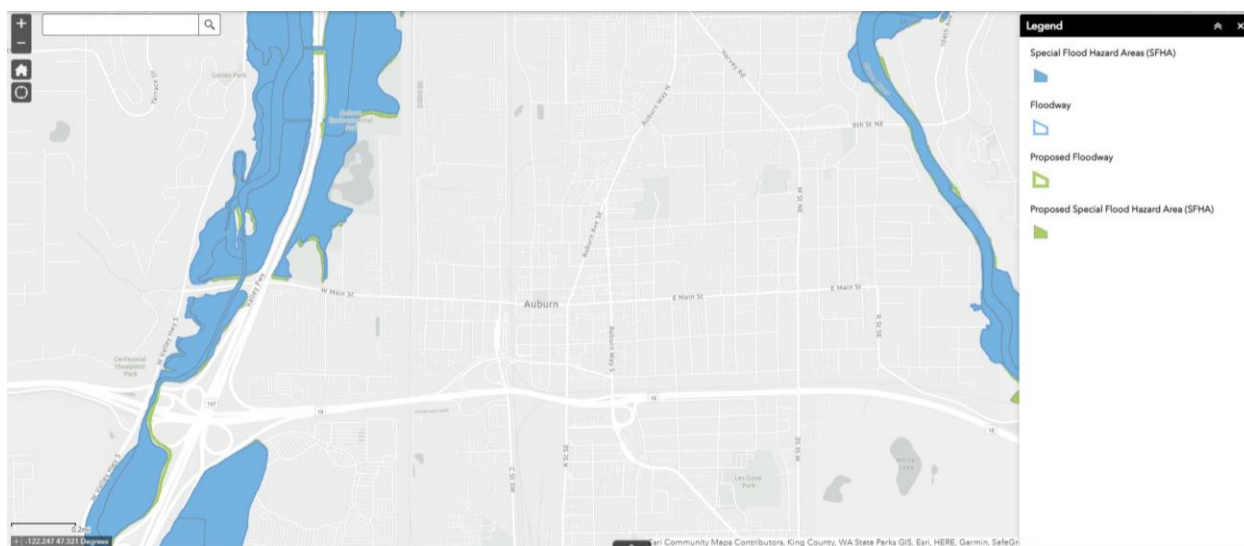
WILDLIFE

Given the highly developed context of Downtown Auburn, there is limited current opportunity for wildlife habitat. Some wildlife are likely present in existing wetland areas but there are no fish-bearing streams or habitat areas mapped by City or King County in the study area.

Flood Hazard Areas

No existing flood hazard areas are shown within the City of Auburn Downtown Plan study area, though there are some mapped flood hazard areas to the east along 167 and the Auburn Environmental Park.

FIGURE 4-4-2 Existing FEMA Flood Hazard Map

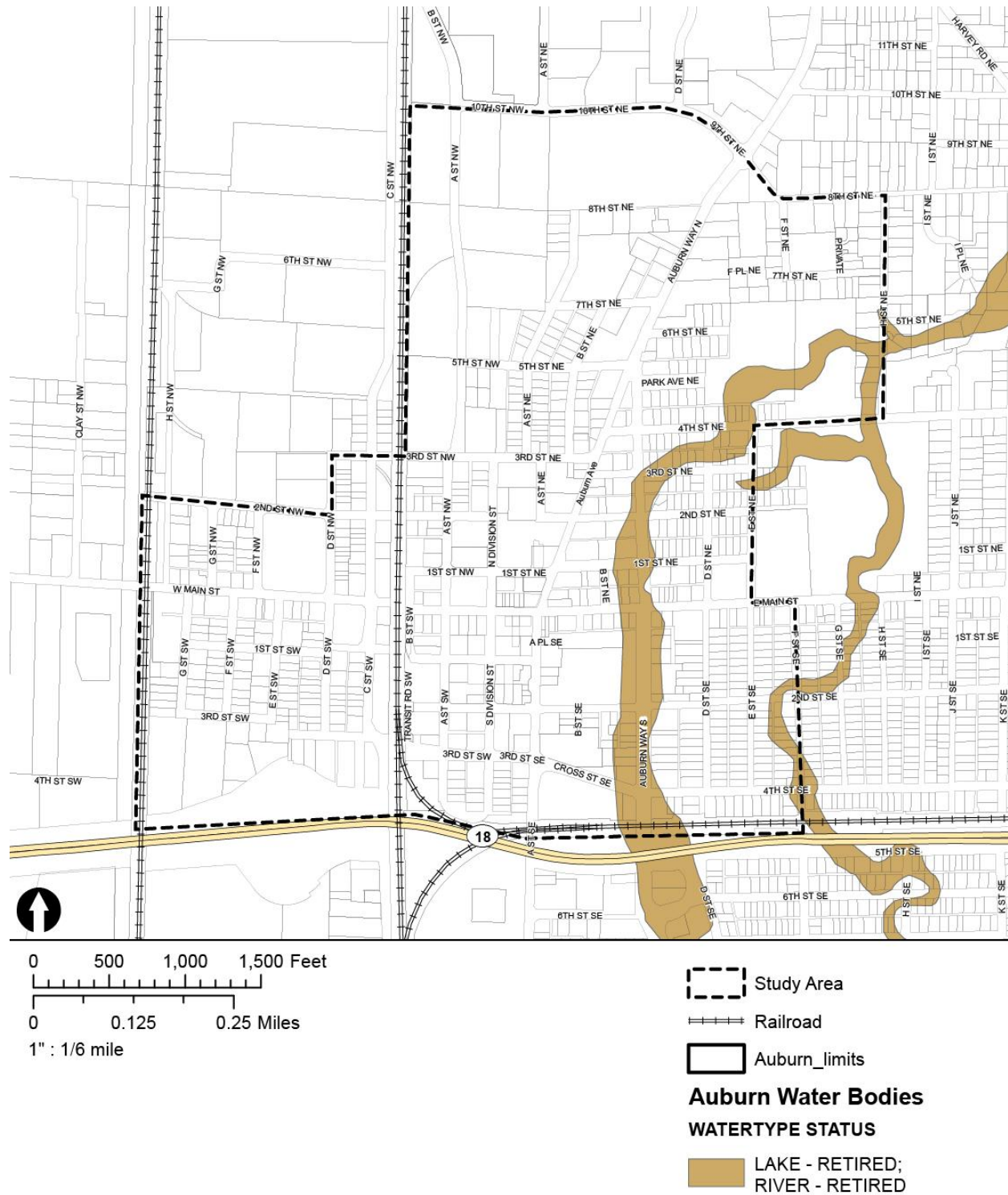


Source: City of Auburn Interactive GIS Map

Flood Historic River flows

The land on which downtown Auburn is located was shaped by the historic flows and flood patterns of the Green and White Rivers. The Green and White River Valleys were once active floodplains, prone to periodic flooding and channel migrations. Prior to 1906 the White River flowed through Downtown Auburn, along the general alignment of today's Auburn Way S corridor. A major flood in 1906 permanently changed the course of the White River, which allowed for the development of downtown Auburn in the early 20th Century. The construction of the Howard Hanson Dam further regulated river flows in the area, protecting Green River Valley communities from repeated flood risk.

FIGURE 4-3 Historic river flows through Downtown Auburn



SOURCES: City of Auburn GIS Data, MAKERS

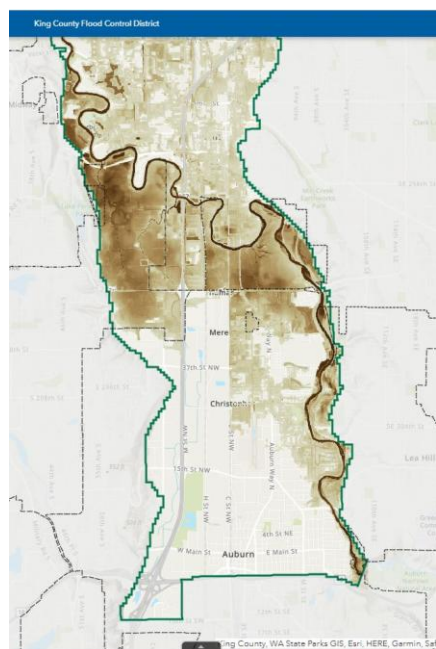
ADDITIONAL FLOOD INFORMATION

Lower Green River Flood Hazard Mitigation Plan

The King County Flood Control District is currently preparing a Lower Green River Corridor Flood Hazard Management Plan to address flood hazard challenges for communities along the Lower Green River. The Study Area for that plan includes Downtown Auburn. However, interactive maps developed for the study's EIS show no elevated flood risk for areas within the City of Auburn Downtown Plan study area boundaries.

The King County Flood Control District is currently studying flood control options for the Lower Green River Valley. The study area for the project includes downtown Auburn. However, the sites interactive map does not show an elevated flood risk for the area.

FIGURE 4-4 Lower Green River Flood Hazard Management Plan



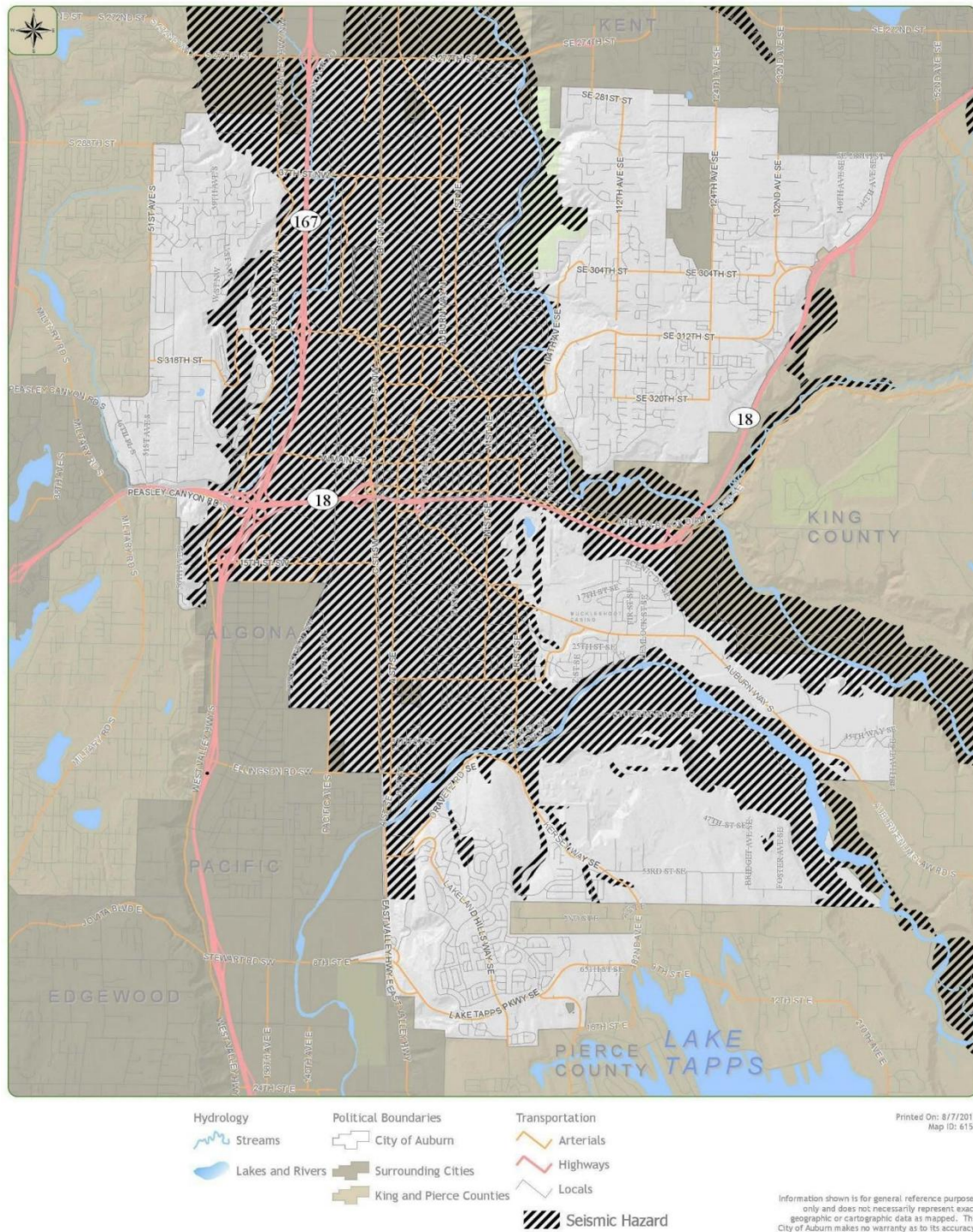
SOURCES: King County Flood Control District, Lower Green River Corridor Flood Hazard Management Plan.

Landslide, Geologic Hazards, and Volcanic Hazards

No existing landslide hazards or critical aquifer recharge areas are shown within the City of Auburn Downtown Plan study area on the City's online GIS map or the King County Critical Areas online GIS map.

The City of Auburn, like communities throughout the Puget Sound Region, is susceptible to major earthquakes. The soils throughout the study area are at a high-risk of liquefaction in the event of an earthquake. Older buildings, particularly unreinforced masonry structures, can be particularly susceptible to earthquake damage.

FIGURE 4-5 Seismic Hazards



Source: 2019 Auburn Plan Annex – King County Mitigation Plan

Past eruptions of Mt. Rainier have resulted in lahar flows that impacted the Auburn Area. Downtown Auburn is just north of the lahar risk area, but is within an area that could be impacted by sediment and post-lahar flooding. (Auburn Hazard Mitigation Plan)

Air Quality

Air quality is likely degraded in the area due to the presence of two industrial rail corridors that run through or adjacent to the site, as well as a number of regional highways and local arterial streets that produce fine particle emissions.

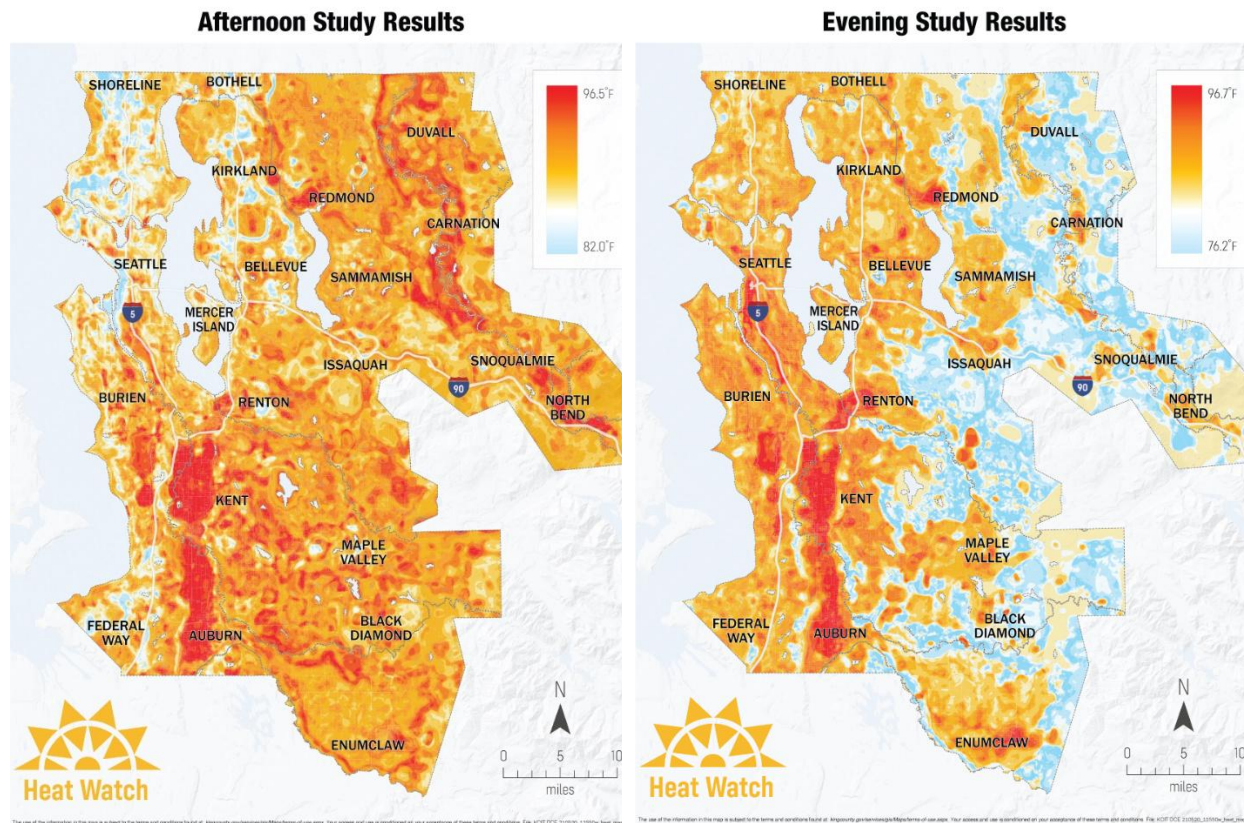
Climate Change

Climate change has had an increased impact on the City of Auburn in recent years, resulting in extreme heat, increased wildfire risks and smoke exposure, and changes in precipitation patterns.

EXTREME HEAT

Recent research by King County Public Health illustrated the impacts of urban heat on the region, which highlighted clear hot-spots in Green River Valley communities. Exhibit XX below shows that while heat is relatively distributed during the day, developed and industrial areas with lots of impervious surface cover retain heat into the evening much longer than communities with more tree canopy cover and green space. King County Public Health is now developing a heat mitigation strategy, which will include funding and strategy resources to help communities address urban heat impacts.

FIGURE 4-6 Urban Heat Mapping Results (KC Public Health)



SOURCES: King County Public Health, Heat Mapping Project

(<https://kingcounty.gov/depts/dnpr/newsroom/newsreleases/2022/June/24-extreme-heat-mitigation-strategy.aspx>)

4.2 Key Findings and Implications for Plan

- There are wetlands present on highly developed properties within the study area. These natural elements could provide an opportunity to enhance ecological conditions in the subarea, if the plan explores redevelopment and new land uses adjacent to these areas.
- Downtown Auburn does not appear to be at elevated risk from riverine flooding, though stormwater flooding may present some challenges.
- Air pollution sources from arterial and rail corridors should be considered when locating new housing.
- Highly developed context of downtown Auburn limits natural environment processes within the study area. Redevelopment could offer opportunities for green stormwater infrastructure, urban trees canopy cover, parks and green open spaces, and other elements of green infrastructure.
- Urban heat is a challenge for the Downtown area. Lack of shade leads to higher temperatures, which can be very challenging for vulnerable populations (seniors, low-income, etc.)

SECTION 5 HOUSING AND SOCIOECONOMICS

This chapter describes existing housing and socioeconomic conditions and adopted Comprehensive Plan targets for the City of Auburn Downtown study area, based on available city, regional, state and federal data, and on adopted plans.

5.0 Existing Policies and Regulations

Housing Action Plan

The City recently completed a housing action plan, which included a number of recommendations relevant to the downtown and the study area:

- Objective – Encourage Market Rate Development Downtown
 - A1. Reduce Parking Requirements to Support Development in Downtown Auburn
 - A2. Offer a Density Bonus to Support Denser Residential Development and Mixed-Income Housing
 - A3. Promote Lot Aggregation in Downtown Auburn
 - A4. Explore Fee Waivers for Targeted Development Types in Downtown Auburn
- Objective – Encourage Affordable Housing Downtown
 - B1. Create Policies to Lower the Cost of Affordable Housing Development
 - B2. Consider a Voluntary Inclusionary Housing Program Paired with a Density Bonus
 - B3. Reduce Parking Requirements for Micro Units
- Objective – Encourage missing middle housing in R-7 zones.

5.1 Population

Downtown Population and Comparisons

Table 5-1 shows 2022 data on downtown Auburn’s population and households compared with other South Puget Sound comparison downtown areas. Many of the characteristics of downtowns discussed above apply to both Auburn and the comparison downtown areas, including **small**

household size, smaller than regional shares of family households and a larger share of renters. Notably, Auburn’s downtown has grown considerably more quickly than the comparison downtown areas since 2010.

TABLE 5-1 Auburn Downtown Population and Households With Regional Comparisons (2022)

	Auburn		Comparison Downtown Areas			Counties		State
	Downtown	City	Federal Way	Kent	Burien	King	Pierce	Washington
2010 Population	2,313	70,389	1,799	3,328	4,097	1,931,269	795,205	6,724,540
2022 Population	3,352	89,746	2,072	4,288	5,052	2,334,990	944,204	7,895,191
Population Change 2010-2022	45%	28%	15%	29%	23%	21%	19%	17%
Households	1,529	31,564	925	1,722	2,420	944,171	347,698	3,046,982
Average H'hold Size	2.1	2.8	2.2	2.2	2.0	2.4	2.7	2.5
Family Households	44%	66%	44%	47%	47%	57%	66%	63%
Owners	18%	58%	12%	27%	30%	53%	61%	59%
Renters	73%	38%	83%	61%	66%	42%	33%	34%

Source: ESRI

5.2 Demographics

This section discusses the demographics of Auburn’s downtown residents compared with the city as a whole and other regional comparisons. Understanding the demographics of the study area is important in considering the types of future housing and commercial development in the downtown.

Auburn’s population when broken down by age is similar to many South Puget Sound municipalities, and to the county and statewide averages. **The population of the downtown study area is significantly older**, with 22 percent of residents over 65, compared with 15 percent citywide. This likely reflects the large number of senior housing in the area – 521 units in three multi-family developments.

TABLE 5-2 Auburn Downtown Age with Comparison Cities (2022)

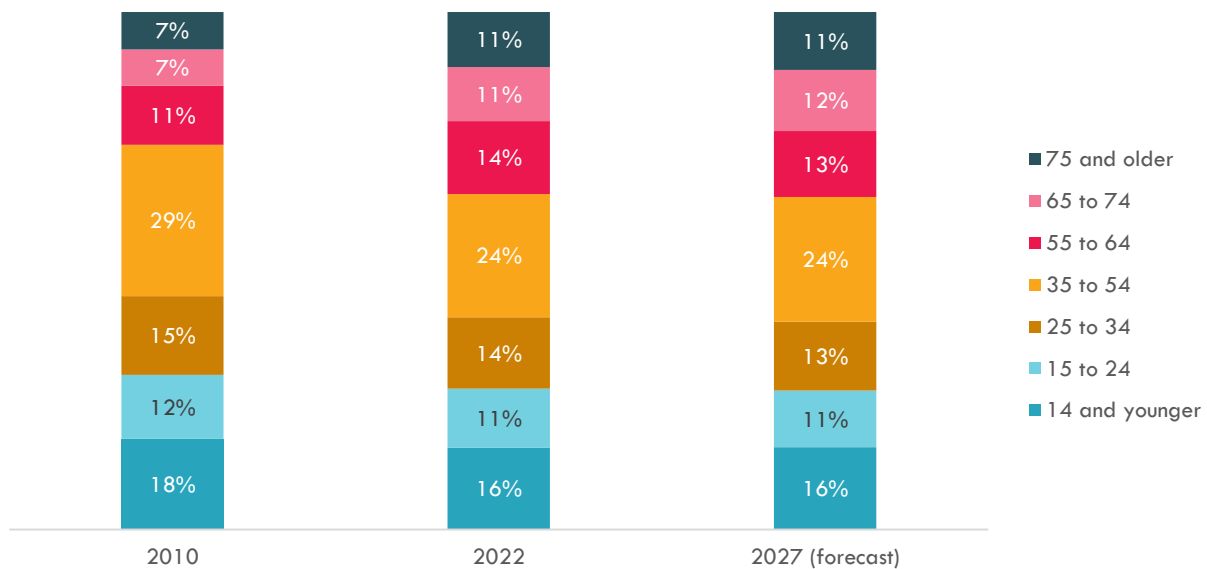
Auburn	Comparison Downtown Areas	Counties	State
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AGE	Downtown	City	Federal Way	Kent	Burien	King	Pierce	Washington
14 and younger	16%	20%	20%	18%	16%	17%	19%	18%
15 to 24	11%	12%	10%	15%	10%	12%	13%	12%
25 to 34	14%	16%	14%	17%	15%	16%	15%	14%
35 to 54	24%	25%	23%	27%	27%	28%	25%	25%
55 to 64	14%	12%	11%	11%	14%	13%	13%	13%
65 to 74	11%	9%	10%	7%	11%	9%	10%	10%
75 and older	11%	6%	13%	6%	8%	6%	6%	7%

Source: ESRI

Figure 5-1 shows the historic, current and future forecast population by age in Downtown Auburn. **The study area population has aged significantly since 2010**, but the age distribution is projected to remain essentially consistent over the next five years. However, the overall higher age of downtown residents, propensity for downtown populations to skew older, and the aging of the Baby Boomer generation suggest the continued need for senior and accessible housing in the area.

FIGURE 5-1 Age of Auburn Downtown Population (2010-2027)



Source: ESRI

The racial and ethnic breakdown of Auburn's downtown residents is less diverse than the city as a whole, as shown in Table 5-3TABLE 5-1TABLE 5-3 Auburn Downtown Race/Ethnicity with Comparison Cities (2022) . Most notable is the smaller concentration of Asian populations downtown. Auburn's downtown area is also less diverse than Federal Way, Kent, and Burien's central areas. This is somewhat unusual in light of the trends towards more diversity in downtown areas discussed above.

TABLE 5-3 Auburn Downtown Race/Ethnicity with Comparison Cities (2022)

RACE/ETHNICITY	Auburn		Comparison Downtown Areas			Counties		State
	Downtown	City	Federal Way	Kent	Burien	King	Pierce	Washington
White Alone	56%	51%	35%	45%	54%	55%	64%	66%
Black Alone	9%	8%	19%	15%	6%	7%	7%	4%
American Indian Alone	2%	2%	2%	1%	2%	1%	1%	2%
Asian Alone	7%	14%	17%	12%	8%	20%	7%	10%
Pacific Islander Alone	4%	3%	4%	3%	1%	1%	2%	1%
Some Other Race Alone	11%	10%	13%	13%	13%	5%	5%	7%
Two Or More Races Alone	11%	12%	10%	11%	15%	11%	13%	11%
Hispanic / Latino	17%	19%	24%	22%	25%	11%	12%	14%

Source: ESRI

FIGURE 5-2 Map Showing Race and Ethnicity in Study Area



Race & Ethnicity



Source: MAKERS (2020 Census)

Downtown Auburn residents earn significantly less than the citywide median income, as shown in Table 5-4. Downtown household incomes in Auburn are similar to those in Federal Way, Kent, and Burien, and all of these comparison cities show lower incomes in their downtown areas than in the cities overall. Many of these cities, particularly Auburn and Federal Way, contain a large amount of senior housing in their downtown areas, which could partially account for this trend. Additionally, downtown Auburn contains a wide mix of housing types, from older single-family homes to new multifamily developments as discussed below in “Housing Profile,” accounting for a wide range of incomes in the area. In addition, the smaller household size seen in the downtown area may partially account for this data, since a larger share of one-person households also equates to a larger share of single-income households. Overall, this data suggests **the need for a variety of housing price points in the downtown area, for existing lower-income residents as well as to cater to potential new residents across the income spectrum**, particularly considering the large gap between Auburn’s downtown and citywide incomes and King County median incomes.

TABLE 5-4 Auburn Downtown Income with Comparison Cities (2022)

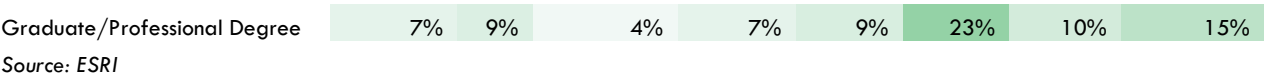
INCOME	Auburn		Comparison Downtown Areas			Counties		State
	Downtown	City	Federal Way	Kent	Burien	King	Pierce	Washington
Median Household Income	\$52,838	\$86,533	\$45,781	\$60,313	\$57,398	\$116,151	\$87,553	\$88,312

Source: ESRI

As discussed previously, educational attainment is also a key metric in downtown areas. Contrary to national trends, Auburn’s current downtown population has a much smaller share of college-educated residents than the city as a whole, and then county and statewide averages, as shown in Table 5-5. **This reflects Auburn’s character as a historically blue-collar city**, and downtown stakeholder focus groups conducted by the project team in July 2022 indicated community preferences for downtown revitalization and improvement while retaining Auburn’s traditional smaller-town feeling.

TABLE 5-5 Auburn Downtown Educational Attainment with Comparison Cities (2022)

EDUCATIONAL ATTAINMENT	Auburn		Comparison Downtown Areas			Counties		State
	Downtown	City	Federal Way	Kent	Burien	King	Pierce	Washington
Less than 9th Grade	6%	4%	7%	5%	5%	3%	2%	3%
9th - 12th Grade, No Diploma	7%	6%	9%	8%	10%	3%	5%	4%
High School Graduate	32%	23%	27%	24%	19%	12%	23%	18%
GED/Alternative Credential	8%	7%	2%	11%	4%	2%	5%	4%
Some College, No Degree	20%	21%	24%	25%	22%	15%	23%	21%
Associate Degree	12%	11%	9%	10%	10%	8%	13%	11%
Bachelor's Degree	11%	21%	19%	11%	20%	33%	19%	24%



5.3 Housing Profile

This section discusses the existing housing stock in Auburn’s downtown compared with the city and region. An analysis of existing housing trends can inform potential development, redevelopment, current and future residents, and understanding of Auburn’s built environment and character.

Housing Stock

As shown in Auburn Downtown Housing Profile with Comparison Cities (2022) Table 5-6, downtown Auburn’s housing stock is a mix of single-family and multifamily development. **About a quarter of the housing units in the study area are single-family homes**, primarily in the western and eastern quadrants. **Almost a third of housing units in the downtown are in large developments of 50 units or more.** The share of multifamily units in Auburn’s downtown is much higher than that in the city as a whole, which is about half single-family homes. Like Auburn, Federal Way, Kent, and Burien have the majority of their downtown housing units in multifamily buildings. Federal Way has a particularly small share of single-family units in its core due to its newer and more suburban development patterns.

Also illustrated below is the **significantly higher age of housing in Auburn’s downtown when compared with the region.** Almost a quarter of housing units downtown were built before 1940, compared with only 4 percent in the city as a whole. This reflects Auburn’s longer history as a city at an important railway junction dating back to the early 20th century, compared with more recently incorporated suburban jurisdictions such as Federal Way and Burien, where only a small portion of housing units were built before World War II.

Also notable is the 14 percent of housing in Auburn’s downtown which was built since 2014. This **faster pace of recent development** is greater than that seen city- and county-wide, and of the regional comparison downtown areas, only Kent has a similar share of houses built in the past decade. Recent downtown development will be discussed more thoroughly in Section 6.0, “Auburn Downtown Development Trends.”

TABLE 5-6 Auburn Downtown Housing Profile with Comparison Cities (2022)

Auburn	Comparison Downtown Areas	Counties	State
--------	---------------------------	----------	-------

UNIT TYPE	Downtown	City	Federal Way	Kent	Burien	King	Pierce	Washington
1, detached	27%	52%	10%	32%	27%	53%	66%	63%
1, attached	3%	6%	3%	3%	2%	5%	5%	4%
2	7%	4%	1%	2%	1%	2%	3%	2%
3 or 4	11%	6%	5%	5%	7%	4%	4%	4%
5 to 9	7%	6%	17%	6%	14%	6%	5%	4%
10 to 19	6%	8%	18%	13%	14%	7%	5%	5%
20 to 49	7%	4%	10%	7%	12%	8%	3%	5%
50 or more	31%	7%	34%	31%	21%	14%	4%	7%
Mobile home	1%	7%	1%	1%	1%	2%	5%	6%
Boat, RV, van, etc.	0%	0%	0%	0%	0%	0%	0%	0%
AGE OF HOUSING								
Built 2014 or later	14%	6%	4%	15%	7%	6%	4%	5%
Built 2010 to 2013	1%	5%	5%	1%	0%	4%	4%	4%
Built 2000 to 2009	4%	18%	2%	1%	13%	13%	16%	15%
Built 1990 to 1999	12%	17%	34%	12%	6%	13%	18%	17%
Built 1980 to 1989	8%	15%	28%	13%	16%	14%	14%	13%
Built 1970 to 1979	10%	14%	15%	14%	17%	13%	15%	16%
Built 1960 to 1969	6%	13%	10%	14%	17%	12%	9%	9%
Built 1950 to 1959	15%	6%	2%	10%	13%	8%	6%	7%
Built 1940 to 1949	7%	2%	0%	4%	8%	5%	4%	5%
Built 1939 or earlier	23%	4%	0%	15%	3%	12%	10%	10%

Source: 2020 American Community Survey 5-Year Estimates, ESRI

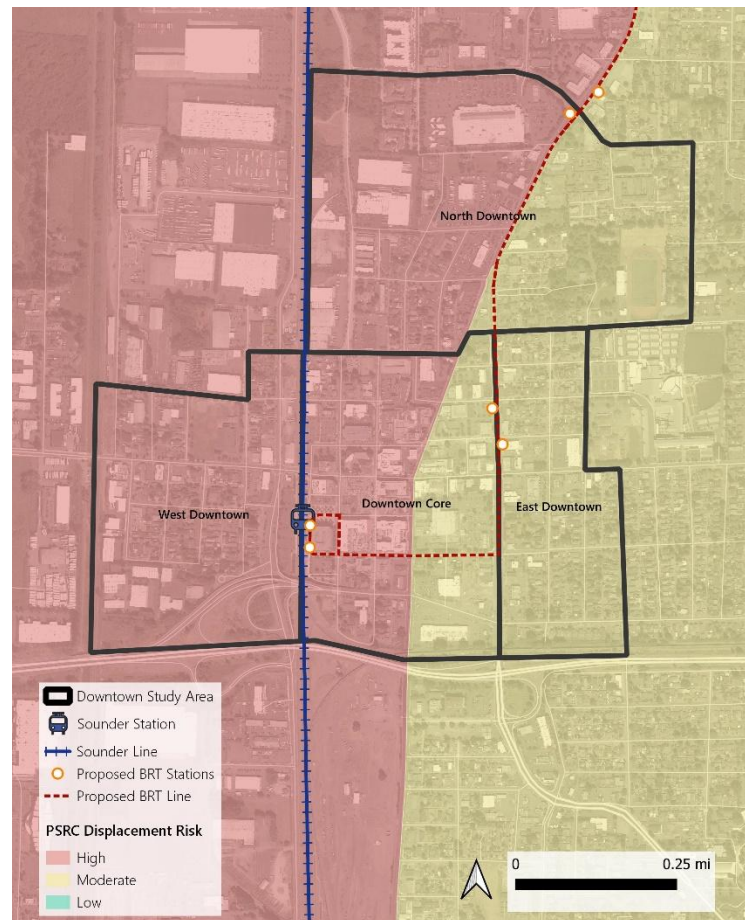
Displacement Risk

The Puget Sound Regional Council (PSRC) has taken steps to analyze and map displacement risk in the region. According to PSRC, “In the central Puget Sound region, communities of color, low-income households, small businesses, and renters are recognized as being at higher risk of displacement.” To visualize and help plan to mitigate these pressures, PSRC developed five key categories of metrics which can be used to help identify populations at risk of displacement:

- **Socio-Demographic Indicators**, including race, ethnicity, linguistic isolation, educational attainment, housing tenure, cost burden, and household income
- **Transportation Indicators**, including access to jobs by car and transit and proximity to current and future transit service.
- **Neighborhood Characteristics**, including proximity to grocery stores, restaurants, parks, and schools
- **Housing Indicators**, including development capacity and rental costs
- **Civic Engagement**, measured by voter turnout.

PSRC developed a mapping tool which aggregates these indicators into high, medium, or low displacement risk areas. As shown in **Error! Reference source not found., the downtown study area is split between “high” and “moderate” risk areas, with much of North and all of West Downtown at high risk of displacement.** A recent meta-analysis of anti-displacement by researchers at UC Berkeley and UCLA found that neighborhood stabilization and tenant protection strategies in the short-term and the production of subsidized housing in the long-term

FIGURE 5-3 PSRC Displacement Risk in Auburn (2019)



Source: Puget Sound Regional Council, Sound Transit, King County, MAKERS

had the highest potential to prevent displacement.⁴ **The downtown study area currently contains 426 subsidized affordable units** in several developments, slightly more than a quarter of the housing units in the area.

5.4 Employment Profile

This section discusses employment in Downtown Auburn, its major employers and sectors, and comparisons with Auburn as a whole and the region. It also discusses commuting patterns and changes in the downtown's economy over time.

Major Sectors and Employees

Table 5-7 shows the top employment sectors in downtown Auburn. As with many downtowns, **retail jobs make up the largest share of jobs in the study area**, at 21.6 percent. There are several large grocery stores including Safeway and Fred Meyer, numerous smaller retail jobs on Main Street, and a small shopping center in the core area. The health care sector accounts for another 20.5 percent of downtown jobs, and the **MultiCare is the largest employer in the study area with 635 employees**, as shown in Table 5-8. Other sectors with a high share of jobs in the downtown study area include Public Administration, due to the presence of Auburn's city hall, manufacturing, administration, accommodation and food service.

When compared with Auburn as a whole, the downtown has a higher share of retail, health care, and public sector jobs whereas the city's top sectors are more traditional blue-collar jobs in manufacturing, construction, and wholesale. **Regional comparisons illustrate differing trends in the South Sound.** In nearby Federal Way, retail makes up an even larger share of jobs in the town center area, which is centered around several malls and generally features more recent suburban development patterns. The presence of several hotels in central Federal Way near I-5 also makes up a large portion of downtown jobs there. In Kent, on the other hand, there is very little retail downtown, but instead there is a strong cluster of medical clinics, local and county government offices.

Overall, Auburn's downtown employment mix reflects its older development patterns, Main Street retail businesses, and the economic anchor provided by MultiCare. Leveraging the historic nature of downtown and Main Street and the strength of the medical sector will be key elements in downtown Auburn's future.

⁴ Chapple, Karen and Loukaitou-Sideris, Anastasia. "White Paper on Anti-Displacement Strategy Effectiveness." Prepared for the California Air Resources Board. February 28, 2021.

TABLE 5-7 Top Employment Sectors in Auburn Downtown With Comparisons (2019)

	Auburn Downtown	Auburn City	Kent Downtown	Federal Way Town Center
Retail Trade	21.6%	10.6%	5.0%	41.6%
Health Care / Social Assistance	20.5%	5.1%	27.9%	12.8%
Public Administration	19.2%	3.9%	30.3%	0.0%
Manufacturing	12.6%	21.3%	1.8%	0.4%
Administration & Waste Management	6.4%	5.9%	13.4%	1.8%
Accommodation and Food Services	4.8%	4.7%	9.5%	30.8%
Finance / Insurance	2.8%	2.3%	4.6%	2.6%
Wholesale Trade	2.7%	9.8%	0.4%	0.6%
Other Services	2.7%	3.0%	1.1%	3.4%
Professional Services	1.6%	1.5%	1.6%	2.1%
Construction	1.4%	11.0%	1.2%	0.4%
Educational Services	1.3%	6.8%	0.6%	1.1%
Transportation / Warehousing	1.1%	6.9%	1.1%	0.0%
Information	0.6%	0.9%	0.8%	1.0%
Real Estate	0.5%	1.0%	0.7%	1.1%
Arts, Entertainment, and Recreation	0.1%	4.7%	0.0%	0.4%

Source: LEHD Census On The Map

TABLE 5-8 Top Ten Private Employers in Auburn Downtown Study Area (2020)

Employer	Employees	Share of all Downtown Jobs
MultiCare Auburn Medical Center	635	20%
Fred Meyer	320	10%
ProAmpac	240	8%
Safeway	90	3%
Trillium Employment Services	80	3%
Scarff Ford/Isuzu	74	2%
Auburn Dairy Products	70	2%
Merrill Gardens at Auburn II	59	2%
Cascade Orthopedics	50	2%
Oddfellas Pub & Eatery	47	1%
Total Jobs in Downtown Study Area	3162	100%

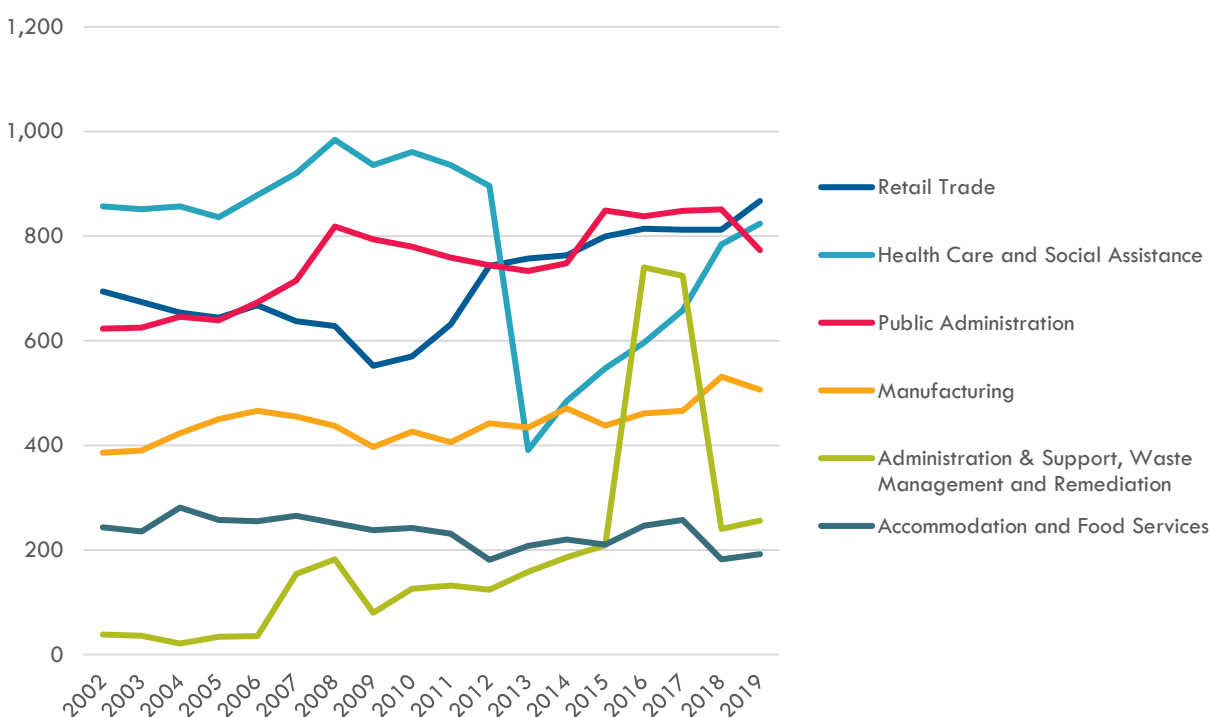
Source: City of Auburn Business License Data

Employment Change Over Time

Analyzing employment trends over time can shed light on potential changes in the downtown's economy.

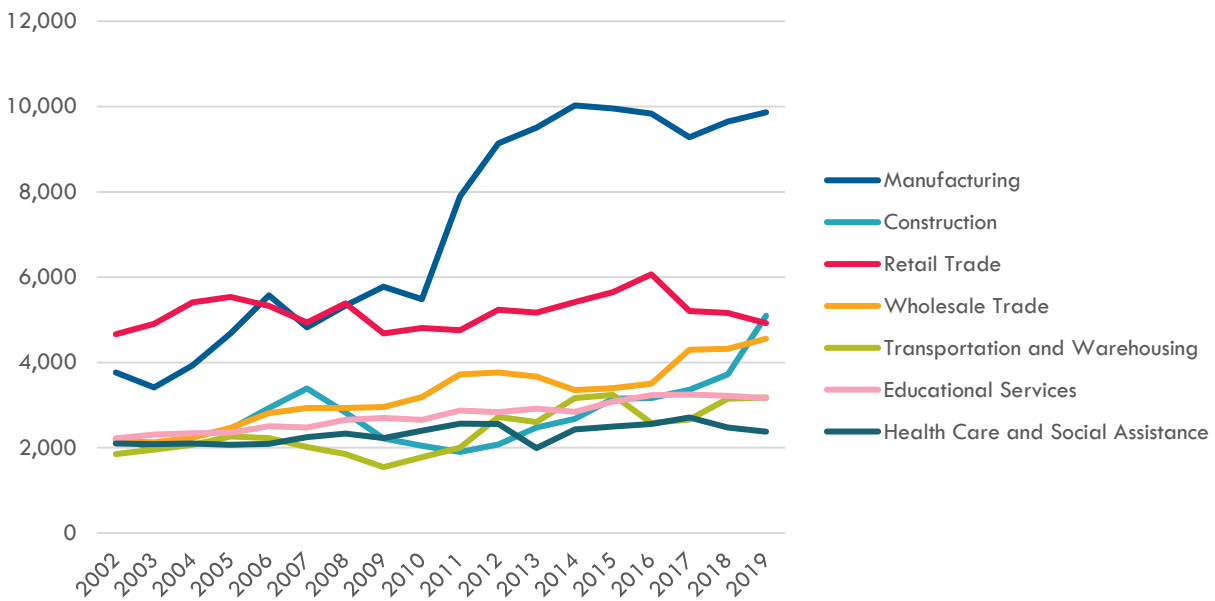
Figure 5-4 and Figure 5-5 show the change in employment for the top job sectors in the downtown study area and Auburn as a whole. Despite a loss of jobs around 2012, health care remains a major factor in the downtown as discussed previously. In fact, **most of the top employment sectors in the downtown area have remained relatively consistent over the past 20 years**, though with some fluctuations which may be due to Census data classifications. Auburn's citywide job mix has been dominated by manufacturing jobs over the past 20 years, which have increased remarkably from around 3,700 to around 9,800 jobs between 2002 and 2019. Other job sectors have remained relatively constant citywide, with recent notable increases in wholesale trade and construction.

FIGURE 5-4 Top Job Sectors in Auburn Downtown Study Area (2002-2019)



Source: Census On The Map

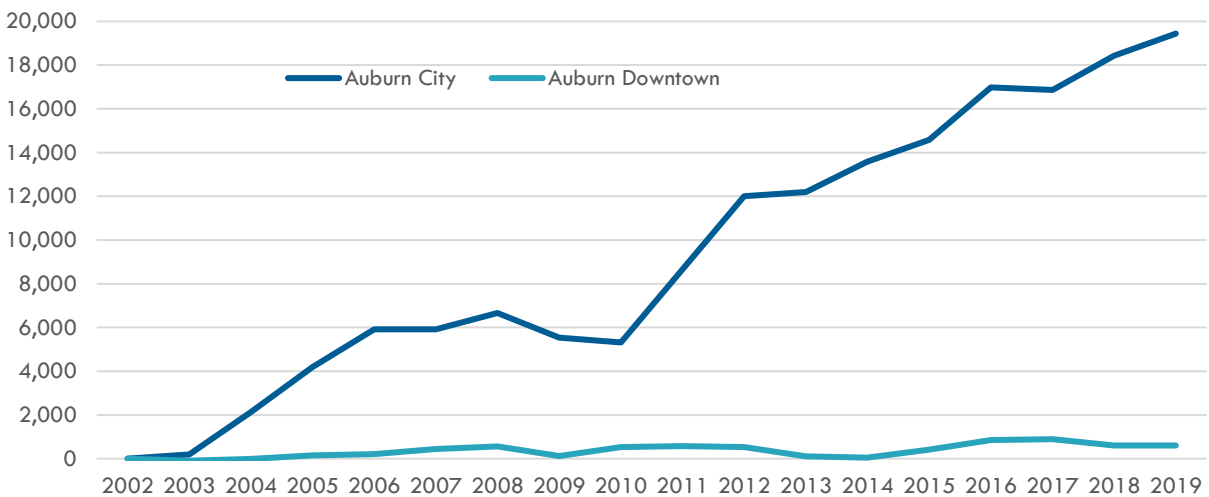
FIGURE 5-5 Top Job Sectors in Auburn City (2002-2019)



Source: LEHD, Census On The Map

The vast majority of job gains in the city have been outside of the downtown area, as shown in Figure 5-6. The downtown area accounted for about 9 percent of all jobs citywide in 2019, down from 13 percent in 2002. Although future development in the downtown may increase this ratio somewhat, it is notable that the majority of job growth has been in manufacturing and outside of the downtown area.

FIGURE 5-6 New Jobs since 2002 in Auburn and Downtown Study Area



Source: LEHD, Census On The Map

Commuting Patterns

The majority of employees in downtown Auburn do not live in the downtown area. As shown in Figure 5-7, about 1,432 employees per day who live in the downtown area commuted to jobs elsewhere and about 3,990 downtown employees commuted into the area. This data is from 2019, the most recent available Census commuting data, so it reflects pre-pandemic trends which have likely changed significantly. However, the data shows that downtown Auburn has a net influx of workers, as expected of a downtown area.

As of 2019, **about 11 percent of downtown employees lived in the city of Auburn**, with smaller numbers of employees commuting from Tacoma, Kent, Federal Way, and Seattle, as shown in Table 5-9. The remainder of downtown employees commuted from other municipalities, showing the wide range of commuting patterns in the South Puget Sound area.

FIGURE 5-7 Commuting Patterns in Auburn Downtown (2019)



Source: LEHD, Census On The Map

TABLE 5-9 Home Location of Auburn Downtown Employees (2019)

Home Location	Share
Auburn	11.0%
Tacoma	7.7%
Kent	5.7%
Federal Way	4.7%
Seattle	3.4%
All Other Locations	67.4%

Source: LEHD, Census On The Map

5.5 Key Findings and Implications for Plan

- Auburn’s population has grown significantly since the 1980s. PSRC forecasts a population increase of about 20 percent for the next two decades in Auburn.
- Auburn’s downtown has smaller household sizes, smaller than shares of family households and a larger share of renters than the city overall, typical of downtown patterns nationally.
- The population of the downtown study area is significantly older than the citywide population and contains a number of large senior housing developments.
- About a quarter of downtown housing units in the study area are single-family homes, and a third of housing units are in large developments of 50 units or more.
- The downtown study area population is classified by PSRC as having moderate to high risk of displacement due to redevelopment.
- Auburn is a historically blue-collar city and the majority of jobs and of job growth in the past 20 years has been in manufacturing, though few of these jobs are in the downtown area. The downtown area accounts for around 9 percent of all jobs in the city.
- Retail jobs make up the largest share of jobs in the study area, at 21.6 percent. The health care sector accounts for another 20.5 percent of downtown jobs, and MultiCare is the largest employer in the study area with 635 employees.
- The majority of employees in downtown Auburn do not live in the downtown area.

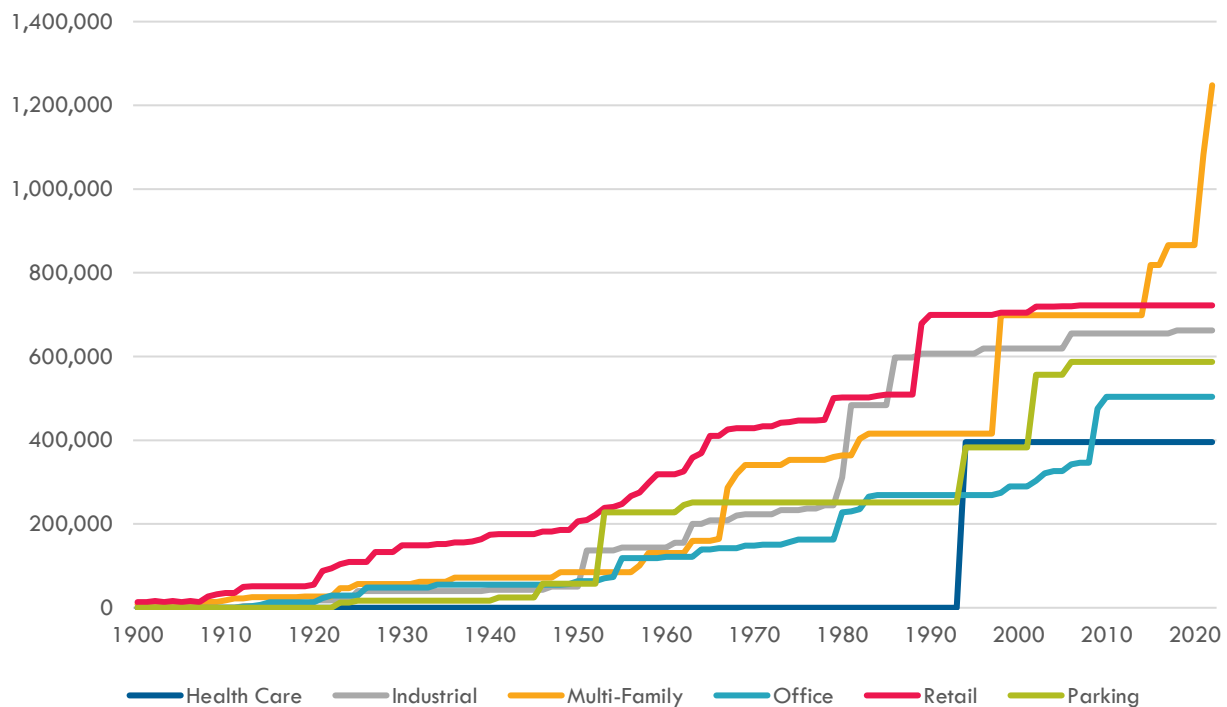
SECTION 6 ECONOMICS

This chapter describes existing economic activities, market conditions, policies and regulations related to economic development, and identified findings and implications for the Subarea Plan.

6.0 Auburn Downtown Development Trends

Downtown Auburn has a relatively long history compared with many South Sound municipalities, due to its location at an early important railway junction. Figure 6-1 shows the development patterns over time since 1900. Retail has always made up a large share of the building area, with steep increases in space devoted to parking seen in the post-WWII years and again in the 1990s. Office development has also increased consistently over time, particularly with the development of the medical center in the 1990s. Recent trends move away from new retail development and towards more industrial and multifamily development, particularly since 2000.

FIGURE 6-1 Square Feet (RBA) of Development in Study Area since 1900

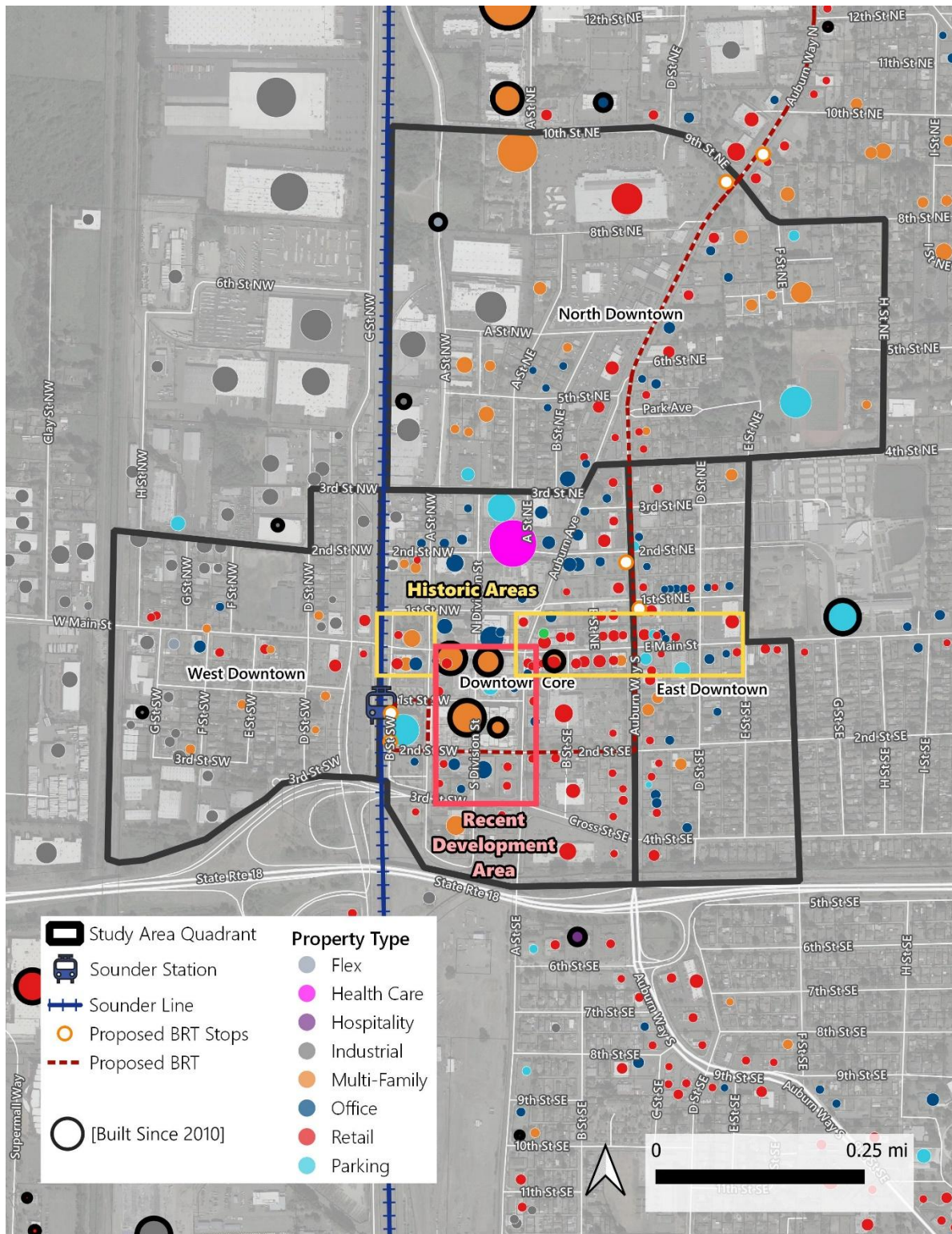


Source: Costar

Figure 6-2 shows downtown development spatially, with more recent developments highlighted in black. The yellow boxed areas contain many of Auburn's historic stores and buildings, a unique

asset of the downtown. **Most recent development has taken place within the pink area, a small part of the downtown core, and the majority of the development has been housing over some ground floor commercial space.** MultiCare, the downtown's largest employer, is the large purple dot in the center of the study area.

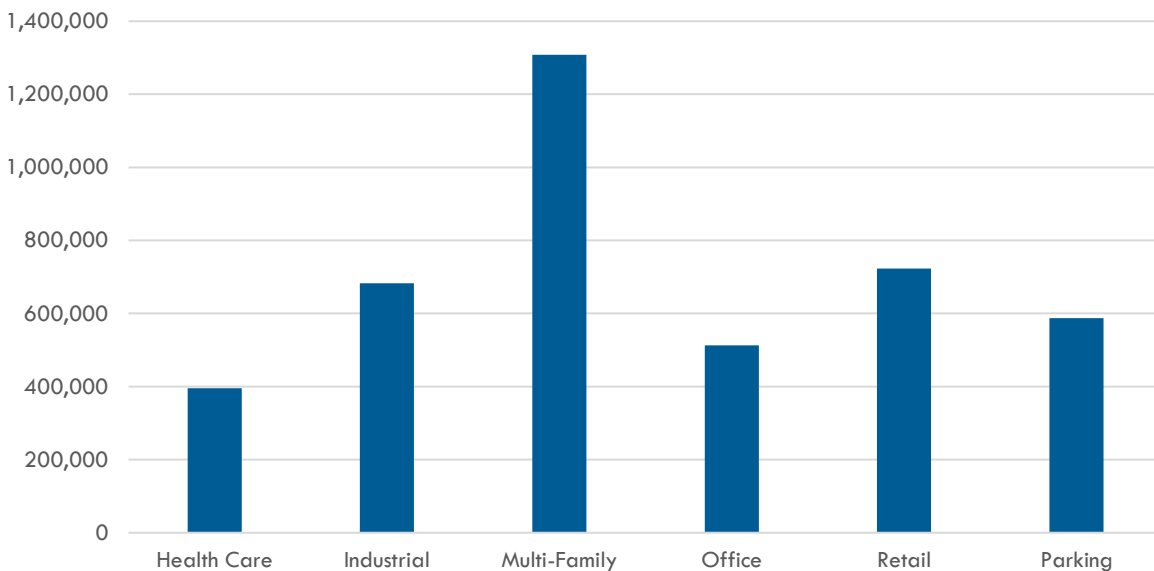
FIGURE 6-2 Development Type and Age in Study Area



Source: Costar

When considering building types in the study area, **multifamily units make up by far the largest amount of square footage in the downtown**, followed by industrial and retail uses. Parking lots are also a substantial use in the downtown, as well as health care as discussed above.

FIGURE 6-3 Total Square Footage (RBA) by Building Type in Study Area

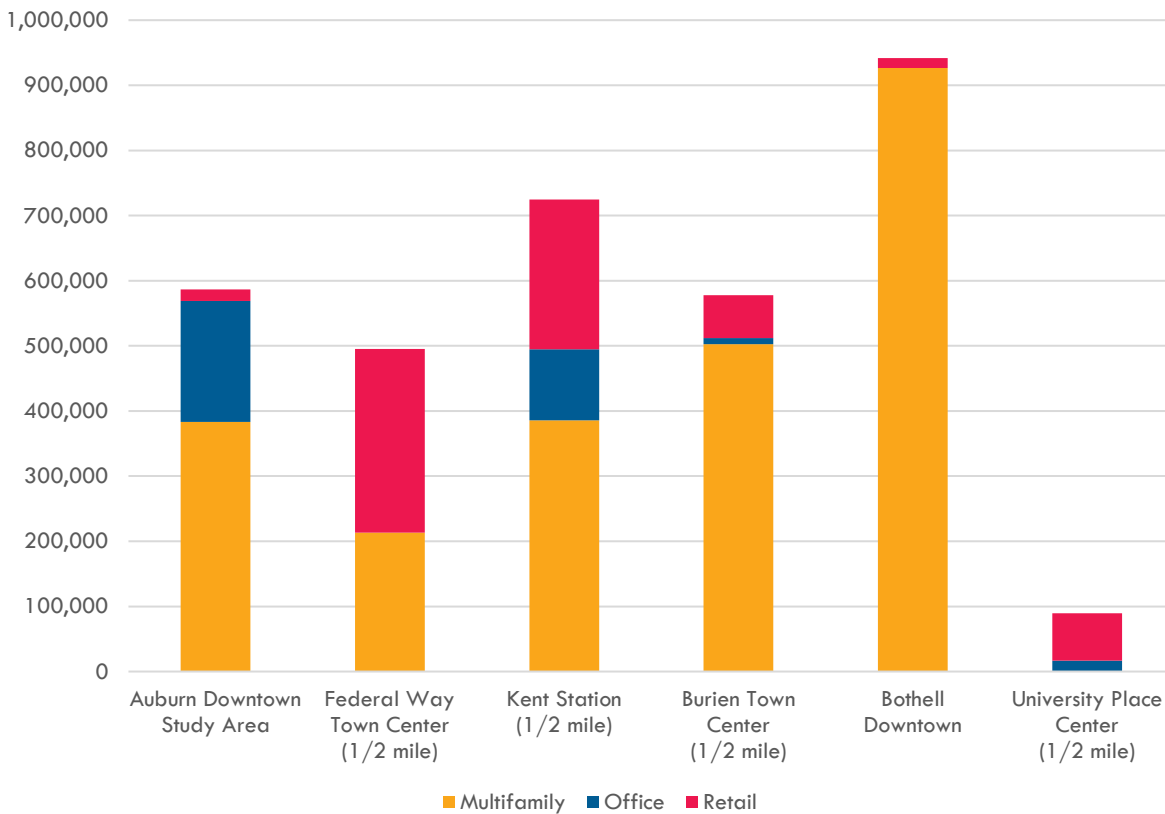


Source: Costar

Regional Comparisons

Figure 6-4 shows downtown Auburn's development patterns compared with regional comparison areas. The majority of development in the past 20 years in the South Sound area has been multifamily development, with some retail also built in Federal Way and Kent. **Auburn is clearly an outlier in the quantity of office development seen in the past two decades, particularly considering the overall decline in office demand.** (For more information see Appendix A – Market Study - Section 3)

FIGURE 6-4 Multifamily, Office, and Retail Development (RBA) 2002-2022



Source: Costar

Table 6-1 shows the details of the office developments in Auburn's downtown constructed since 2002 and demonstrates that downtown Auburn's large quantity of recent office development is anchored in health care and the public sector.

TABLE 6-1 Downtown Auburn Office Development with Tenants, 2002-2022

Building	Address	RBA	Tenants
Armory Office Bldg	602 W Main St	13,416	Public School Employees of Washington
Auburn Medical Plaza II	121 N Division St	41,311	MultiCare Medical Offices
One Main Street Professional Plaza	1 E Main St	88,000	City of Auburn, Medical Offices, Key Bank, Chocolate Manufacturer
The Truitt Building	102 W Main St	17,460	Pub, Wholesale Distributor, Law Firm, Management Company
122 3rd St NE	122 3rd St NE	25,286	Medical Offices
310 6th St NE	310 6th St NE	5,319	Medical Offices
724 Auburn Way N	724 Auburn Way N	3,888	Business School

Source: Costar

Health care is a leading sector nationally and has been shown to be a strong driver of economic development. A study by the Brookings Institution found several key factors that health care jobs can bring to cities:

- Medical facilities bring **new income** to a metropolitan area by bringing in residents who would not otherwise come to the area
- Medical jobs **raise residents' earnings** by improving their skills
- Medical research **spurs metropolitan economic development** by fostering creation of new businesses and involvement with other businesses in the area
- Health care jobs pay **higher than average wages** regardless of employees' skills and demographics⁵

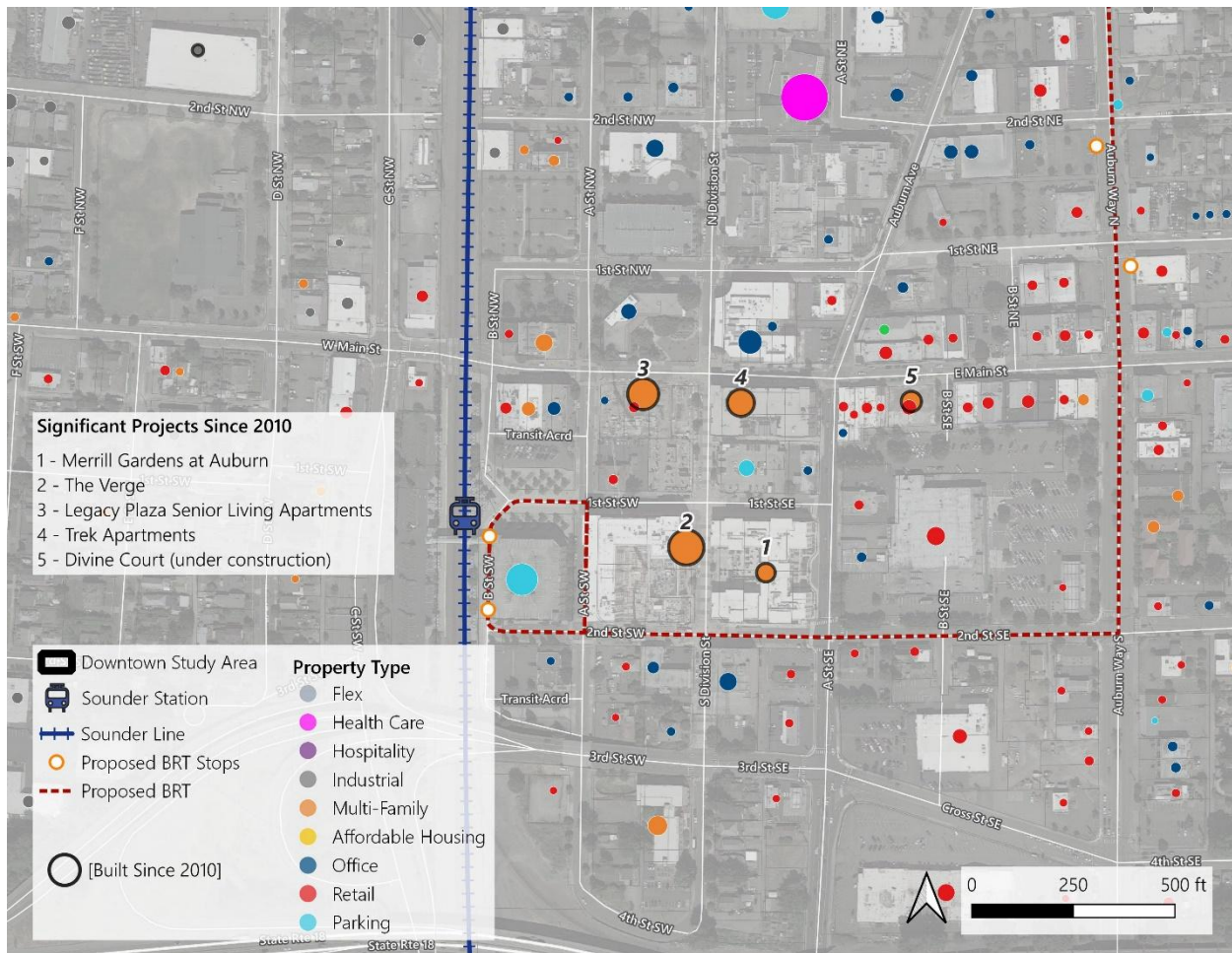
Overall, downtown Auburn's recent growth in health care jobs represents a positive investment in the future of the downtown economy. The hospital has recently announced plans to expand their facility in the next several years as well, with an additional 26,000 square foot pavilion with 24 hospital beds.

Recent and Upcoming Development

Figure 6-5 shows the Auburn downtown Core area, highlighting six significant projects built since 2010, which are detailed below. The majority of these are new multifamily developments, many of which are targeted towards seniors, as well as Auburn's recently completed City Hall.

⁵ Bartik, Timothy and George Erickcek, "The Local Economic Impact of 'Eds & Meds,'" Metropolitan Policy Program at Brookings. December 2008.

FIGURE 6-5 Recent and Planned Significant Projects in Auburn Downtown Core, 2010 to 2024



Type	Name	Status	Year Built / Expected	RBA	Number of Units	Ground Floor Space
Office	City Hall (6)	Existing	2010	28,223	0	0
Multi-Family	Trek Apartments (4)	Existing	2015	120,000	126	2,400
Multi-Family	Merrill Gardens at Auburn (1)	Existing	2017	47,622	129	0
Multi-Family	The Verge (2)	Existing	2021	215,751	226	0
Multi-Family	Legacy Plaza Senior Living Apartments (3)	Existing	2022	166,000	166	0
Multi-Family	Divine Court (5)	Under Construction	2024	60,000	98	0

Source: Costar

1 – MERRILL GARDENS AT AUBURN



18 1st St. SE, Auburn, WA, 98002
Low-Rise Senior Apartments (***)
Year Built: 2017
Number of Units: 129
RBA: 47,622 sq. ft.
Land Area: 1.39 acres

2 – THE VERGE



109 S. Division St., Auburn, WA, 98001
Mid-Rise Senior Apartments (****)
Year Built: 2021
Number of Units: 226
RBA: 215,751 sq. ft.
Land Area: 1.44 acres

3 – LEGACY PLAZA SENIOR LIVING APARTMENTS



17 S. Division St., Auburn, WA, 98001
Mid-Rise Senior Apartments (****)
Year Built: 2022
Number of Units: 166
RBA: 166,000 sq. ft.

4 – TREK APARTMENTS



2 E. Main St., Auburn, WA, 98002
Mid-Rise Apartments (****)
Year Built: 2015
Number of Units: 126
RBA: 120,000 sq. ft.
Land Area: 0.72 acres

5 – DIVINE COURT



134 E. Main St., Auburn, WA, 98002
Mid-Rise Apartments
Year Built: 2024 (Under Construction)
Number of Units: 98
RBA: 60,000 sq. ft.
Land Area: 0.28 acres

6.1 Market Outlook

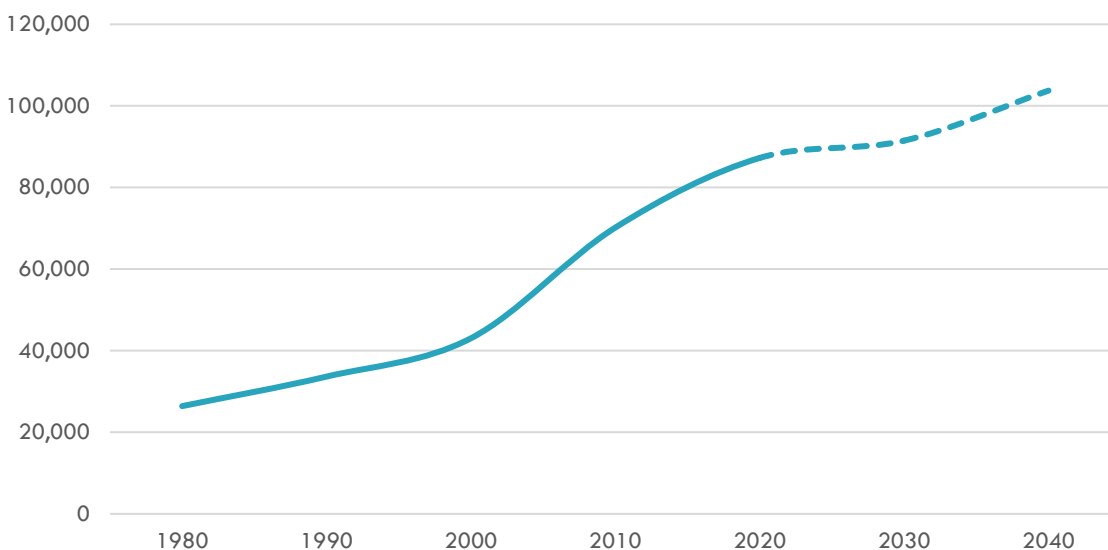
Housing

The market for multifamily housing in downtown Auburn can be judged by both long- and short-term indicators. Population growth trends and forecasts are useful indicators of long-term demand for housing in Auburn and its downtown.

Auburn's population has grown significantly since the 1980s, as shown in Figure 6-6. Population growth accelerated after 2000, with a 63 percent increase from 2000-2020 citywide, a rate of 3.6 percent per year. This outpaces King and Pierce Counties and the state, all of which grew at about 1.3 percent per year.

The Puget Sound Regional Council forecasts a **population increase of about 20 percent for the next two decades in Auburn**, in line with county and statewide projections, from a current population of 87,256 to a forecast 2040 population of 103,759. A portion of these new residents will live in Auburn's downtown, and the increased population will also be tied to increased employment opportunities in the downtown area.

FIGURE 6-6 Auburn City Population Growth and Forecast, 1980-2040

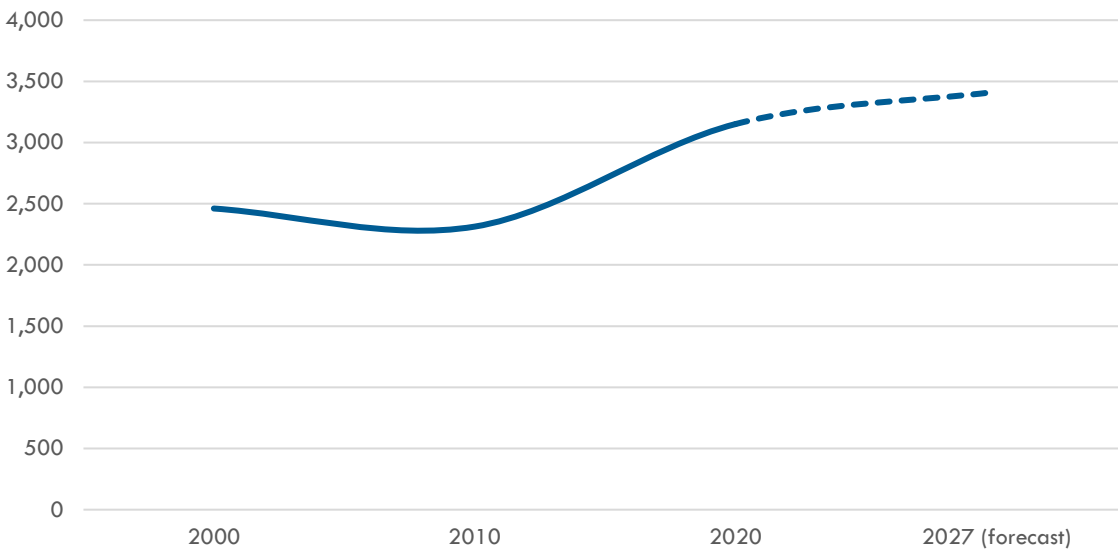


Source: Washington Office of Financial Management, Puget Sound Regional Council, Leland Consulting Group

The downtown area itself has a 2022 estimated population of 3,352, **an increase** of 45 percent from the 2010 population of 2,313. This rapid growth followed a decade of population stagnation from 2000 to 2010, when the downtown population decreased slightly from 2,461 to 2,313, as shown in Figure 6-7.⁶

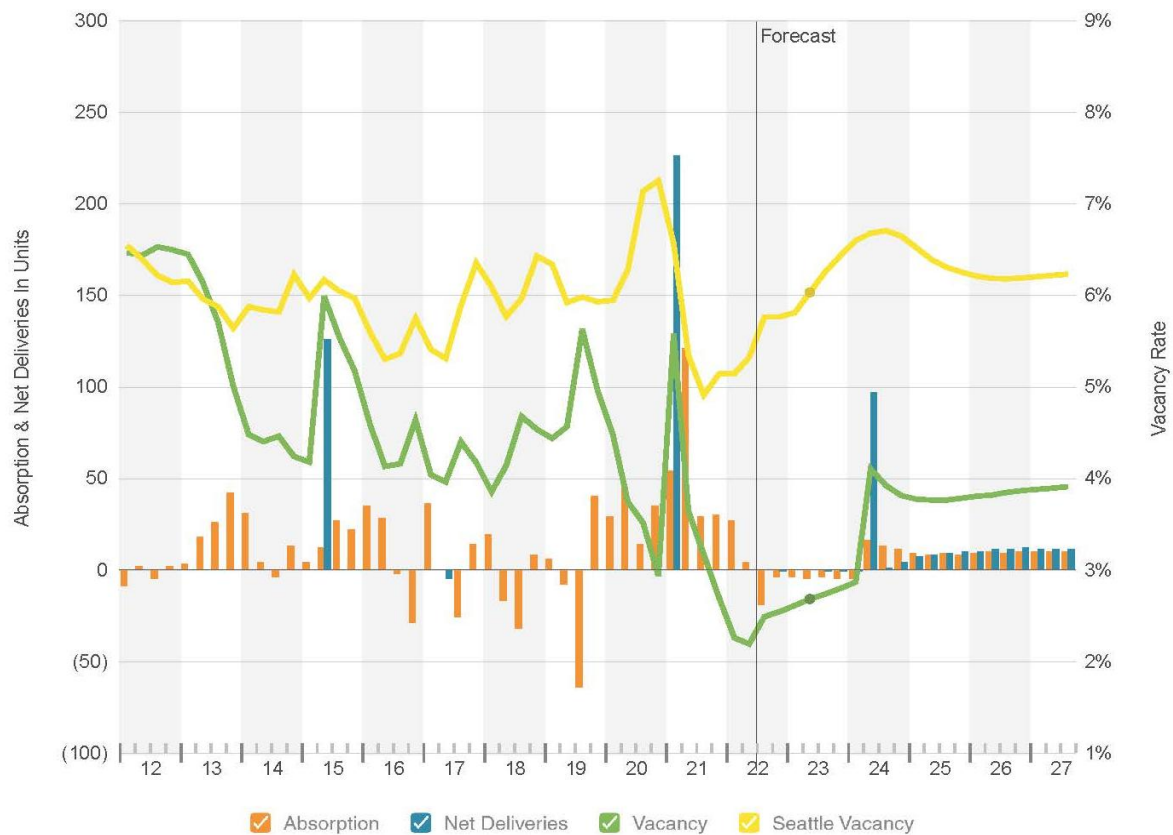
⁶ ESRI estimates for downtown study area population based on Census, Post Office, and other datasets, and downtown study area geography.

FIGURE 6-7 Downtown Auburn Study Area Population Growth and Forecast, 2000-2027



Source: ESRI

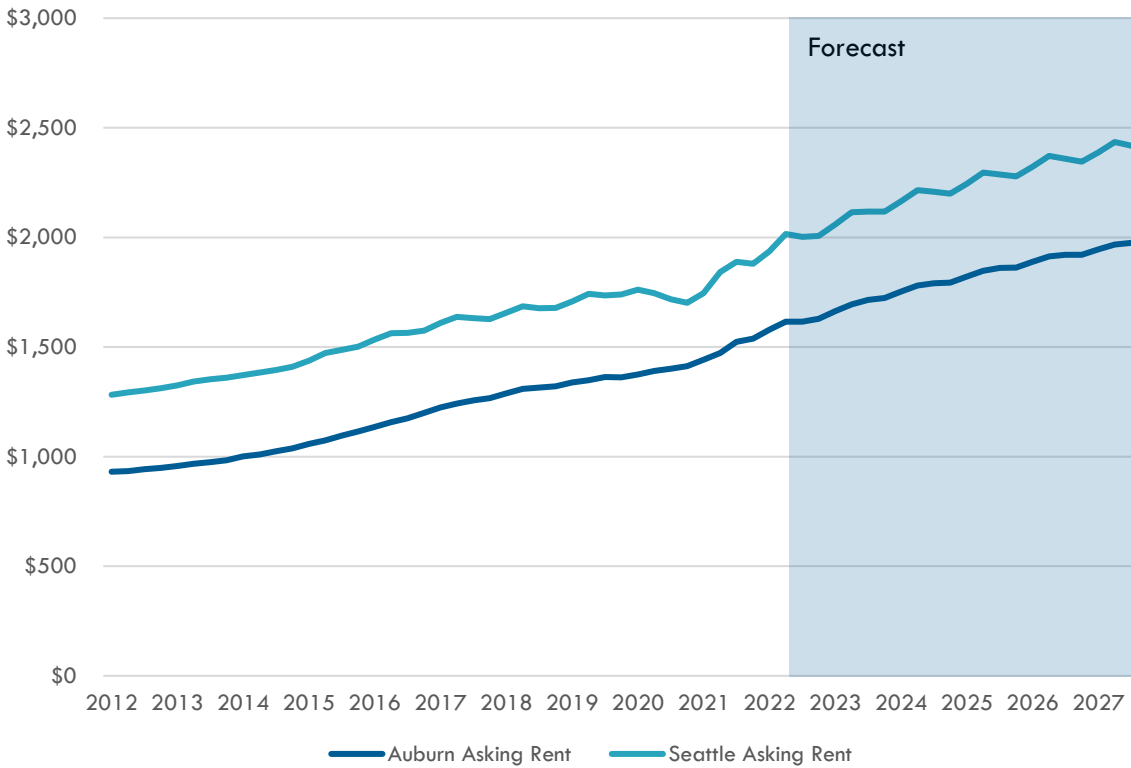
In the short term, the multifamily housing market in Auburn can be analyzed by recent construction, rental prices, and vacancy rates. There have been several multifamily developments constructed in recent years as discussed previously. As shown below in Figure 6-8, absorption has been strong, particularly since the onset of the COVID-19 pandemic, and vacancy rates are very low citywide – **Auburn is experiencing some of the lowest vacancy rates in the entire Seattle metro area**, currently reported by CoStar at 2.4 percent. CoStar further estimates that vacancy rates will remain well below Seattle’s levels in the coming years, as shown below, though new units scheduled for completion in 2024 may ease the pressure somewhat.

FIGURE 6-8 Absorption, Net Deliveries, and Vacancy in Auburn City, 2012-2027 (forecast)

Source: CoStar

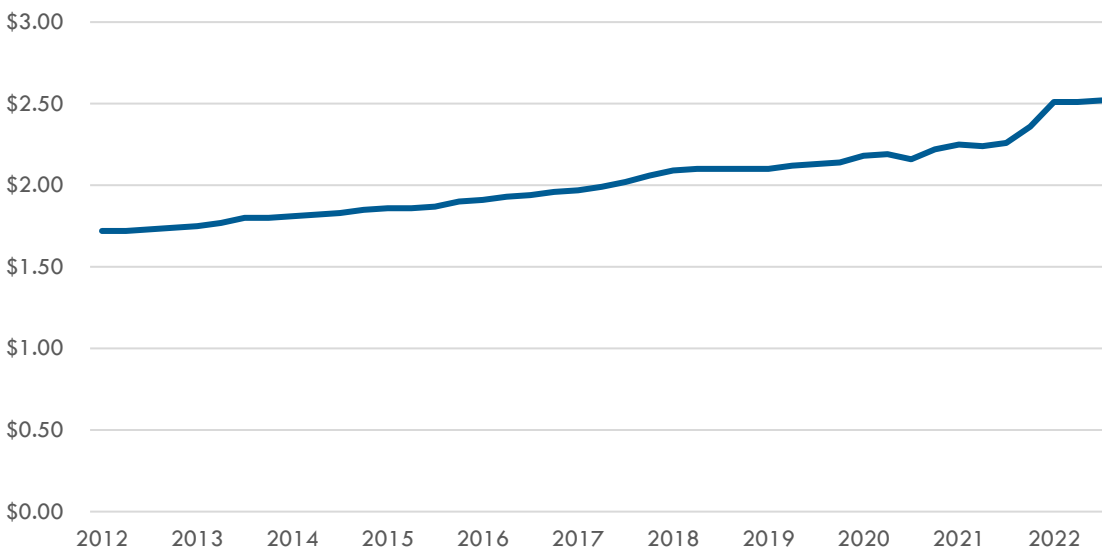
Rents have also been increasing consistently in Auburn over the past decade, as shown in Figure 6-9. Although the average asking monthly rent of \$1,628 is among the lowest in the Seattle area, **rents have increased by 7.3 percent over the past year**, decreasing the gap between Auburn and Seattle metro area rents. As shown below, CoStar forecasts that Auburn rents will continue to increase in the coming decade.

FIGURE 6-9 Auburn and Seattle Average Asking Rent, 2012-2027 (forecast)



Source: CoStar

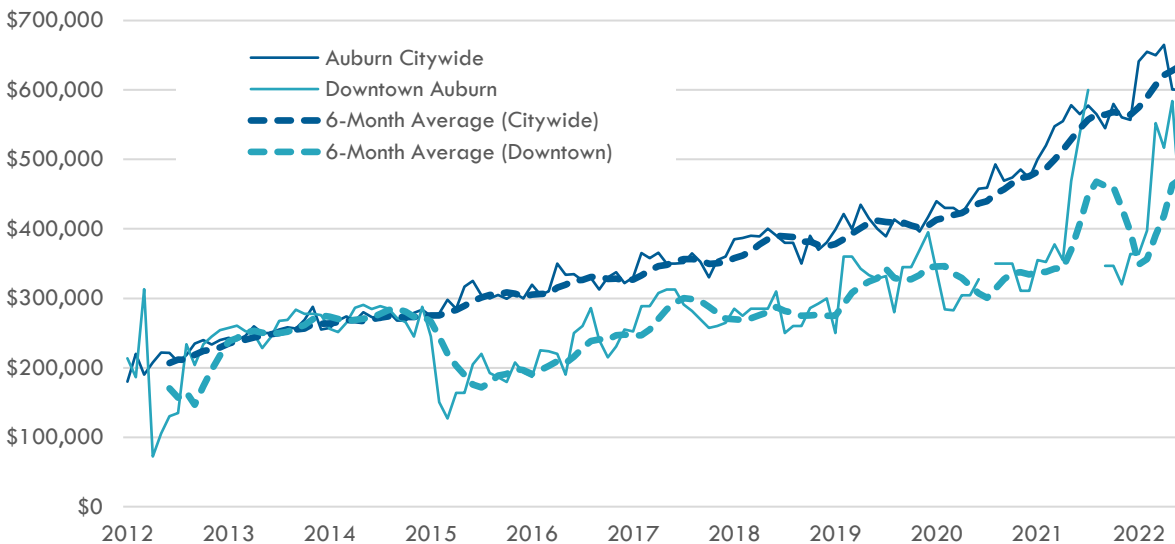
The average Auburn citywide multifamily rent is currently \$1.89 per square foot as of August 2022, up from \$1.74 at the same time in 2021. **Market rents in the downtown study area are considerably higher, at \$2.52 per square foot as of the second quarter of 2022.** As shown in Figure 6-10, rents in the study area have also increased significantly in the past year, after hovering slightly above \$2.00 per square foot since 2018.

FIGURE 6-10 Market Asking Rents per Square Foot in Downtown Study Area, 2012-2022

Source: CoStar

Ownership housing costs have also been rising in recent years. As shown in Figure 6-11, sales prices in the downtown area have fluctuated significantly over the past several years but overall the trajectory is trending upwards, as with housing prices across Auburn, though the average downtown sales price is somewhat lower than citywide averages. Citywide, home prices are in the low \$600,000 range and **downtown housing stock is selling for between \$400,000 and \$500,000 as of mid-2022**. The upward trajectory of housing prices has accelerated across the Puget Sound region since the onset of the COVID-19 pandemic in 2020 and Auburn is no exception, with **the average house citywide now selling for around \$200,000 more than two years ago**.

FIGURE 6-11 Auburn Downtown Median Monthly Sales Price (2012-2022)



Source: Redfin Median Monthly Sales Price Data

Office

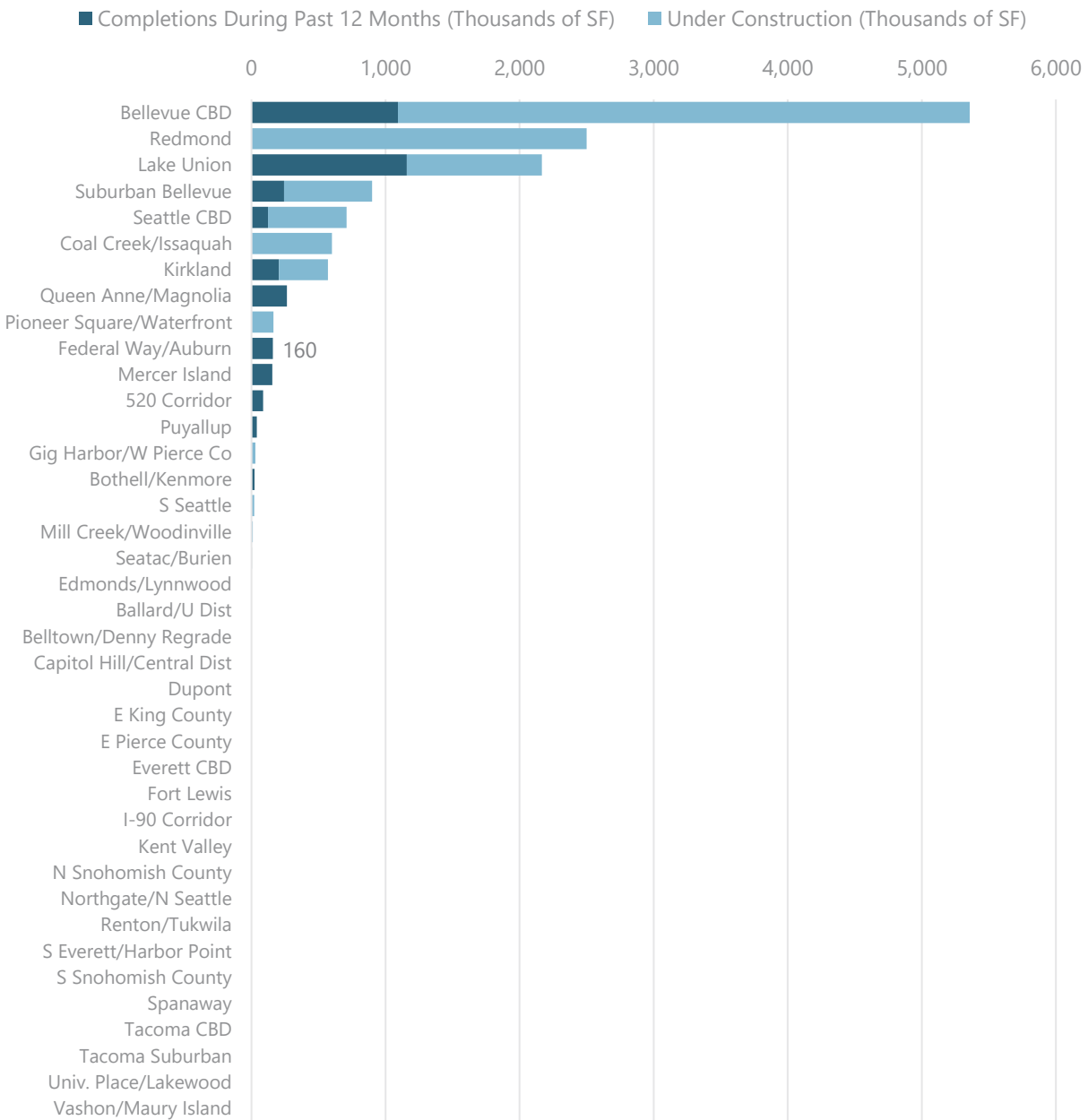
As discussed above in Section 6.0, Auburn has seen a greater quantity of office development than other South Sound comparison cities in the past several decades, driven by health care and public administration. Analyzing regional economic trends can help inform the long-term office market. Figure 6-12 shows the Washington Employment Security Department's forecast for new jobs by industry sector in King County through 2030. Although information and technology jobs are growing the fastest, driven by Seattle's dominance in tech industries, **health care and government are both expected to add significant numbers of jobs in the coming years regionally.** Auburn's existing cluster of medical facilities makes the downtown well positioned to take advantage of this regional trend. One example is the newly planned expansion of MultiCare discussed previously.

FIGURE 6-12 Number of New Jobs by Industry in King County, 2020-2030

Source: Washington Employment Security Department DATA

Despite these forecast job increases, the regional development trends shown below in Figure 6-13 suggest that the highest demand for new office space is in Seattle and eastern suburbs with agglomerations of jobs in technology. **The Federal Way/Auburn submarket has seen relatively little office development recently.** Overall, downtown Auburn is well positioned in the stability of its anchor employment sectors and although new development in the South Sound is relatively slow compared to the Seattle metro area overall, there is some potential in the office market in the long-term.

FIGURE 6-13 Office Development by Submarket, 2021

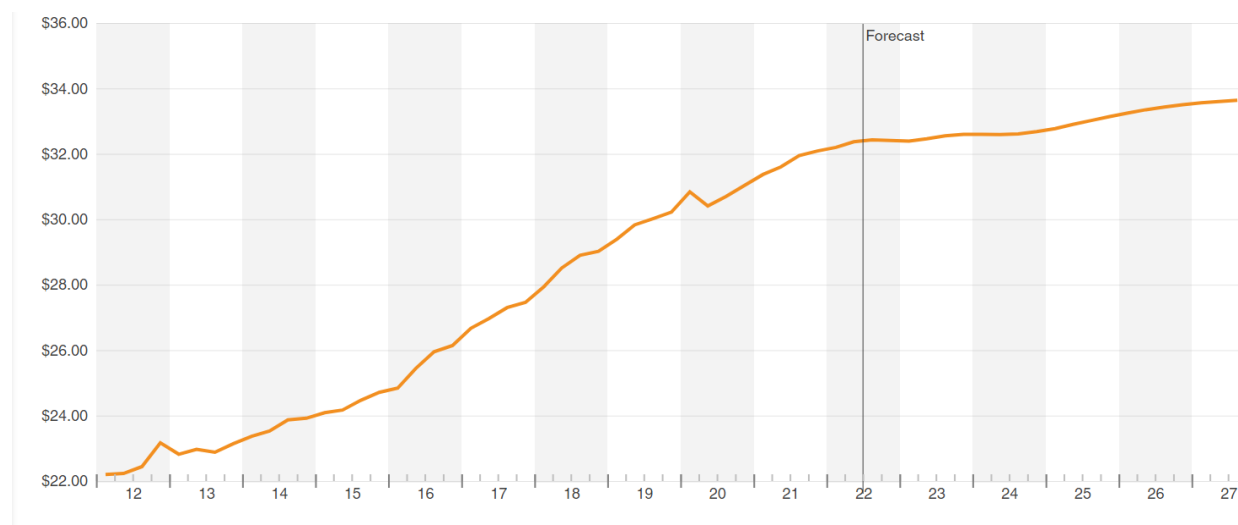


Source: CoStar

In the short-term, Auburn's office market has seen rents grow 2.3 percent over the past year, compared to 1 percent for the Seattle metro region overall, according to CoStar. Rents in the larger Auburn/Federal Way office market are about \$29 per square foot, compared to \$35 per square foot in the Seattle metro. In downtown Auburn, office market rents are somewhat higher

than the city overall, currently around \$32 per square foot. CoStar forecasts office rents will stabilize in the coming years, increasing at a slower rate than the past decade, as shown below.

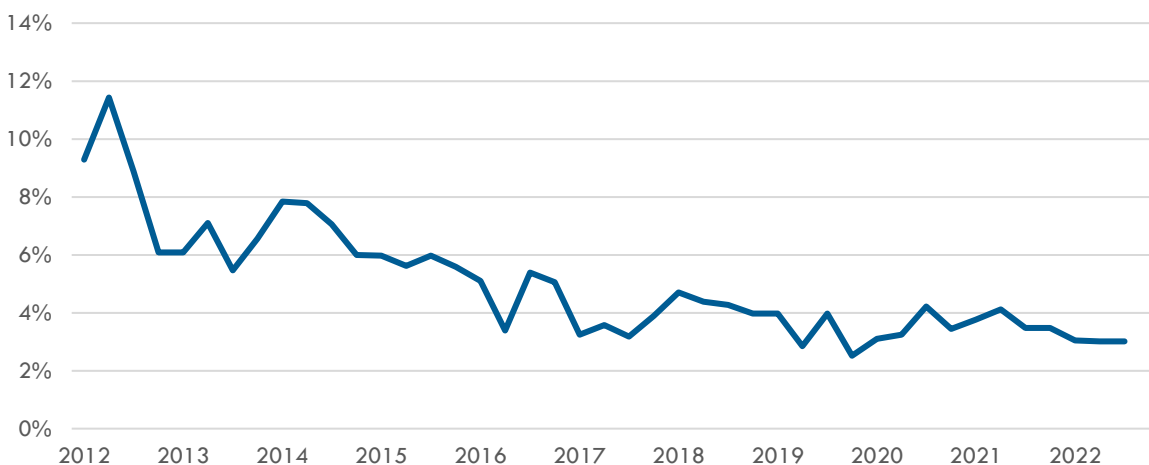
FIGURE 6-14 Office Market Rents per Square Foot, Auburn Downtown Study Area, 2012-2027 (forecast)



Source: Costar

The downtown Auburn office market has seen decreasing vacancy rates over the same period, corresponding with the increased rents per square foot shown above. Current vacancy rates are at 3 percent and have decreased in recent years as shown in Figure 6-15. Overall, this data suggests that **there has been demand for office space in the downtown area over the past decade, though regional development trends suggest this may stabilize in the coming decade.**

FIGURE 6-15 Office Vacancy Rate in Auburn Downtown Study Area, 2012-2022



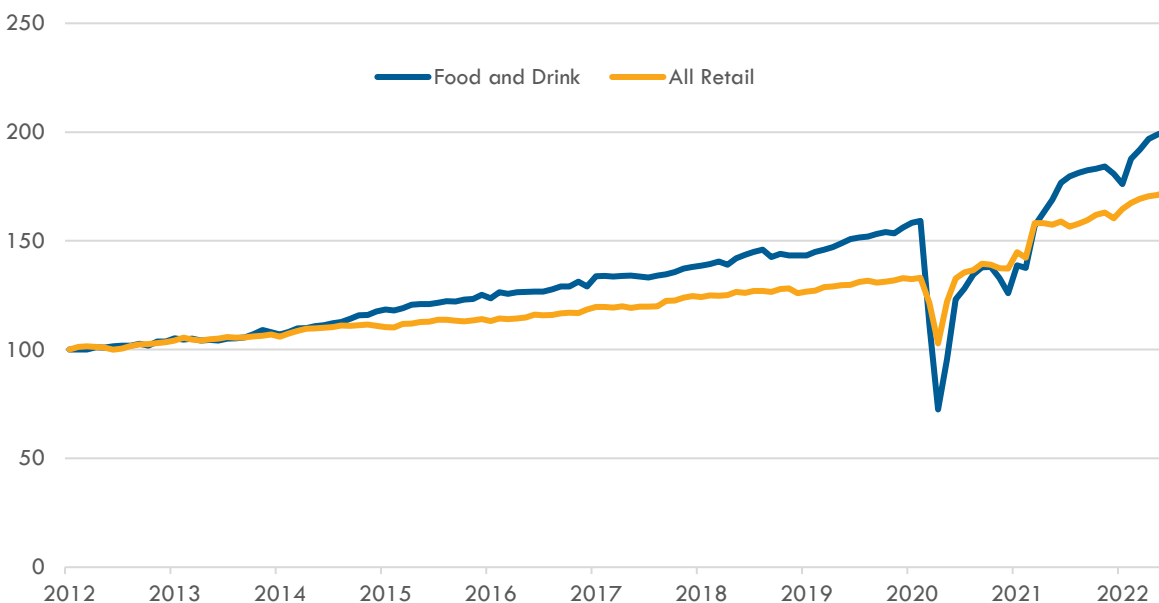
Source: Costar

Retail

The nature of retail has been changing significantly in recent decades and even more rapidly since the onset of the COVID-19 pandemic in 2020. (For more background, see Appendix A – Market Study – Section 3.) Much of retail spending has moved online, particularly for hard goods and commodities that can be bought on the internet. Some retail sectors have had success in the past two years, particularly home improvement stores and discount stores, although these are unlikely to relocate to Auburn’s downtown area. Other types of retail, such as apparel stores and office supplies, are also unlikely to be major players in the downtown retail market due to their uncertain future and the proximity of major shopping centers in Auburn and Federal Way.

On the other hand, brick-and-mortar retail has proven more resilient than expected in some sectors. Smaller stores that provide immediate access to products, specialty items, and contribute to a sense of community seem to be defying post-pandemic trends, with 2022 on track to be the first year of net-positive store openings since 2016, according to a recent study by Cushman & Wakefield.⁷ **Most notably, the food and beverage industry has seen rapid growth as people returned to socializing following pandemic lockdowns, and this trend seems likely to continue.** Figure 6-16 shows the relatively more rapid growth in food and beverage sales compared with all retail sales over the past decade, and particularly since 2020.

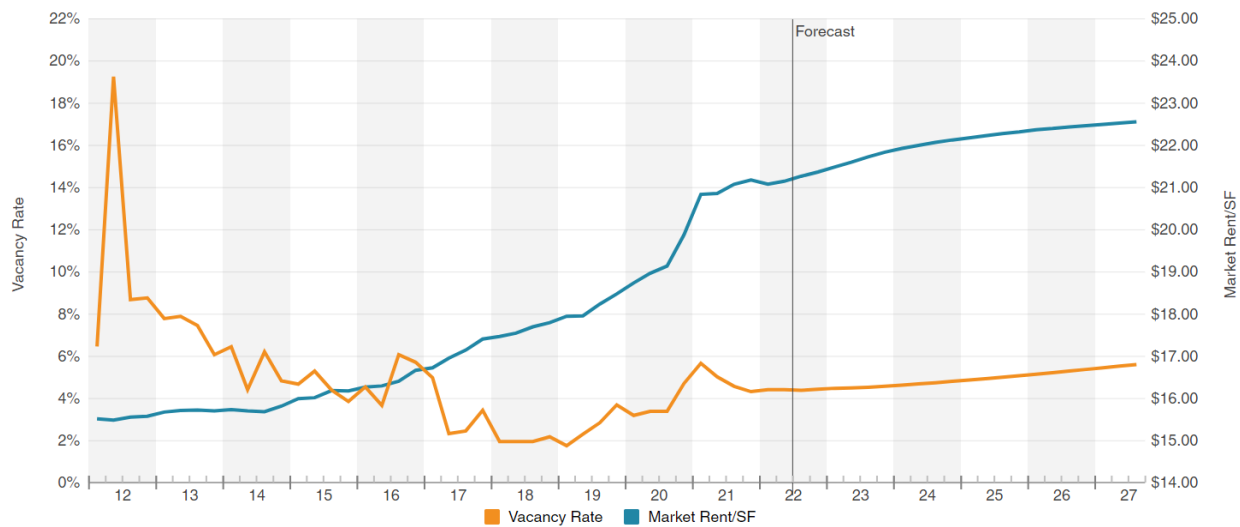
⁷ Scardina, Barrie. “Making an Impact in Retail: Why Brick & Mortar is Here to Stay.” Cushman & Wakefield, June 16, 2022. <https://www.cushmanwakefield.com/en/united-states/insights/us-articles/making-an-impact-in-retail-why-brick-and-mortar-is-here-to-stay>

FIGURE 6-16 Indexed Growth in All Retail and Food and Beverage Sales, 2012-2022.

Source: FRED Economic Data, St. Louis FED, US Census Bureau

In addition to these considerations about types of retail, the retail market differs from the multifamily and office market in that new standalone retail is extremely unlikely to be built in the next two decades. Instead, **new retail uses will occupy existing space in historic buildings, new ground floor space in mixed-use developments, and adaptive reuse projects. Downtown Auburn is well positioned in this regard**, with its existing historic Main Street and recent and forthcoming mixed-use projects with ground floor retail space. However, downtown Auburn is currently experiencing many vacant retail storefronts for a variety of reasons. Stakeholders interviewed by the project team in August 2022 expressed frustration that the high rents in the downtown area are out of reach for many small businesses. CoStar data shown in Figure 6-17 confirms that rents have increased significantly over the past two years, as well as vacancy rates. Currently rents are at \$12 per square foot and vacancy just above 4 percent.

FIGURE 6-17 Retail Vacancy Rate and Market Rent in Downtown Study Area, 2012-2027 (forecast)



Source: Costar

The vacant storefronts discussed by stakeholders in downtown Auburn are contributing to a sense that little is happening in the area and reports of crime are also of concern to residents and business owners. **Various incentives or programs may be appropriate** to help reduce the vacancies downtown and help catalyze more activity in the area. For example, San Francisco has recently instituted a **Commercial Vacancy Tax** which landlords must pay within certain commercial districts if their commercial properties are vacant for more than 182 days in a calendar year, to encourage landlords to keep their properties leased.⁸

Auburn has an existing **Business Improvement Area (BIA)** which funds the Downtown Auburn Cooperative and downtown events. The funding structure has recently been updated to receive funding directly from the city rather than from a tax on downtown businesses. Continuing to fund the BIA is an important ongoing effort in revitalizing the downtown. Among other programs the BIA administers the **Downtown Façade Improvement Grant Program**, which seeks to “preserve and enhance the charm of our Downtown commercial area through strategic physical improvements to buildings.” In LCG’s view, such programs are definitely a best practice for downtown revitalization, as they can help to nudge property owners to explore more creative uses for their properties that enable more vibrant businesses, attract more shoppers and diners, and set examples for other nearby property owners. The program could be strengthened by removing the restrictions on businesses with more than 25 employees and on newly constructed buildings to expand its reach.

⁸ San Francisco Treasurer & Tax Collector. “Commercial Vacancy Tax.” <https://sftreasurer.org/business/taxes-fees/commercial-vacancy-tax-vt>

6.2 Development Areas

Figure 6-19 shows the relationship between the building (improvement) value and the land value in the downtown Auburn study area. This ratio can help to identify sites that are likely to redevelop, if the value of the land is substantially more than the value of the building (i.e., a ratio below 1.0, shown here in brown). Sites with ratios above 1.0 are less likely to redevelop due to the value of the building.

The map below shows **potential movement of development activity towards two areas with clusters of underutilized parcels**. In the Downtown Core, there are several blocks directly to the east of the most recent developments which are showing a low improvement-to-land value ratio. This area currently contains a Safeway and an auto parts store, both surrounded by a significant amount of surface parking. Of note, several recent projects in Auburn including Legacy Plaza and The Verge were developed on similar sites previously occupied by surface parking, as shown below.

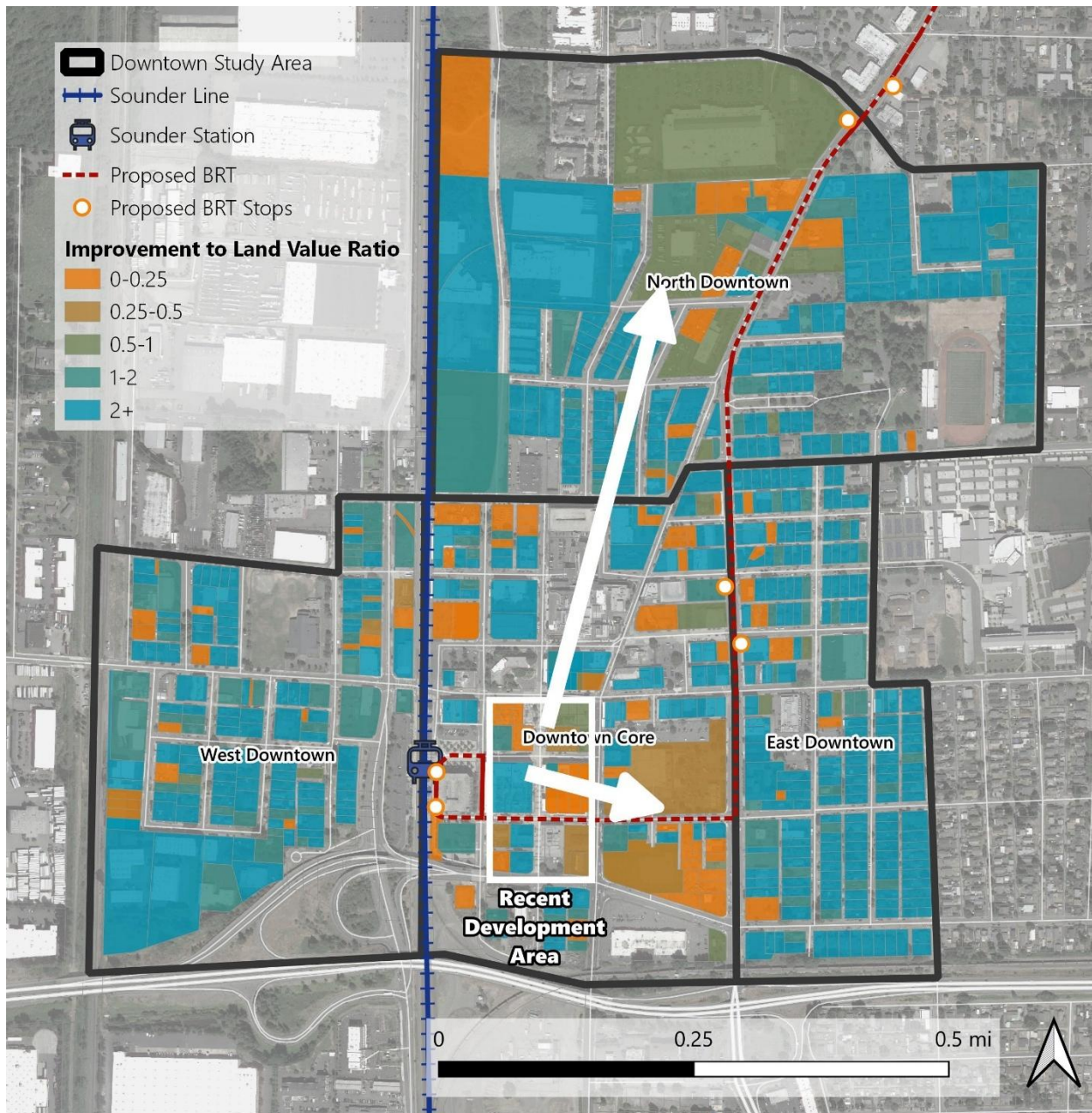
FIGURE 6-18 The Verge Apartments Before and After Development



Source: Google Earth

In the northern area, there is also a **cluster of large, underutilized sites south of Fred Meyer**. These may be potential candidates for redevelopment, particularly in light of the forthcoming King County Rapid Ride 1 line slated to begin service in 2025, with a stop directly adjacent to the Fred Meyer as shown below.

FIGURE 6-19 Improvement to Land Value Ratio in Study Area



Source: City of Auburn GIS, Leland Consulting Group

6.3 Key Findings and Implications for Plan

Market Outlook

- Nationally, developers are shifting away from building hospitality, office, and retail properties in favor of industrial, single family, and multifamily housing.
- Most recent development in downtown Auburn has taken place within a small part of the downtown core, and the majority of the development has been housing over some ground floor commercial space.
- Although the average asking monthly apartment rent in Auburn is among the lowest in the Seattle area, rents have increased by 7.3 percent over the past year, decreasing the gap between Auburn and Seattle metro area rents.
- Multifamily units make up by far the largest amount of square footage in the downtown.
- Auburn has seen considerably more office development than other South Sound municipalities in recent decades, anchored in health care and the public sector.
- Although information and technology jobs are growing the fastest, driven by Seattle's dominance in tech industries, health care and government are both expected to add significant numbers of jobs in the coming years regionally. Auburn's existing cluster of medical facilities makes the downtown well positioned to take advantage of this regional trend.
- Most new retail uses will likely occupy existing space in historic buildings, new ground floor space in mixed-use developments, and adaptive reuse projects. Most notably, the food and beverage industry has seen rapid growth as people returned to socializing following pandemic lockdowns, and this trend seems likely to continue.
- Various incentives or programs may be appropriate to help reduce retail vacancies downtown and help catalyze more activity in the area, such as a commercial vacancy tax, and continued funding for the Business Improvement Association. One key tool is the city's Downtown Façade Improvement Grant Program, which should continue into the future and potentially be provided with more funding in order to be applied to a wider range of buildings and projects. One focus area of this tool should be Historic Main Street.
- Opportunity locations for redevelopment in the downtown include several blocks in the downtown core east of the most recent developments and a cluster of underutilized sites in the north subarea south of Fred Meyer, near the forthcoming BRT line.

SECTION 7 TRANSPORTATION

The Auburn Downtown Plan and Environmental Impact Statement (EIS) was prepared for the City of Auburn in May 2001. Since then, the City has updated its comprehensive plan and policies guiding levels of service for transportation. The transportation context of Auburn has also evolved, following both local and regional infrastructure investments, as well as local and regional growth. This chapter is updated to reflect the current conditions in the city and, consistent with the Comprehensive Plan, newly updated to address a more recent base year of 2022 and horizon year of 2044 and relies on the Comprehensive Plan transportation element update which will summarize 2022 traffic counts.

This chapter begins with summaries of recent plans, programs, and studies related to the City of Auburn Downtown Subarea. Current conditions of the transportation network in the City of Auburn Downtown Subarea are also documented. This includes the traffic operations as of the 2022 Comprehensive Plan update.

7.0 Existing Transportation Plans and Studies

This section provides summaries of recent plans, programs, and studies related to the City of Auburn Downtown Subarea. These summaries help provide a background understanding of the prior transportation planning and regulatory framework in the study area. Plans and studies are organized into (1) Subarea plan, (2) project specific plans, and (3) areawide transportation plans. These are presented in chronological order with most recent plans first.

Area Plans

AUBURN DOWNTOWN PLAN & EIS (2001)

The Auburn Downtown Plan was adopted in May 2001. The goal of the plan was to strengthen the downtown community, economy, and image by building on existing assets, facilitate catalyst projects in key locations, stimulate infill and redevelopment, and influence the design and construction of high-quality public infrastructure. The vision of the downtown plan included key features to enhance transit accessibility, such as clearly identified wayfinding opportunities and maintaining historic railroad design.

The Plan identified the transit center as a key hub to providing connections to Main Street and the core retail area. Also identified were challenges to mobility in the downtown area, including a need for enhanced mobility connections between downtown districts, as well as development of

underutilized properties. A well-designed and defined pedestrian environment is also not present off of Main Street due to the presence of heavy commercial, industrial, and auto-oriented uses. The Plan also acknowledges the challenges that heavy freight traffic places on the walkability and desirability of Downtown Auburn.

COMPREHENSIVE DOWNTOWN PARKING MANAGEMENT PLAN (2014)

The Comprehensive Downtown Parking Management Plan (CDPMP) manages existing parking assets, assesses current parking demand, forecasts future parking needs, and endeavors to develop a first-rate downtown parking system. The CDPMP was adopted in January 2014.

As of the 2014 Plan, there were no considerations to expand the on- and off-street parking supply in the Downtown Urban Center. However, the Auburn Transit Center is planned through Sound Transit to construct a second garage. In 2022, Sound Transit hosted virtual engagement opportunities to determine the location of the garage. This construction project is estimated to complete in 2026.

Project Specific Plans

AUBURN STATION PARKING AND ACCESS IMPROVEMENTS

Sound Transit is improving access to the Auburn Sounder Station for riders, whether they access the station by walking, bicycling, connecting buses or driving. This project includes a new parking garage located at 1st Street Northwest and is expected to complete by 2026.

This parking garage will add parking as the existing Auburn Station parking garage is filled to capacity during the morning commute for riders using the Sounder S Line train travelling between Lakewood and downtown Seattle. This train completes 13 roundtrips each weekday and runs special service for select events. Construction is expected to start as early as late 2023 with opening to the public in late 2026.

Local Jurisdiction and Agency Plans

CITY OF AUBURN

Auburn Comprehensive Plan – Transportation Element (2015)

The Auburn Comprehensive Plan was adopted in 2015 and recently updated in December 2021. The Plan describes existing transportation conditions and future changes and needs as they relate to growth in the City. December 2021 updates included changes to the existing transportation network, an updated current needs evaluation, and identification of standards for future development and infrastructure improvement scenarios.

The Comprehensive Plan details anticipated land use development patterns and transportation capital needs citywide through 2044. The Comprehensive Plan identifies the following major transportation investments in Downtown:

Auburn Way Corridor Improvements	Construct pedestrian accessibility and aesthetic enhancements on Auburn Way between 4 th St NE and 4 th St SE, including curb-bulbs at intersections adjacent to on-street parking, a new northbound left-turn at 3 rd St SE, and signal and channelization improvements at E Main St.
Main Street TOD Infrastructure Improvements – Western Main Street	West Main Street, B Street NW/SW to Division Street, replace roadway, parking, sidewalks, and utilities.
Main Street TOD Infrastructure Improvements – Central Main Street	East Main Street, Auburn Avenue to Auburn Way North – replace roadway, parking, sidewalks, and utilities.
Main Street TOD Infrastructure Improvements – Eastern Main Street	East Main Street, Auburn Way to F Street SE/NE, replace roadway, parking, sidewalks, and utilities.

Puget Sound Vision 2050 (2021)

The City of Auburn downtown subarea is identified in the Puget Sound Regional Council Vision 2050 plan as a Regional Growth Center (RGC) intended to accommodate a significant share of future growth. To achieve regional growth goals, Auburn should encourage development near high-capacity transit stations and within regional growth centers.

2022 – 2027 Transportation Improvement Program (2021)

The Transportation Improvement Program (TIP) was adopted in June 2021 and sets priorities for the allocation of secured and unsecured funding and coordinates future transportation projects with needed utility improvements. Projects in the TIP that fall within the Downtown Subarea study boundary are included below:

- Auburn Way N/1st St NE – Signal Replacement
- Auburn Avenue/E Main Street – Signal Replacement

- A Street NW Phases 1 & 2
- 2nd Street SE Preservation

City of Auburn Local Road Safety Plan (2022)

The Local Road Safety Plan (LRSP) was adopted in March 2022 and summarizes a systemic safety analysis of Auburn's citywide transportation network. The Plan found that factors such as high-speed roadways (with posted speeds greater than 35 miles per hour), widely spaced street lighting, the presence of industrial land uses, streets with higher functional classifications, and alcohol/drug use are all contributing factors to the most to serious or fatal collisions in Auburn. Within the Downtown Study Area, Auburn Way was found to have the highest collision risk factors for serious or fatal collisions.

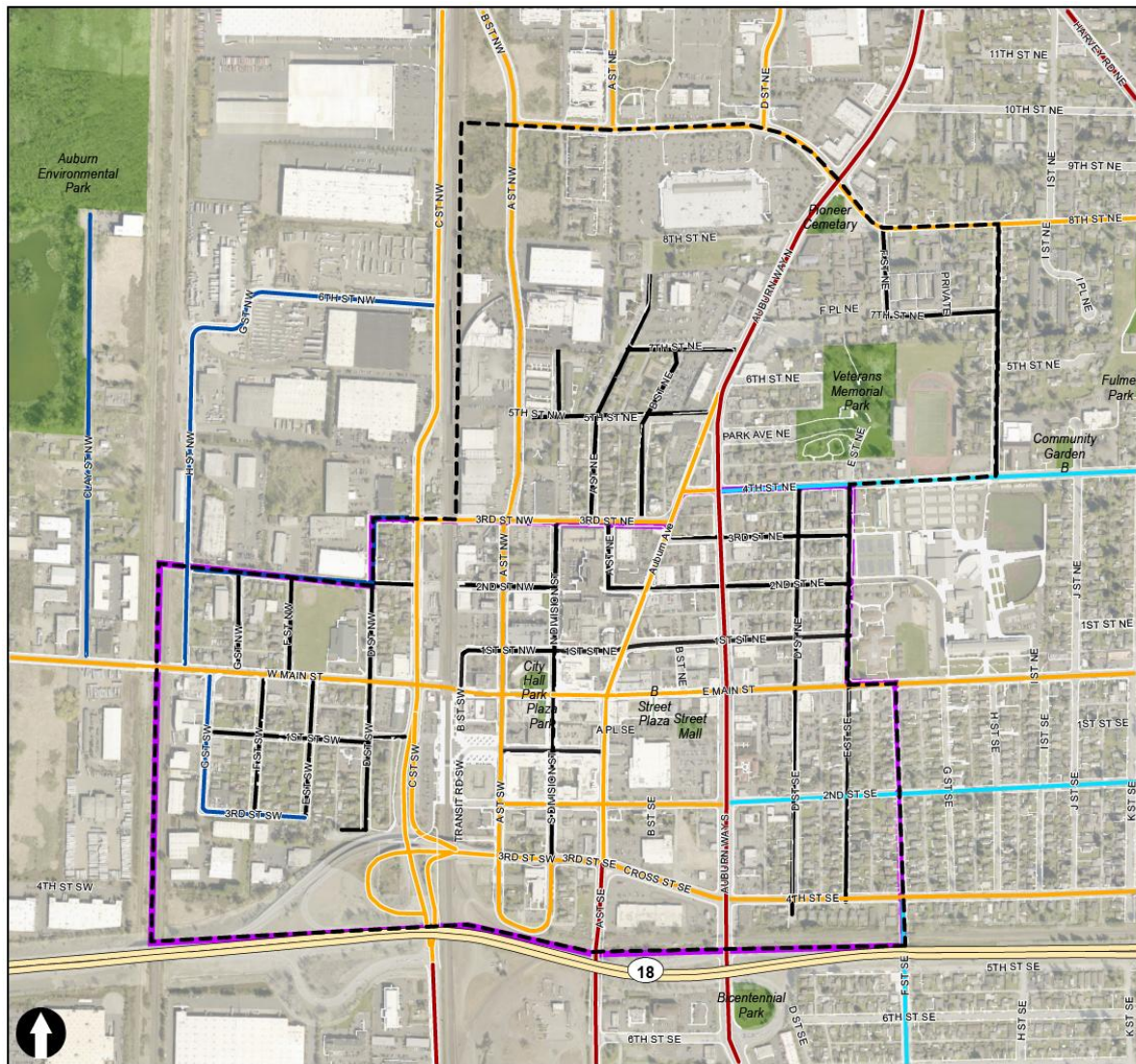
7.1 Current Conditions

This section provides summaries of the existing transportation network in the City of Auburn Downtown Area. These summaries help provide a background understanding of the existing transportation conditions to provide a framework from which to build off for the future conditions analysis.

Roadway Network

The street system functions as a network. Functional classification is the hierarchy by which streets and highways are defined according to the character of service they provide. The three main classes of streets in Auburn are arterials, collectors, and local streets. Existing street classifications are shown in Figure 1, with unidentified streets classified as local streets. Understanding the existing functional classification helps establish which corridors will provide for the future movement of people and goods, as well as emergency vehicle access. As development is being considered, accommodation for the appropriate transportation corridors is crucial. In the downtown study area, most streets are primarily collector and local roadways, with three arterials running north-south and one east-west connection.

FIGURE 7-1 Roadway Network



2024 Roadway Classification

- | | |
|---|--|
| — Principal Arterial | Study Area |
| — Minor Arterial | Current Downtown / RGC |
| — Collector | SR-18 |
| — Industrial Collector | Parks |
| — Local
(Not show on map out
side of study area) | |

Source: MAKERS, City of Auburn 2024 Roadway Classifications

TRAFFIC OPERATIONS

As of the 2021 comprehensive plan, the City uses a single-mode LOS system based upon vehicular travel. Corridor segments within Downtown Auburn may operate at LOS E. All other arterial and collector corridors in the City must operate at LOS D or better, unless otherwise indicated. The City also uses a weekday PM peak hour unless there are unique conditions present.

TABLE 7-1 shows the levels-of-service results for the downtown study area intersections for the existing 2022 AM and PM peak hours.

TABLE 7-1 Intersection Level of Service – Existing 2022 AM/PM Peak Hour

ID	Name	Control Type	HCM Edition	AM LOS / Delay (S)	PM LOS / Delay (s)
339	B St NE/B St NE & 10th St NE	TWSC	6th	B / 14	C / 18
61*	AWN & 1st St NE	Signal	6th	A / 9	B / 13
60	AWN & 4th St NE	Signal	2000	C / 25	B / 19
34	AWN & 9th St NE/8th St NE	Signal	6th	C / 20	C / 25
62	AWS/AWN & E Main St	Signal	2000	C / 27	C / 32
63*	AWS & 2nd St SE	Signal	2000	A / 8	B / 11
80*	AWS & Cross St SE/4th St SE	Signal	6th	B / 12	B / 13
81	AWS & SR-18 WB On/SR-18 WB Off	Signal	6th	B / 19	C / 30
35	10th St NE/9th St NE & D St NE	Signal	6th	B / 12	B / 20
64*	F St SE & 4th St SE	Signal	6th	B / 15	B / 15
114	C St SW & 3rd St NW	Signal	6th	A / 8	F / 90
115	A St NE & 3rd St NE/3rd St NE	Signal	2000	C / 25	C / 25
71	Auburn Ave & 3rd St NE	Signal	2000	A / 8	B / 14
70	Auburn Ave & 4th St NE	Signal	2000	A / 4	A / 4
72	Auburn Ave & 1st St NE	Signal	6th	A / 4	A / 9
110	S Division/N Division & West Main St/East Main St	Signal	6th	A / 6	A / 7
111	A St SW/A St NW & West Main St	Signal	6th	A / 9	B / 10
113	C St SW & West Main St	Signal	6th	C / 22	C / 22
74*	A St SE & 2nd St SE	Signal	6th	B / 16	C / 30
75	A St SE & 3rd St SE/Cross St SE	Signal	6th	C / 27	D / 37
76	S Division & 3rd St SW/3rd St SE	Signal	6th	B / 12	B / 15
484	C St SW & SR18 WB ON/OFF	Signal	6th	B / 13	B / 19
312	C St SW & SR18 EB ON/OFF	Signal	2000	B / 14	B / 15
439	10th St NE & A St NE	AWSC	6th	A / 8	B / 11
518	A St SW & Transit Driveway/1st St SW	AWSC	6th	A / 8	A / 8
112	A St SW & 2nd St SW	Signal	6th	B / 14	B / 13
521	F St SE & 2nd St SE	AWSC	6th	A / 8	A / 8

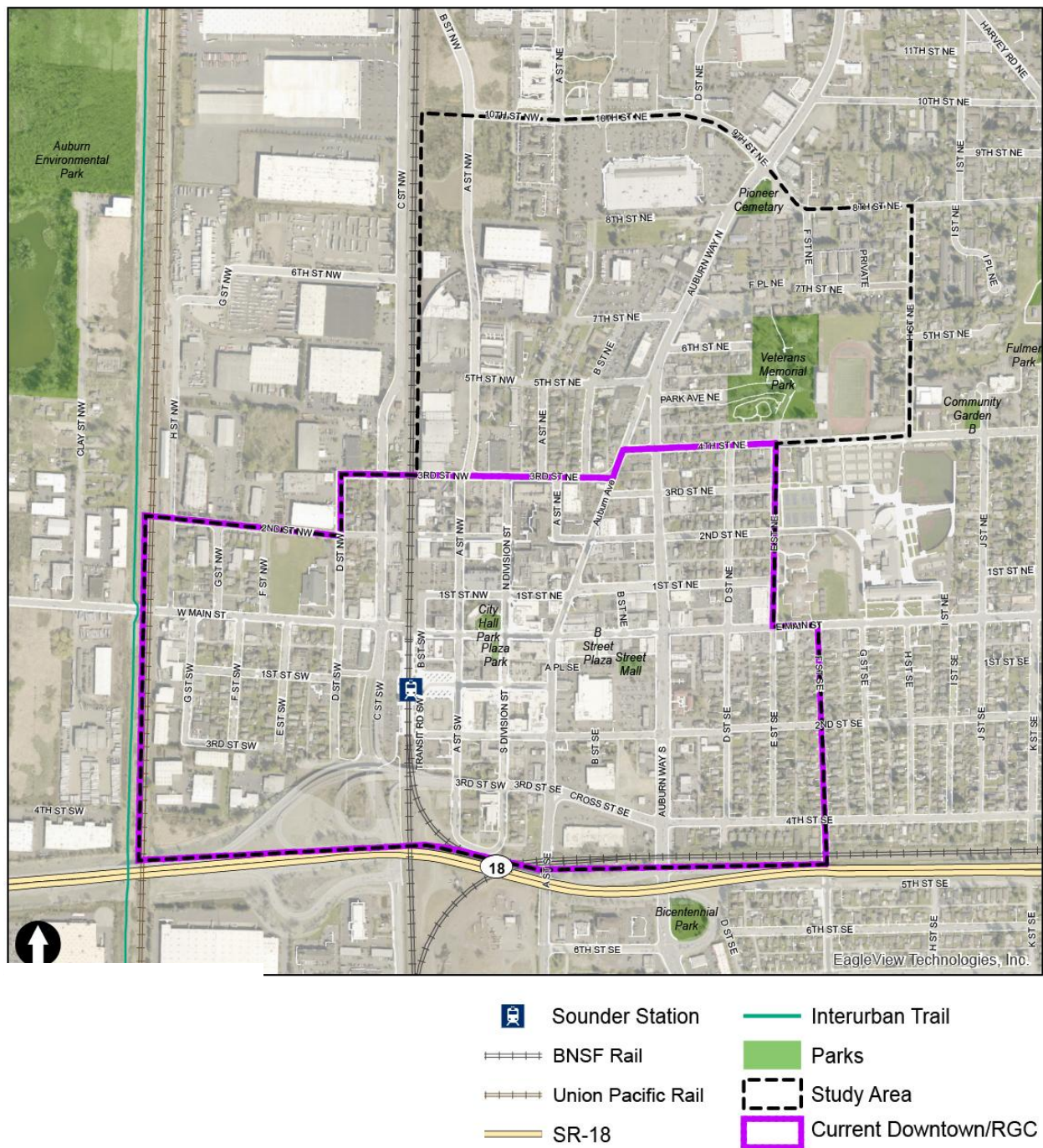
*LOS results for intersections are not from 2022 traffic counts.

As of 2022, all of the intersections operate at LOS D or better except for intersection 114 (C St SW & 3rd St NW), which operates at LOS F in the PM peak period. As part of the City's 2024 Comprehensive Plan update, the City plans to adopt more multi-modal level of service standards, which consider conditions for people walking, biking, and using transit.

Rail

The Union Pacific Railroad (UP) and Burlington Northern Santa Fe Railway (BNSF) have rail lines running through Auburn as indicated in Figure 2. The UP Railroad runs north-south along the western edge of the study area boundary. BNSF also runs north-south, has a double-track, and operates the rail yard between A Street SE and C Street SW, south of SR-18. This area may develop as a multi-modal rail yard in the future, which could necessitate capacity improvements due to increased truck traffic. While the rail yard is outside the study area, future development could impact traffic flow through downtown. Finally, the Sounder additionally runs through downtown Auburn on BNSF tracks, with the Sounder station located downtown with one parking garage and a second parking garage undergoing planning development with a tentative completion date of 2024.

FIGURE 7-2 Rail Network

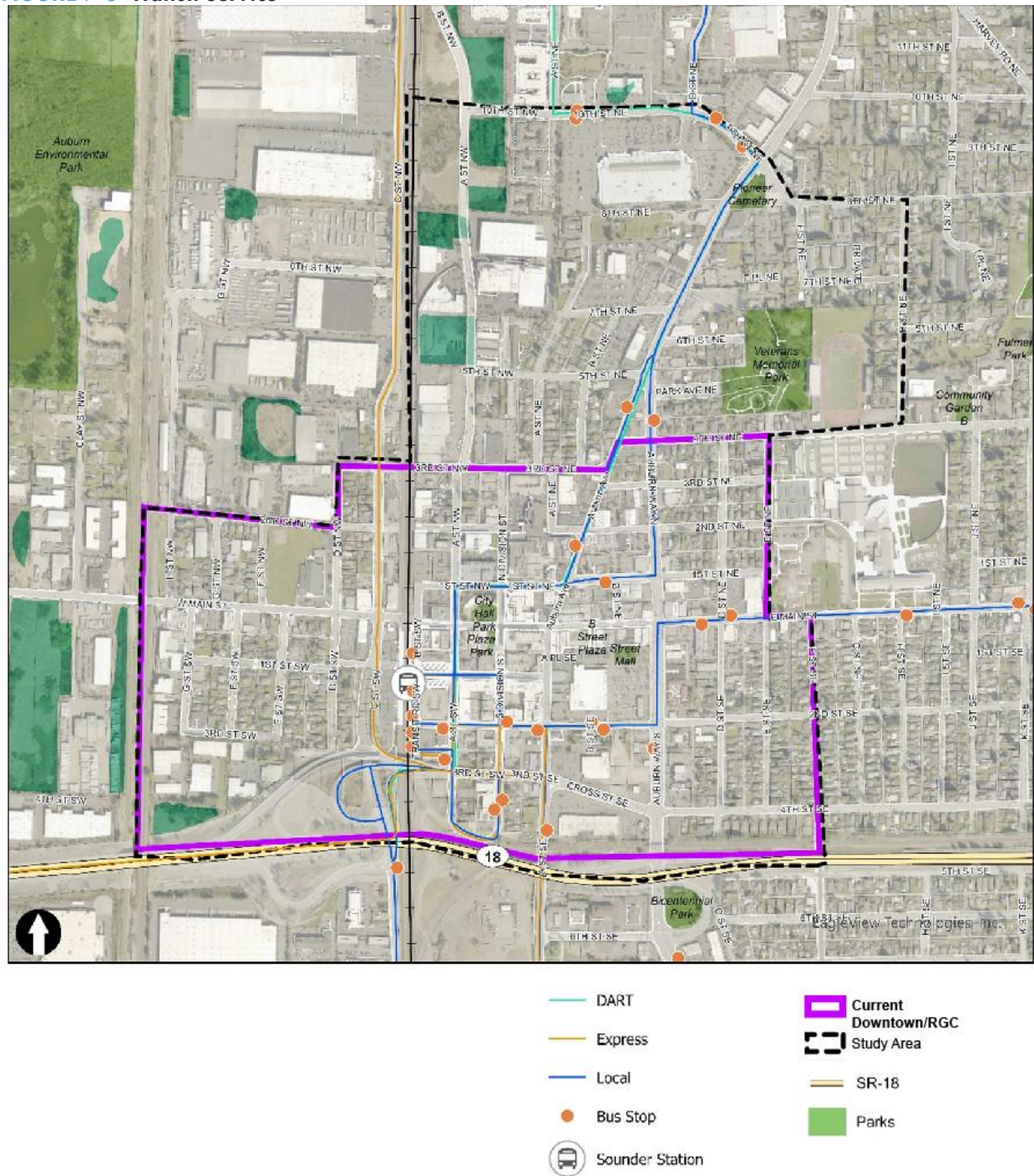


Fehr & Peers, City of Auburn GIS data

Transit

The City of Auburn does not administer transit service. The City coordinates service with King County Metro Transit, Pierce Transit, Sound Transit, and Muckleshoot Tribal (MIT) transit. Transit in the city operates at local service (30-minute headways in the peak period) and frequent/express service (less than 30 minute headways in the peak period). Service is also offered through DART (Dial-A-Ride Transit) which arranges transit service on demand. As noted above, the City of Auburn has a rail station, which is served by Sound Transit's Sounder train, which runs primarily during peak AM/PM weekday hours. Figure 3 represents the existing transit network.

FIGURE 7-3 Transit Service



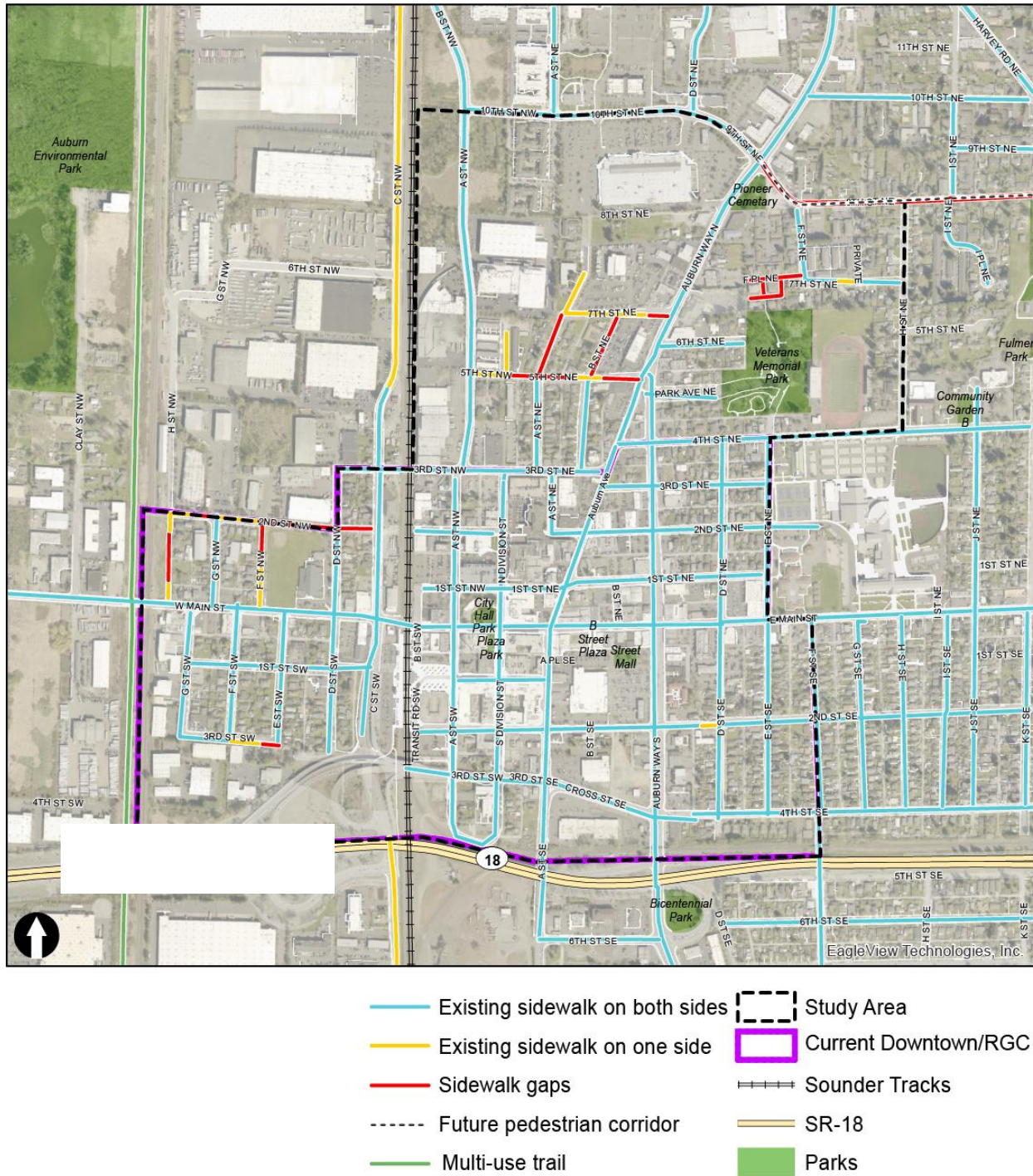
Fehr & Peers, City of Auburn GIS data

Active Transportation

PEDESTRIAN NETWORK

Downtown Auburn offers a complete pedestrian network, in which sidewalks are generally available on both sides of most streets and there are also two multiuse trails in proximity to the study area. Overall, this supports a positive pedestrian environment, as businesses, shops, and single-family homes in the downtown core generally benefit from sidewalks and street trees. However, sidewalks tend to be in varying conditions, with some of the older sections of the study area in need of sidewalk repairs or replacement, and some sidewalks too narrow to provide comfortable walkability.

FIGURE 7-4 Pedestrian Network

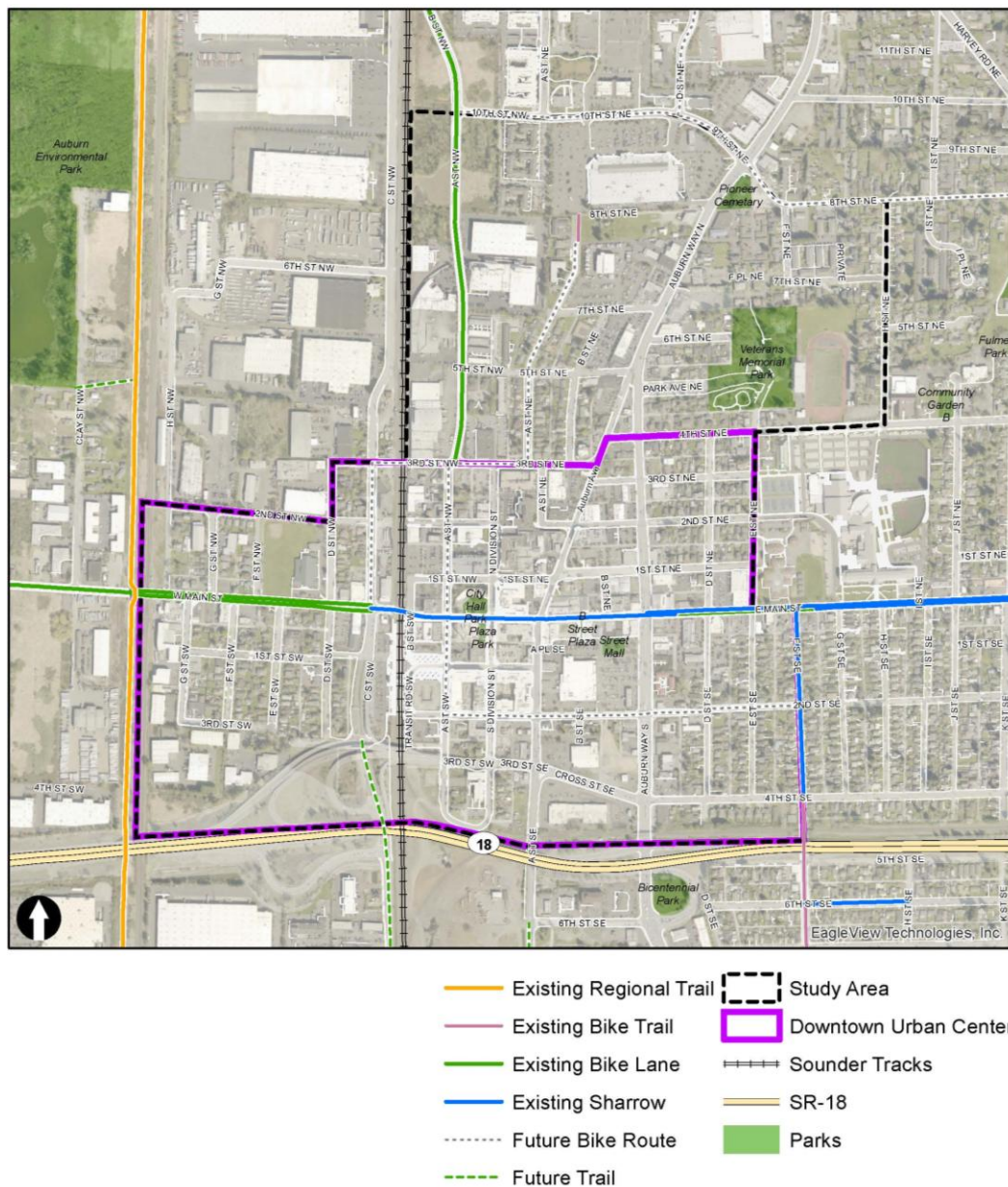


Source: Fehr & Peers and MAKERS, City of Auburn GIS data

BICYCLE NETWORK

Better accommodating people who wish to travel by bike is priority for the City. Current infrastructure benefits from access to regional trails such as the Interurban Trail directly west of downtown. However, there are few existing bicycle facilities in the City, with only existing sharrows and bike lanes in the study area. There are also two multiuse trails in proximity to the study area as seen in Figure 7-5

FIGURE 7-5 Bicycle Network

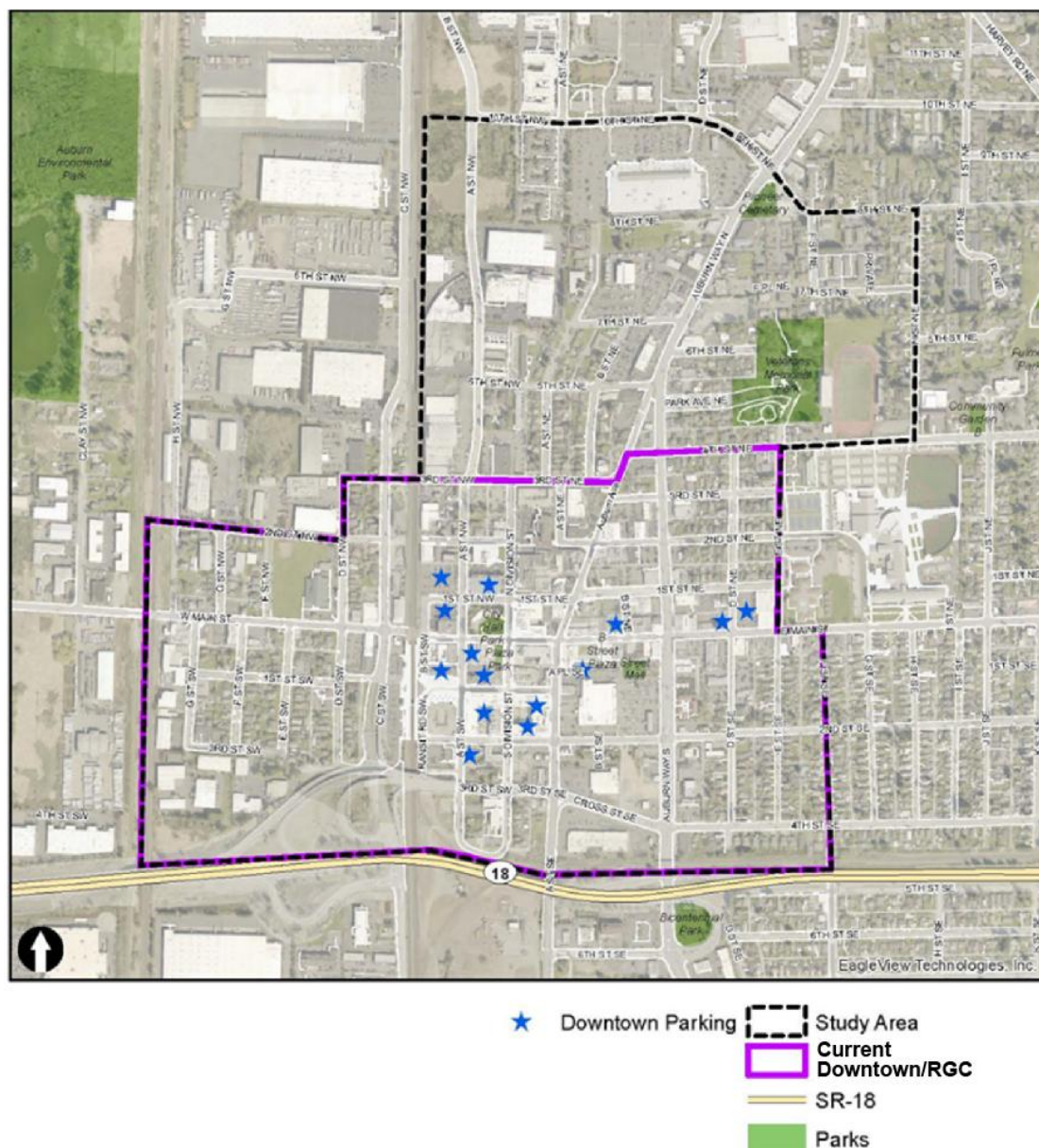


Source: Fehr & Peers, City of Auburn GIS data

Parking

According to the Comprehensive Downtown Parking Management Plan (CDPMP), adopted January 2014, there were a total of 4,879 parking spaces in the Downtown Urban Center (DUC) as of December 2011. This includes on-street public parking, off-street public parking, and off-street private parking. Figure 7-6 shows the locations of parking lots downtown. Other parking is included on-street with time limits.

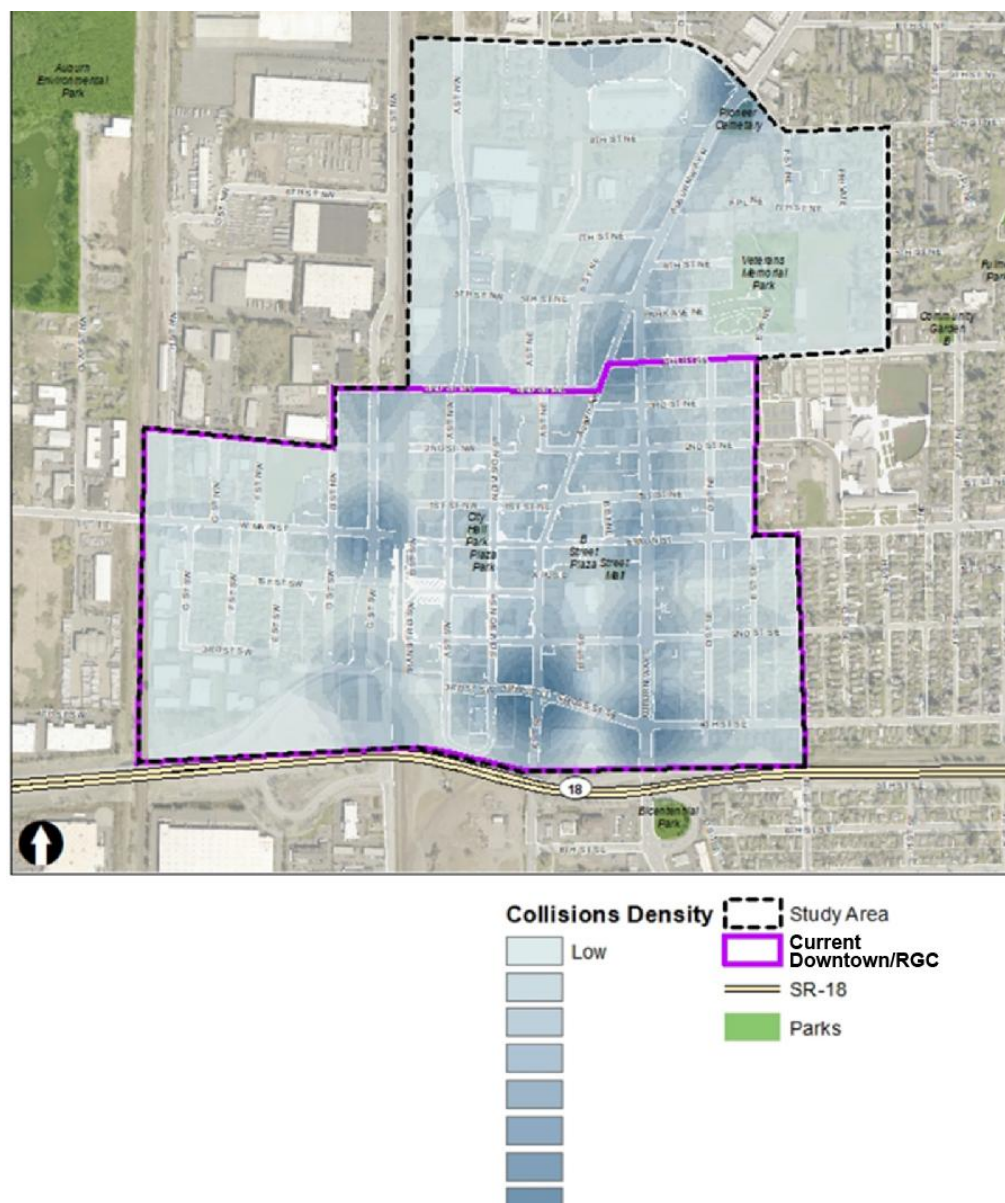
FIGURE 7-6 Parking



Source: Fehr & Peers, City of Auburn GIS data

Safety

Safety is a high priority for the City to promote a downtown environment that accommodates multiple transportation modes. The City's comprehensive plan policies include a goal to "significantly reduce or eliminate traffic fatalities and serious injuries through a safe systems approach." Figure 7-7 shows the locations in Downtown with the highest density of collisions. As shown by the heatmap, most collisions occurred along principal and minor arterial roadways, as well as major intersections. At grade rail crossing intersections are also evaluated for safety, including several in the downtown study area. There have been recent upgrades to the rail crossings, such as pre-signals that prevent vehicles from stopping on the crossing.

FIGURE 7-7 Safety

Source: Fehr & Peers

7.2 Key Findings and Implications for Plan

- As the City of Auburn updates the Comprehensive Plan to reflect a 2044 future year, the Downtown subarea will receive subsequent updates. There are several projects in and around the downtown subarea, such as the Sound Transit construction of a new parking garage to accommodate demand around the Sounder rail line. Additionally, plans in the vicinity of the downtown subarea will impact traffic needs in and around the study area.

- The downtown subarea has adequate sidewalk presence, but sidewalks are varying in quality and conditions. There is limited separated bicycle infrastructure in the city, but the downtown area is in proximity to regional trails. There are also principal and minor arterials and freight rail lines running through the study area boundary, which emphasizes the need to ensure safe and accessible facilities for all modes. From a safety perspective, the Local Road Safety Plan found that collisions primarily occur along principal and minor arterial roadways at major intersections.
- The City does not administer transit service. Transit service is provided through Sound Transit, King County Metro Transit, Pierce Transit, and Muckleshoot Tribal (MIT) Transit. The City also has Sounder rail service, with one north/south rail line that provides service for both the Sounder and BNSF. Finally, parking is offered through on-street public parking, off-street public parking, and off-street private parking.
- Currently, all intersections that fall within the downtown study area boundary operate at a Level of Service D or better, with the exception of one intersection (C St SW & 3rd St NW) operating at LOS F in the PM peak.

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SECTION 8 PUBLIC SERVICES

This section documents existing facilities for public schools, police services, fire/emergency medical response, and parks and recreation facilities serving the study area. Future needs for services that serve an area larger than Downtown will be addressed by the City’s Comprehensive Plan update, which will be completed in 2024.

8.0 Schools

Current Conditions

There are three schools in or adjacent to the study area:

- West Auburn Senior High School
- Washington Elementary School (adjacent to the study area)
- Auburn High School (Adjacent to the study area)

These schools serve an area larger than the Downtown Plan study area. Future needs will be addressed through the City’s upcoming Comprehensive Plan update.

8.1 Police

Current Conditions

The Auburn Police Department headquarters is currently located in Downtown Auburn at the Auburn Justice Center at 340 East Main Street. However, the City is planning to move this facility outside of downtown by 2044.

8.2 Fire

The Valley Regional Fire Authority (VRFA) provide fire and emergency life safety services to Auburn, as well as the Algona and Pacific Communities.

Current Conditions

The VRFA operates the following facilities in Auburn.

TABLE 8-1 VRFA Facilities Located within Auburn

Facility	Location	Description
----------	----------	-------------

Fire Station 31 – VRFA Headquarters	1101 D ST NE, Auburn WA 98002	The VFRA Station 32 is a 9,000 sf facility that handled 44 % of the total emergency calls in 2019, the busiest station in the system. The station was remodeled in 2010 and the 2021-2017 Capital Facilities Plan indicates that the building and location are in good condition. This station's response zone includes Downtown Auburn.
Fire Station 32 – South Auburn	1951 R Street SE, Auburn WA 98002	This is a 9,000 sf facility that was built in 1985 and renovated in 2010. The 2021-2017 Capital Facilities Plan indicates that the building and location are in good condition. It handled 28.12% of all calls in 2019 and is located approximately 2.25 miles southeast of Downtown Auburn.
Fire Station 34 – Lea Hill	31290 124th AVE SE, Auburn WA 98092	This station was built in 2011 and is a total of 11,000 SF. and the 2021-2017 Capital Facilities Plan indicates that the building is in excellent condition and the site is well-positions. It is approximately 2.5 miles northeast of Downtown Auburn. The station handled 6.7% of total calls in 2019.
Fire Station 35 – Support Services / Fire Marshal's Office	2905 C Street SW, Auburn WA 98002	Station 25 is 20,000 sf and houses the Fire Marshal's Office, Support Services, Public Information, and Emergency Management divisions. The building was built in 1944 and is utilized on a month-to-month lease. It is at capacity for office space, but is a useful warehouse facility.

Recent Projects, Planned Improvements, and Identified Future Needs

The VRFA 2021-2017 Capital Facilities Plan's top priority recommendation was to add a new station at the North end of Auburn, north of 30th St NE. This would alleviate pressure on station 31, which currently serves Downtown Auburn. The report also recommends remodeling station 31.

8.3 Parks

Parks and Open Space

POLICY FRAMEWORK

2015 Parks and Recreation Open Space Plan

Downtown is one residential area that isn't currently served by a neighborhood park. (The standard for park acres currently in the City of Auburn is 6.03 acres per 1000 residents.) Adding greenspace downtown would align with several goals of the plan.

- **Positive image through parks** – adding more open space downtown is a key objective of this goal. This open space would serve both community need and help stimulate economic growth downtown.

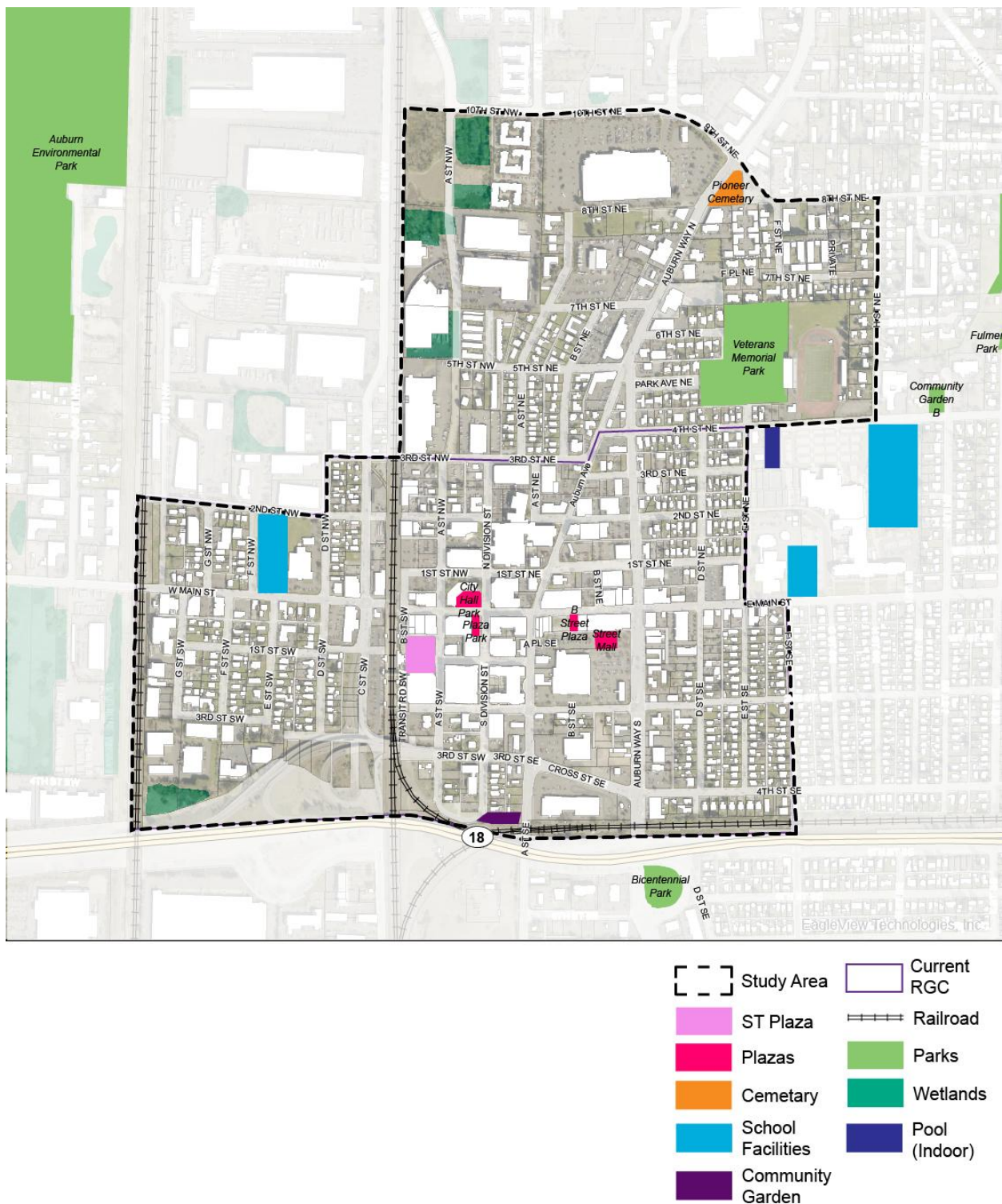
- **New parks** – adding a park downtown supports this goal by helping the city meet the overall level of service standard.

The Auburn Parks and Recreation department also oversees several arts and cultural programs, including the artwork on loan program that places sculptures in public spaces around downtown. There is a strong interest from the community in using arts and culture to continue to raise the profile of downtown Auburn.

CURRENT CONDITIONS

There is very limited green open space within the study area, and near-complete lack of greens space within the current DUC boundary. The area also includes a number of hardscape plaza spaces, which add to the pedestrian-environment of downtown, but do not offer green space or recreation opportunities.

FIGURE 8-1 Map of existing parks and plazas



SOURCES: City of Auburn GIS Data, MAKERS

8.4 Key Findings and Implications for Plan

- There is already a need for new fire station that serves the Downtown area. Further development downtown may increase the need for that public service.
- Parks plans have indicated Downtown as needing more open space, a finding that aligns with Urban Form section.

SECTION 9 UTILITIES AND STORMWATER

The section describes the existing conditions for utilities including water, wastewater, electricity, natural gas, telecommunications utilities, and stormwater within the study area. It includes a discussion of existing policies, plans, and regulations; current conditions; and key findings and implications for the Subarea Plan (the Plan).

9.0 Existing Policies, Plans, and Regulations

Utilities in the study area (water, wastewater, electricity, natural gas, telecommunications, and stormwater) are regulated at the local level and are described below.

9.1 Current Conditions

Water

The City's water sources include the Coal Creek Springs and West Hill Springs watersheds, and are supplemented by a system of ten wells and two connections to the regional water system operated by Tacoma Public Utilities. Storage facilities are found on the Enumclaw plateau, at Lakeland Hills, and at Lea Hill.

Water service in the general downtown area is noted by staff as having existing and future capacity issues, which are being evaluated in an updated Water Services Plan and projects incorporated into the 2044 periodic comprehensive plan.

Wastewater

The study area is served by the Valley Sewer Basin, which the 2015 Comprehensive Plan indicates contains the oldest portions of the City's sewer collection system.

Sewer lines run in alleyways throughout much of the downtown area, which can limit the type and size of development that can occur without moving these facilities.

Electricity and Natural Gas

Puget Sound Energy provides electrical and natural gas service to the City of Auburn.

- PSE builds, operates, and maintains an electrical system consisting of generation, transmission, and distribution facilities.
- Washington state is pushing to reduce carbon emissions by 45% below 1990 levels by 2030, and 95% below 1990 levels by 2050. A shift towards more electrification is one of the major ways the State will meet these targets.

Telecommunications

The 2015 Imagine Auburn Comprehensive Plan indicated the following telecommunications services within the city.

- Conventional local telephone service to the City is provided by CenturyLink and Auburn's central office is located in downtown Auburn, and typically four main lines run from the central office to provide service to the area. Several carriers provide long distance service to the area through a network of underground fiber-optic cables that pass through the City.
- Cellular telephone service within the City, its potential annexation areas, and the Puget Sound region overall is provided by multiple private. Cellular providers are regulated by the Federal Communications Commission. Technology and business practices in the area of telecommunications continue to change rapidly.
- Cable television service is provided by Comcast through a combination of aerial and underground cables.

Stormwater

This chapter describes the existing conditions for stormwater within the City of Auburn Downtown study area. It includes a discussion of existing policies, plans, and regulations; existing stormwater and water quality conditions; and key findings and implications for the Subarea Plan (the Plan). Information contained in this section is based on readily available secondary sources of data; primary research, such as project-specific water quality monitoring or modeling, has not been conducted as part of this analysis.

9.2 Existing Policies and Regulations

Stormwater and water quality in the study area are regulated at the federal, state, tribal, and local levels, as described below. In the discussion below, it is worth noting that some federal environmental regulations and permitting related to stormwater and water quality are administered at the state and local levels.

Federal Regulatory Requirements

The purpose of the federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.) is to restore and maintain the chemical, physical, and biological integrity of the nation's waters. The CWA establishes the basic structure for regulating pollutant discharges into waters of the U.S., including pollutant discharges from stormwater. Sections of the CWA relevant to stormwater management include the following:

1. Section 303(c) of the CWA directs states to adopt water quality standards.
2. Section 303(d) establishes a process for states to identify and clean up polluted waters not meeting water quality standards.
3. Section 305(b) requires states to submit a report on the water quality status of waters to the U.S. Environmental Protection Agency (EPA) every two years.
4. Section 402 establishes the National Pollutant Discharge Elimination System (NPDES) program, requiring pollutant discharges to surface waters be authorized by a permit. NPDES permit requirements initially applied to point source discharges, but the program was expanded in 1987 to explicitly include stormwater discharges.

State Regulatory Requirements

SURFACE WATER QUALITY STANDARDS

Washington's surface water quality standards are the basis for water quality protection in the state, implementing portions of the federal CWA. Chapter 173-201A of the Washington Administrative Code (WAC) states *"the purpose of this chapter is to establish water quality standards for surface waters of the State of Washington consistent with public health and public enjoyment of the waters and the propagation and protection of fish, shellfish, and wildlife All surface waters are protected by numeric and narrative criteria, designated uses, and an antidegradation policy."*

Ecology performs a Water Quality Assessment every two years to assess the status of Washington's waters relative to water quality standards and identify those most in need of cleanup actions. Ecology develops the 303(d) list of polluted waters that require a water improvement project and leads development of Total Maximum Daily Loads (TMDLs) to clean up those waters. Ecology's currently effective Water Quality Assessment and 303(d) list – from 2018 - were approved by EPA on August 26, 2022.

Ecology applies surface water quality standards and incorporates 303(d) listings and TMDL projects into the conditions of its water quality permits, including NPDES stormwater permits. NPDES stormwater permits issued by Ecology are discussed below.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

Ecology administers the NPDES permitting program in Washington on non-federal, non-tribal lands, which covers the Auburn Downtown study area. Ecology has developed general NPDES permits for municipal, construction, and industrial stormwater discharges to surface waters that could apply to future development and operations in the Auburn Downtown study area.

Municipal

Ecology administers the NPDES Western Washington Phase II Municipal Stormwater Permit, which is applicable to regulated small municipal separate storm sewer systems (MS4s) located on the west side of the Cascade Mountains. This permit requires local governments to develop and implement stormwater management programs to control pollutants in discharges from their MS4s and protect water quality in downstream receiving waters. The City of Auburn is a permittee under Ecology's Phase II municipal permit and implements a municipal stormwater program, as described in the *Local Plans, Policies, and Regulations* sub-section below.

Construction

Operators of construction activities that involve clearing, grading, and/or excavation that results in the disturbance of one or more acres, and which discharge stormwater to a surface water of state, are required to apply for coverage under Ecology's NPDES Construction Stormwater General Permit (CSWGP). Compliance with this permit requires development and implementation of a Construction Stormwater Pollution Prevention Plan (SWPPP) to prevent erosion and sedimentation and reduce, eliminate, or prevent contamination and water pollution from construction activity. This permit requires operators to conduct site inspections, perform turbidity/transparency monitoring of discharges, and conduct stormwater pH sampling for significant concrete work or use of engineered soils. Ecology's current CSWGP became effective January 1, 2021, and it expires December 31, 2025.

Industrial

Dischargers of stormwater from industrial facilities, including most manufacturing operations, transportation facilities with vehicle maintenance activities, waste management and recycling facilities, and other industrial operations, are required to apply for coverage under Ecology's NPDES Industrial Stormwater General Permit (ISGP). The permit establishes requirements that include developing a site-specific SWPPP and Spill Control Plan, benchmarks for target pollutants in discharges, monitoring and sampling procedures, quarterly and annual reporting to Ecology, and Corrective Action procedures that apply when discharges exceed target benchmarks or water quality limits. Ecology updates the ISGP on a 5-year cycle; the current permit went into effect on January 1, 2020, and expires December 31, 2024.

Local Plans, Policies, and Regulatory Requirements

CITY OF AUBURN

Municipal Stormwater Program and Plans Overview

The City of Auburn manages a municipal separate storm sewer system (MS4) that collects and conveys runoff from streets and properties in the city to nearby streams. The City operates the stormwater system under the regulation of the Western Washington Phase II Municipal Stormwater Permit, which is a general NPDES permit issued by Ecology that applies to regulated municipal systems serving communities with populations less than 100,000. This permit is issued in 5-year terms, and the City has been a Phase II permittee since 2007. The current Phase II Permit became effective August 1, 2019, and it expires July 31, 2024.

The Phase II Permit requires the City to implement a stormwater management program to reduce pollutant discharges from its MS4 and protect water quality in receiving waters. The City's Stormwater Management Program Plan (2022), which is updated annually, documents the City's stormwater management activities for the required program elements identified in the permit, including: stormwater planning; public education and outreach; public involvement and participation; MS4 mapping and documentation; illicit discharge detection and elimination; controlling runoff from new development, redevelopment, and construction sites; operations and maintenance; source control for existing development; compliance with total maximum daily load (TMDL) requirements; and monitoring and assessment. Because the City uses underground injection systems (stormwater drywells) to discharge stormwater to the ground in certain areas, the City's stormwater management program also addresses Underground Injection Control (UIC) program requirements of the federal Safe Drinking Water Act and Ecology UIC program rules, where applicable (i.e., where stormwater is discharged to the ground through injection wells [stormwater drywells] and not to the MS4 and surface waters). The City regulates and reviews proposals for new development, redevelopment, and construction sites for compliance with stormwater management requirements contained in the City's Surface Water Management Manual (SWMM), which is adopted by reference in Auburn City Code (ACC) Chapter 12.04 (Public Works Construction Standards). The City's SWMM consists of Ecology's 2019 Stormwater Management Manual for Western Washington (Ecology, 2019) and the City's Supplemental Manual to 2019 Stormwater Management Manual for Western Washington (City of Auburn, 2019).

The City's Community Development Department and Public Works Department review stormwater site plan reports and engineering plans for private and public projects to ensure compliance with the SWMM and NPDES permit requirements. Permitting requirements for

connections to or alterations of public and private storm drainage facilities are contained in ACC Chapter 13.48 (Storm Drainage Utility), which references the requirements of the City's SWMM.

The City's Storm Drainage Utility coordinates the City's municipal NPDES permit compliance efforts and leads efforts to manage flooding in the City. In order to effectively plan for future activities and improvements for the storm drainage system, the City has undertaken comprehensive planning efforts specific to stormwater management that go beyond regulatory compliance. The most recent planning effort was documented in the City's Comprehensive Storm Drainage Plan (Brown and Caldwell, 2015), which provides an implementation plan for future actions and decisions related to storm drainage in the City based on an asset management approach.

Stormwater Design Standards

The City's stormwater regulations contain specific requirements for managing stormwater quality and quantity from new development and redevelopment. The City's minimum standards for new development and redevelopment are listed in ACC Chapter 13.48.225 (Drainage Standards). Key requirements of this code section include:

5. *On-Site Stormwater Management. Where appropriate, projects shall employ on-site storm water management BMPs to infiltrate, disperse, and retain storm water runoff on site to the maximum extent feasible without causing flooding, erosion, water quality or groundwater impacts. The city requires the use of low impact development (LID) principles and BMPs using the project thresholds, standards, and requirements presented in the SWMM to meet this requirement. The city shall require low impact development (LID) designed in accordance with the SWMM.*

6. *Runoff Treatment. All projects that meet the thresholds for runoff treatment in the SWMM shall provide water quality treatment in accordance with the SWMM. The use of emerging technologies for storm water treatment will be considered in accordance with the SWMM.*

7. *Flow Control (Detention). All projects that meet the thresholds for flow control in the SWMM shall provide flow control in accordance with the SWMM. Additionally, all projects shall address the need to provide water quality controls according to the design criteria as determined by the city engineer. The requirement for storm water detention will also be determined by pipe capacity and storm water discharge location, as provided in the SWMM.*

9.3 Current Conditions

The City's Downtown study area encompasses approximately 376 acres of highly developed land in Auburn's urban center. There are no mapped streams in the Downtown study area. Based on drainage sub-basin maps included in the City's Comprehensive Drainage Plan (2015), the western portion of the Downtown study area – generally west of Auburn Way/Auburn Ave. – drains west to Mill Creek. The eastern part of the study area – generally east of Auburn Way/Auburn Ave. – drains east to the Green River. Stormwater runoff from the extensive impervious surfaces in the Downtown study area reaches Mill Creek and the Green River through a network of catch basins, pipes, and outfalls that are part of the City's MS4.

FIGURE 9-1 Map of existing stormwater system

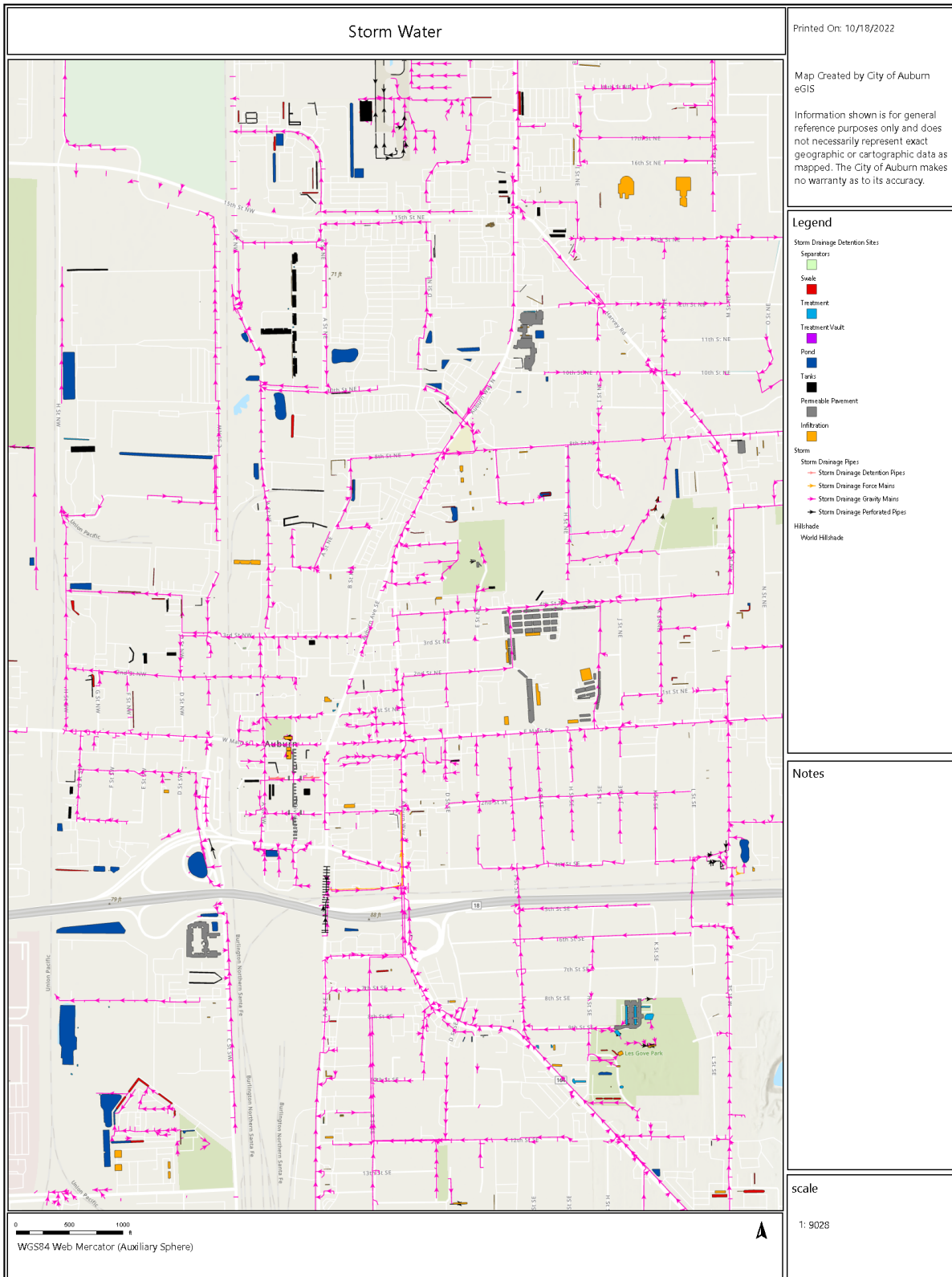
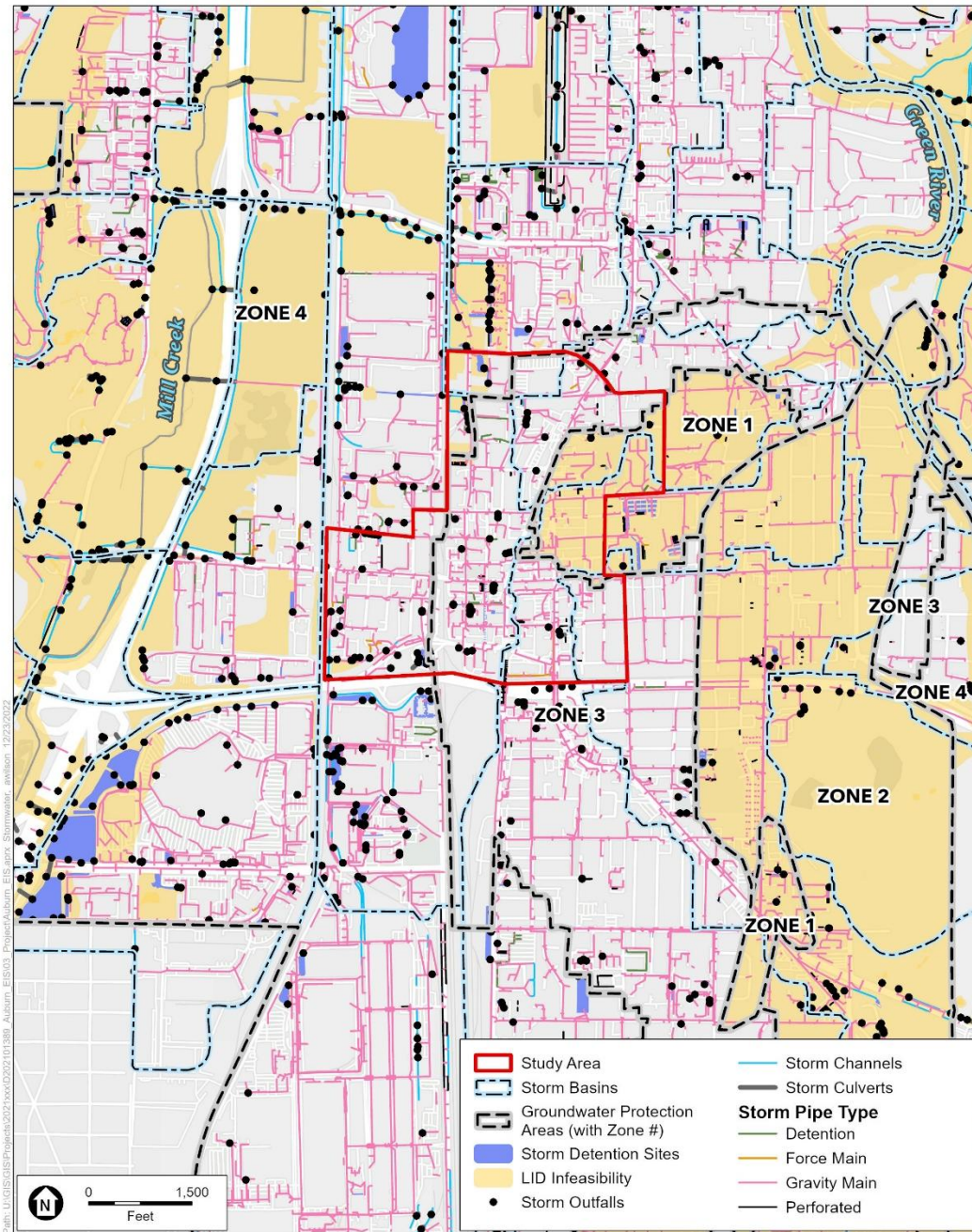


FIGURE 9-2 Map of wellhead protection zones



SOURCE: City of Auburn, 2022; ESA, 2022

City of Auburn Downtown EIS

Figure 8-1
Stormwater Map



Source: ESA

The City identifies the northeastern part of the Downtown study area – generally east of Auburn Ave. and north of Main St. – as within the City’s Groundwater Protection Zone 1, where infiltration of stormwater runoff from pollutant generating surfaces is not allowed without enhanced treatment and approval from the City engineer, per the City’s SWMM. The remainder of the Downtown study area is not identified as an area where LID infiltration is infeasible, based on mapping in the City’s SWMM (Supplemental Manual to the 2019 Western Washington SWMMM).

9.4 Key Findings and Implications for Plan

The following topics related to utilities and stormwater should be considered in the development of the City of Auburn Downtown Subarea Plan:

- The City has regulations that must be adhered to in terms of utilities and stormwater. The City’s Storm Drainage Utility coordinates the City’s municipal NPDES permit compliance efforts and leads efforts to manage flooding in the City. In order to effectively plan for future activities and improvements for the storm drainage system, the City has undertaken comprehensive planning efforts specific to stormwater management that go beyond regulatory compliance.
- The City identifies the northeastern part of the Downtown study area – generally east of Auburn Ave. and north of Main St. – as within the City’s Groundwater Protection Zone 1, where infiltration of stormwater runoff from pollutant generating surfaces is not allowed without enhanced treatment and approval from the City engineer, per the City’s SWMM.
- Proposed development and growth should take into consideration potential adverse impacts to stormwater from potential increases in impervious surface.
- Public utilities should be upgraded and increased as necessary to accommodate growth and development.
- Attention to proper monitoring of water quality is crucial to public health and safety.

SECTION 10 ACRONYMS

Acronym	Definition
ADA	Americans with Disabilities Act
BMPs	best management practices
CAP	Climate Action Plan
CFR	Code of Federal Regulations
cfs	cubic feet per second
CWA	Clean Water Act
DOT	Department of Transportation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
GMA	Washington State's Growth Management Act
GPCD	gallons per capita per day
I-	Interstate
ILA	Interlocal Agreement
ISGP	Industrial Stormwater General Permit
ITS	Intelligent Transportation Systems
LED	light-emitting diode lighting
LEED	Leadership in Energy and Environmental Design
LID	Low Impact Development
LNG	Liquefied Natural Gas
LUSTs	leaking underground storage tanks
MGD	million gallons per day
MS4s	Municipal Separate Storm Sewer Systems
NAICS	North American Industry Classification System
NEC	National Electrical Code
NESC	National Electric Utility Safety Code
NFIP	National Flood Insurance Program
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
OSHA	Occupational Safety and Health Administration
PFS	Public Facilities and Services
PSCAA	Puget Sound Clean Air Agency

Acronym	Definition
PSE	Puget Sound Energy
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
RSLR	Relative sea level rise
SBCC	Washington State Building Code Council
SEPA	State Environmental Policy Act
SIP	State Implementation Plan
SMA	Washington State Shoreline Management Act
SMGM	Stormwater Management Guidance Manual
the Plan	Subarea Plan
THPO	Tribal Historic Preservation Offices
TPY	tons per year
USC	United States Code
UFMP	Urban Forest Management Plan
USTs	underground storage tanks
WAC	Washington Administrative Code
WHR	Washington Heritage Register
WISAARD	Washington Information System for Architectural and Archaeological Records Database
WSDOT	Washington Department of Transportation

SECTION 11 REFERENCES

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Natural Environment

King County iMAP – Critical Areas

City of Auburn GIS – Critical Areas

King County Flood Control District - Lower Green River Corridor Flood Hazard Management Plan (Interactive Map)

City of Auburn Plan Annex - King County Hazard Mitigation Plan, 2019

https://cdn5-hosted.civiclive.com/UserFiles/Servers/Server_11470554/File/City%20Hall/Emergency%20Preparedness/Local%20Hazards/HazardMitigationPlan.pdf

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(<https://kingcounty.gov/depts/dnpr/newsroom/newsreleases/2022/June/24-extreme-heat-mitigation-strategy.aspx>)

Housing and Economics

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[Additional sources referenced within the section]

Transportation

Highway Capacity Manual 6th Edition

2001 Auburn Downtown Plan

Comprehensive Downtown Parking Management Plan (CDPMP), adopted January 2014
City's 2020 Local Road Safety Plan

Washington State Freight and Goods Transportation System (FGTS) 2021 Update
Auburn Downtown Plan & EIS (2001)

Comprehensive Downtown Parking Management Plan (2014)
City of Auburn Local Road Safety Plan (2022)

Public Services

City of Auburn's 2022-2027 Capital Facilities Plan

Valley Regional Fire Authority 2021-2017 Capital Facilities Plan

Utilities, Stormwater and Water Quality

Auburn City Code. Chapter 13.48. Storm Drainage Utility. Current June 6, 2022.

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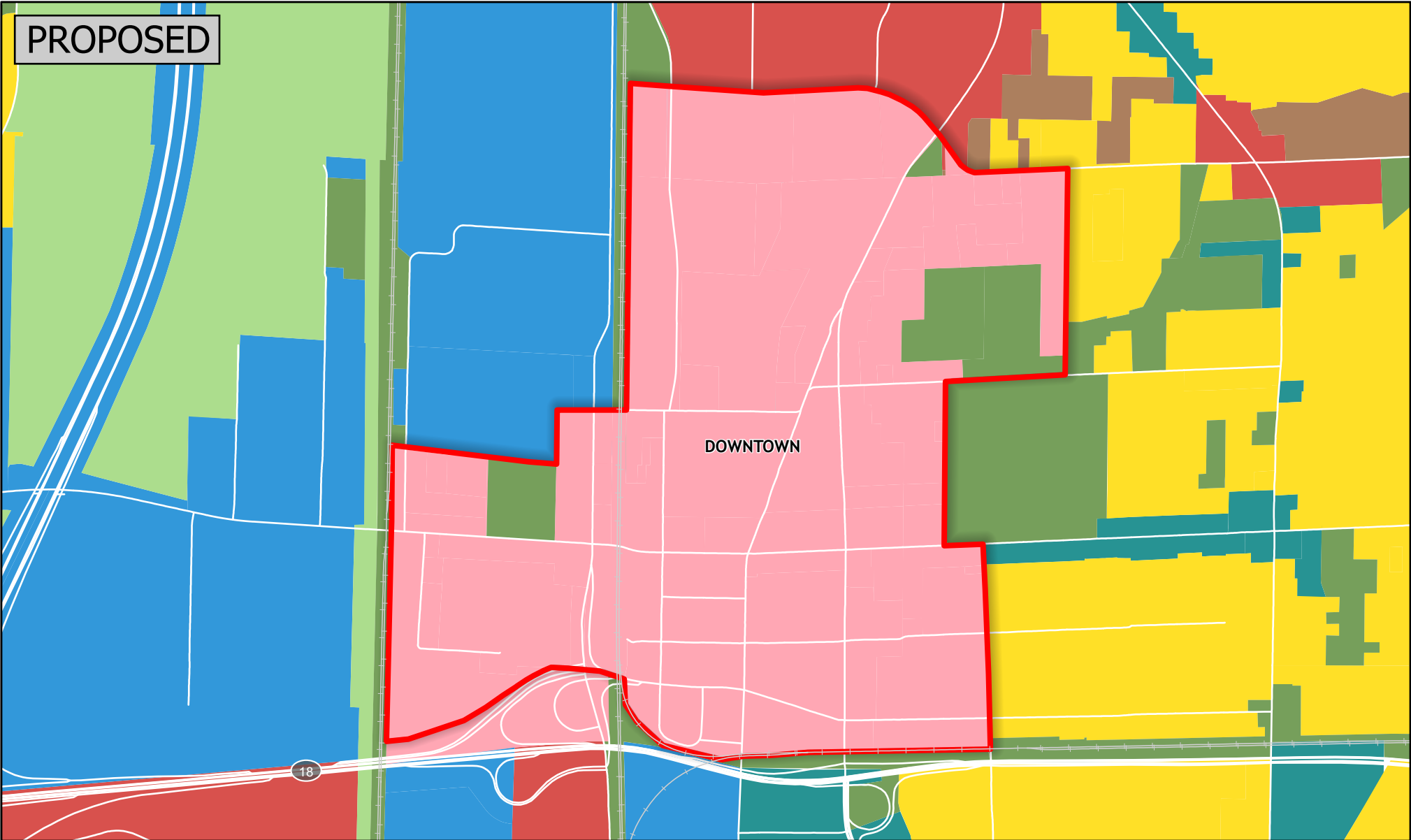
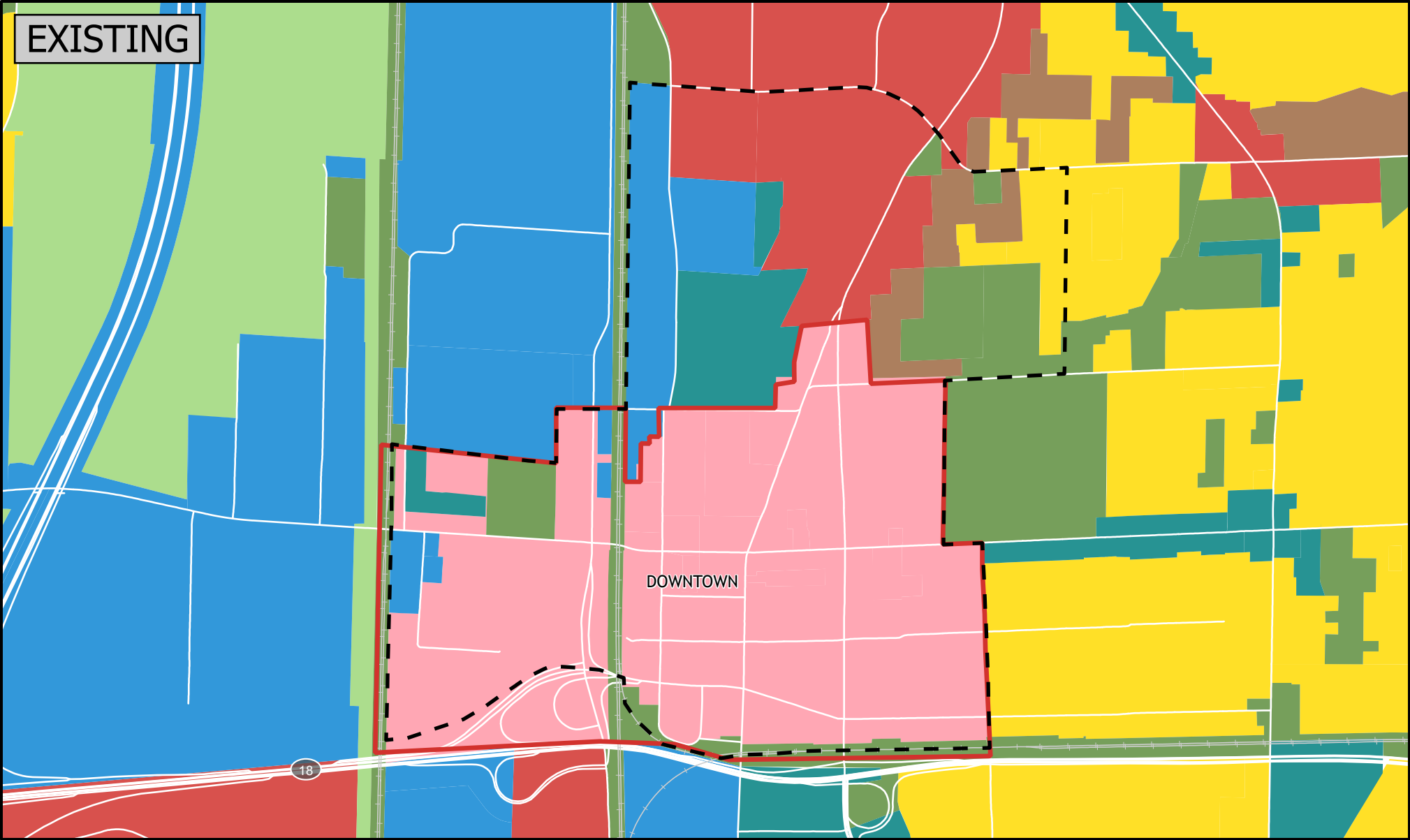
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Ecology (Washington State Department of Ecology). 2019. Stormwater Management Manual for Western Washington.

2024 AUBURN DOWNTOWN SUBAREA PLAN COMPREHENSIVE LAND USE MAP UPDATE



Ord. No. 6997

- Commercial
- Downtown Urban Center
- Neighborhood Residential Two
- Neighborhood Residential Three
- Open Space

- Public/Quasi-Public
- Mixed-Use
- Industrial
- Existing Downtown Urban Center
- Expanded Downtown Urban Center
- Proposed Downtown Urban Center

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MILES

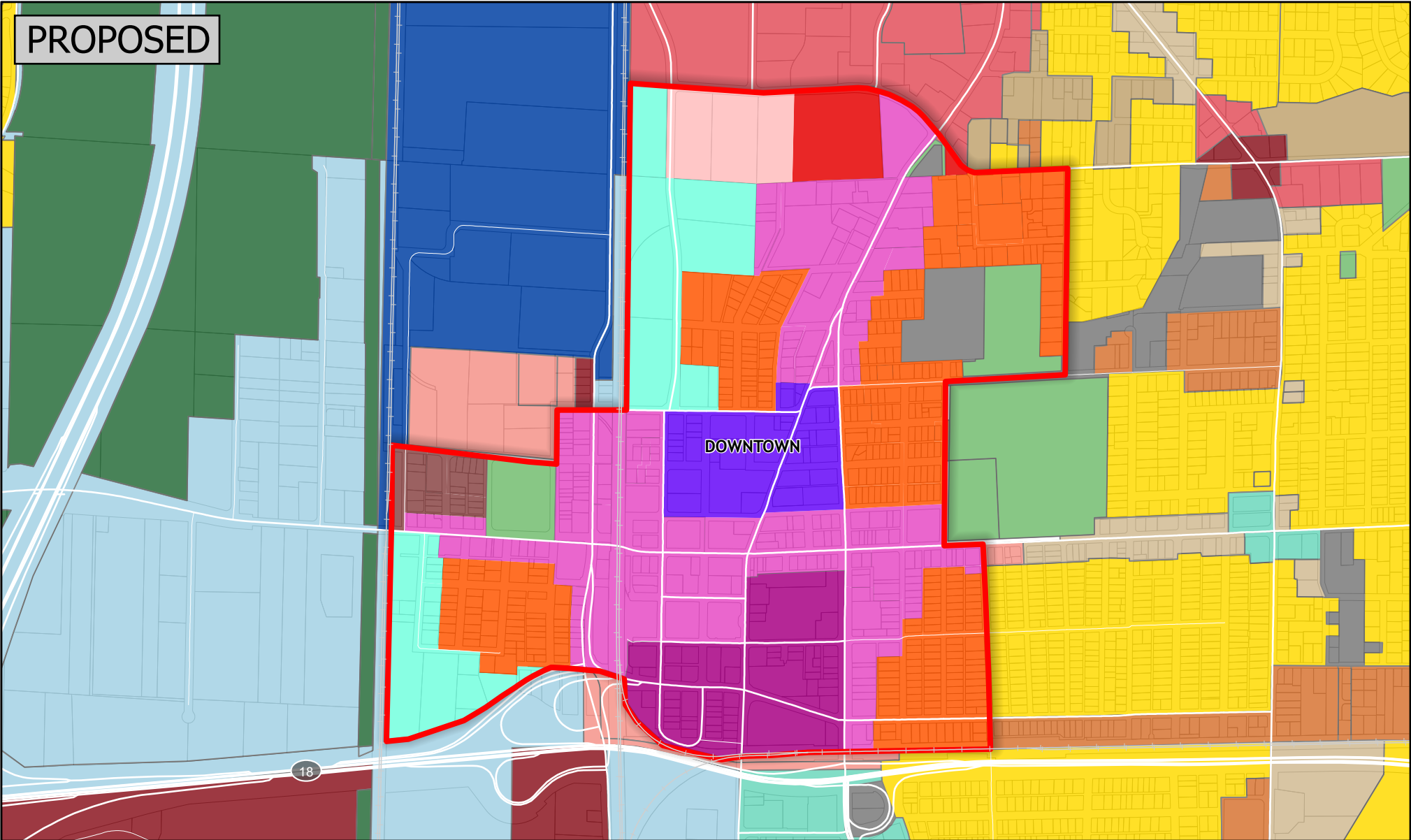
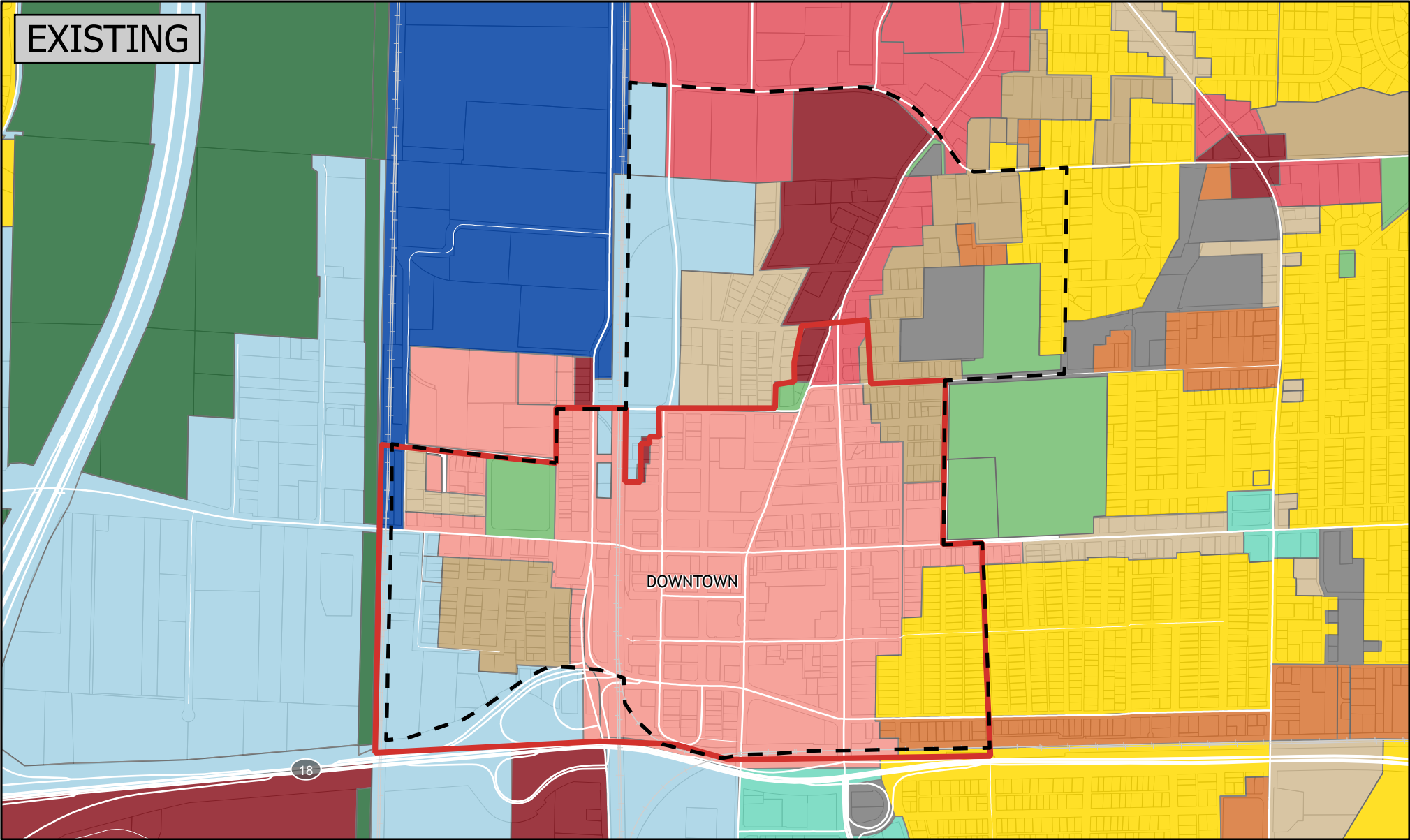
Printed On: 10/3/2025

Map ID: 6354

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2024 AUBURN DOWNTOWN SUBAREA PLAN

COMPREHENSIVE ZONING MAP UPDATE



Ord. No. 6997

- DUC - Core 125
- DUC - Core 75
- DUC - FR Flex-Residential
- DUC - Health & Wellness 125
- DUC - C-2 Heavy Commercial
- DUC - C-1 Light Commercial
- DUC - M-1 Light Industrial
- DUC - NR Neighborhood Residential

- DUC - Downtown Urban Center
- C-1 - Light Commercial
- C-2 - Heavy Commercial
- I - Institutional
- M-1 - Light Industrial
- M-2 - Heavy Industrial
- Open Space
- P-1 - Public Use
- R-2 - Residential Low

- R-3 - Residential Moderate
- R-4 - Residential High
- R-NM - Neighborhood Mixed Use
- R-F - Residential Flex
- Existing Downtown Urban Center
- Expanded Downtown Urban Center
- Proposed Downtown Urban Center

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Miles

Printed On: 10/3/2025

Map ID: 6355

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

PLANNING COMMISSION STAFF REPORT

AGENDA SUBJECT/TITLE:

2024 Auburn Downtown Subarea Plan

APPLICANT/AGENT/OWNERS:

City of Auburn

REQUEST:

Planning Commission to hold a public hearing, deliberate, and take action on the 2024 Auburn Downtown Subarea Plan, Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), and associated subarea land use map and subarea zoning map amendments.

LOCATION:

Downtown Subarea. The updated 2024 Auburn Downtown Subarea Plan (the “2024 Subarea Plan”) encompasses approximately 360 acres. This subarea includes the existing Downtown Urban Center (DUC) boundary, but expands to the north to 10th Street NE and 8th Street NE. The BNSF/Sounder rail corridor comprises the western border of the expanded area, while the eastern border is defined by H Street NE, 4th Street NE, and E Street NE.

NOTIFICATION:

Hearing Notice was published in the Seattle Times and posted on the City’s Land Use Notice webpage and physically at City Hall and City Hall Annex on November 21, 2025.

HEARING DATE:

December 2, 2025

SEPA STATUS:

Notice of Availability of Draft Environmental Impact Statement (DEIS) and Notice of Public Comment Period and Meeting was issued on September 25, 2024. A Notice of Availability of Final Environmental Impact Statement (Final EIS) was issued on January 22, 2025 and the City did not take action for seven (7) days.

EXISTING LAND USE:

Commercial, Industrial, Mixed Use, Neighborhood Residential Two, and Neighborhood Residential Three

EXISTING ZONING:

C-2, Heavy Commercial, C-1, Light Commercial, R-4, Residential High, R-F, Residential Flex, R-2, Residential Low, M-1, Light Industrial, DUC, Downtown Urban Center

STAFF:

Alexandria Teague, Planning Services Manager, Dept. of Community Development

STAFF RECOMMENDATION: Planning Commission to recommend approval of the 2024 Auburn Downtown Subarea Plan, Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), and the associated subarea land use map and subarea zoning map amendments.

SUMMARY OF CODE CHANGES: The proposal is a non-project action to replace the 2001 Auburn Downtown Plan and pursue a Planned Action. The most recent version of the Auburn Downtown Plan and EIS was adopted in 2001 and has provided the framework for development of the City's downtown for the past 20 years. The document is now reaching the end of its planning period, and the City has changed over that time. The 2024 Auburn Downtown Subarea Plan is envisioned to replace the existing plan by providing a refreshed perspective of land use, development, and transportation for the downtown area. The 2024 Subarea Plan also includes the implementation of DUC zoning districts and expansion of the DUC land use designation within the subarea, which necessitates an amendment of the City's Land Use Map and Zoning Map, respectively.

FINDINGS OF FACT:

Background Summary:

1. The City of Auburn completed the latest comprehensive plan update in 2024 under Ordinance No. 6960 to comply with the Washington State Growth Management Act (GMA).
2. The downtown area is one of the designated and adopted special planning areas, or subareas, identified in the City's Land Use Element of the Comprehensive Plan.
3. The City of Auburn adopted the most recent version of the Auburn Downtown Plan and Environmental Impact Statement (EIS) in 2001, providing direction for the development of the downtown area over the past 20 years and "2001 Auburn Downtown Plan" set a vision and strategies for a vibrant, compact, mixed-use urban downtown core.
4. While the 2001 Auburn Downtown Plan has been highly successful due to time, financial commitments, and contributions from the community, the City is now ready to plan for the next 20 years.
5. The City of Auburn has prepared a new subarea plan, the "2024 Auburn Downtown Subarea Plan", and a Planned Action Ordinance for the downtown area.
6. The 2024 Subarea Plan provides an updated vision for downtown that encourages more activity, housing, and economic development opportunities, and enhances livability in and around the Subarea.
7. Downtown Auburn (the Subarea) is recognized as a Regional Growth Center (RGC) under Vision 2050 by the Puget Sound Regional Council (PSRC). As an RGC containing a transit station, land use policies and regulations should encourage population and employment growth.
8. The 2024 Subarea Plan satisfies the requirements of GMA for Auburn to plan forecasted growth, and supports the goals of PSRC's Vision 2050 and Transportation 2050 (T2050) regional plans.

Conformance with the Criteria for Plan Amendments (*Criteria in Italics*):

9. *The proposed change will further and be consistent with the goals and objectives of the plan and the plan will remain internally consistent;*

Staff Response: The Land Use Element, recently updated and adopted under the periodic GGMA update, completed in 2024, anticipated the adoption of a new downtown subarea plan by the end of 2025. The Land Use Element states that the DUC land use designation should be applied exclusively in the downtown subarea. Further the RGC is identified in the Comprehensive Plan and the Comprehensive Land Use Map.

10. *Whether the capacity to provide adequate services is diminished or increased;*

Staff Response: PSRC forecasts a population increase of about 20 percent for the next two decades in Auburn. The downtown subarea boundary is expanded from 230 acres to approximately 360 acres. This expansion will increase the subareas' capacity to accommodate jobs and housing units as well as accommodate an estimated 62.9 activity units per acre.

11. *Assumptions upon which the comprehensive plan is based are found to be invalid;*

Staff Response: This criterion is not applicable. No assumptions of the Comprehensive Plan have been found invalid.

12. *A determination of change or lack of change in conditions or circumstances has occurred since the adoption of the latest amendment to the specific section of the comprehensive plan that dictates the need for a proposed amendment;*

Staff Response: The most recent version of the Downtown Plan and EIS was adopted in 2001 and has provided the framework for development of the City's downtown for the past 20 years. The document is now reaching the end of its planning period. The downtown has changed over the last 20 years. The 2024 Subarea Plan will replace the existing plan.

13. *If applicable, a determination that a question of consistency exists between the comprehensive plan and Chapter 36.70A RCW, the countywide planning policies for either King and/or Pierce County, as appropriate, and Vision 2050;*

Staff Response: The 2024 Subarea Plan is consistent with GMA, the King and Pierce Countywide Planning Policies, and Vision 2050 as it supports the regional framework for accommodating growth. It satisfies the requirements of GMA for Auburn to plan forecasted growth. One of the compliance measures is for a County (King and Pierce County) to establish countywide planning policies in conjunction with the cities and towns in the county and assign the household unit and employment growth allocations for the cities within its county area (its jurisdiction). The City must accommodate our allocations; Auburn's allocations or targets are 19,520 new jobs and 12,212 new housing units by 2044. As an RGC the downtown subarea is anticipated to accommodate approx. 17% of the 19,520 new jobs and approx. 49% of the 12,212 new homes.

The 2024 Subarea Plan also supports the goals of Vision 2050. Vision 2050 provides a regional planning frameworks that support accommodation of forecasted growth in a manner that results in the greatest overall benefits to the Central Puget Sound region. PSRC has designated downtown Auburn as an

RGC , one of 29 locations throughout the region that have key “business, governmental and cultural facilities and are planning for growth.” The 2024 Subarea Plan will meet the minimum activity units such that the downtown subarea maintains is regional urban growth center designation.

14. *If the request is to change the land use designation of a specific property on the comprehensive land use map, the applicant must demonstrate one of the following:*

- a. *The current land use designation was clearly made in error or due to an oversight;*

Staff Response: The current land use designation was not made in error nor an oversight. The existing land use designation has been in place prior to development of the 2024 Auburn Downtown Subarea Plan.

- b. *The proposed land use designation is adjacent to property having a similar or compatible designation, or other conditions are present to ensure compatibility with surrounding properties;*

Staff Response: The proposed DUC land use designation will support implementation of the 2024 Auburn Downtown Subarea Plan and the DUC zoning districts.

- c. *There has been a change in conditions since the current land use designation came into effect.*

Staff Response:

The Land Use Element, recently updated and adopted under the periodic GMA update, completed in 2024, anticipated the adoption of a new downtown subarea plan by the end of 2025. The 2024 Subarea Plan features new zoning districts intended to specify the uses and design standards within the downtown urban center. The DUC zoning districts will implement the DUC land use designation.

Procedural Steps:

15. A scoping notice for the Environmental Impact Statement was issued on October 5, 2022, and the City observed a 21-day comment period. The scoping comment period ended on October 26, 2022.
16. A Notice of Availability of Draft Environmental Impact Statement (DEIS) and Notice of Public Comment Period and Meeting was issued on September 25, 2024.
17. The City held an open house at 6 p.m. PST, on October 15, 2024, at 25 W. Main St., Council Chambers, Auburn, WA, and observed a 30-day comment period, during which no comments were received.

18. A Notice of Availability of Final Environmental Impact Statement (FEIS) was issued on January 22, 2025, and the City did not take action for seven (7) days.
19. Pursuant to Revised Code of Washington (RCW) 36.70A, the 2024 Downtown Subarea Plan and Environmental Impact Statement (EIS) were submitted to the Washington State Department of Commerce on March 14, 2025. The 60-day notice period ended on May 13, 2025.
20. Staff received comments from Commerce on May 14, 2025 related to anti-displacement policies and incorporated those comments in the 2024 Subarea Plan.
21. Pursuant to Revised Code of Washington (RCW) 36.70A, the downtown subarea land use map amendment and zoning map amendment were submitted to Commerce on October 8, 2025.
22. Staff received comments from Commerce on October 21, 2025 regarding the map amendments and no further changes were needed at this time.
23. Staff discussed the 2024 Auburn Downtown Subarea Plan, Subarea Plan & Planned Action EIS (Appendix A), Baseline Report Final (Appendix B), and associated land use map and zoning map amendments with the Planning Commission on August 5, 2025 and October 21, 2025, respectively.
24. ACC 14.22.100 outlines the public hearing requirements by planning commission. Amendments to the Periodic Comprehensive Plan generally comply with “area-wide” requirements.
 - A. *The planning commission shall hold at least one public hearing on all proposed amendments to the comprehensive plan. Notice of such public hearing shall be given pursuant to Chapter 1.27 ACC and, at a minimum, include the following:*
 1. *For site-specific plan map amendments:*
 - a. *Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;*
 - b. *Notice shall be mailed by first class mail to all property owners of record within a radius of 300 feet of the proposed map amendment request, not less than 10 calendar days prior to the public hearing;*
 2. *For area-wide plan map amendments:*
 - a. *Notice shall be published once in the official newspaper of the city not less than 10 calendar days prior to the date of public hearing;*
 - b. *Notice shall be mailed by first class mail to all property owners of record within the area subject to the proposed amendment;*
 - c. *Notice shall be posted in at least two conspicuous locations in the area subject to the proposed amendment not less than 10 calendar days prior to the date of the public hearing.*
 - B. *Notwithstanding the above, the director may expand the minimum noticing provisions noted above as deemed necessary.*
 - C. *Planning Commission Recommendation. The planning commission shall conduct a public hearing on all potential comprehensive plan amendments and shall make and forward a*

- recommendation on each to the city council. The planning commission shall adopt written findings and make a recommendation consistent with those findings to the city council.*
- D. The city council, if it elects to amend the comprehensive plan, shall adopt written findings and adopt said amendments by ordinance.*
- E. State Review. All comprehensive plan amendments considered by the planning commission shall be forwarded for state agency review consistent with RCW 36.70A.106.*
- F. Any appeal of an amendment to the comprehensive plan shall be made in accordance with Chapter 36.70A RCW.*
25. A Notice of Public Hearing (NOH) was issued on October 24, 2025. Pursuant to ACC 14.22.100, the following methods of noticing for the Planning Commission public hearing were conducted:
- The NOH was published in the Seattle Times on October 24, 2025.
 - The NOH was posted in two general public locations (City Hall and City Annex).
 - The NOH was posted on City's Public Land Use Notice webpage.
 - The NOH was mailed to all property owners with the expanded subarea boundary.
26. A NOH was re-issued on November 21, 2025. Pursuant to ACC 14.22.100, the following methods of noticing for the Planning Commission public hearing were conducted:
- The NOH was published in the Seattle Times on November 21, 2025.
 - The NOH was posted in two general public locations (City Hall and City Annex).
 - The NOH was posted on City's Public Land Use Notice webpage.
 - The NOH was mailed to all property owners with the expanded subarea boundary.
27. Staff received several public comments regarding the map amendments from property owners. The public comments and staff responses are included as Exhibit 7.
28. Planning Commission will hold a public hearing on December 2, 2025 on the 2024 Auburn Downtown Subarea Plan, Appendix A and B, and the associated land use map and zoning map amendments.

EXHIBITS:

1. PowerPoint Presentation
2. 2024 Downtown Subarea Plan
3. Planned Action EIS – Appendix A of the Subarea Plan
4. Baseline Report Final – Appendix B of the Subarea Plan
5. Subarea Land Use Map
6. Subarea Zoning Map
7. Public Comments & Staff Responses

EXHIBIT 7

Alexandria Teague

From: Guida, Eric (COM) <eric.guida@commerce.wa.gov>
Sent: Tuesday, October 21, 2025 10:44 AM
To: Alexandria Teague
Cc: Alyssa Tatro; Steven Sturza
Subject: RE: Updated downtown subarea plan

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Good morning Alexandria, as well as Alyssa and Steven,

Thank you for sharing the land use and zoning maps for your downtown subarea plan in Planview submittal #2025-S-10965.

We commend Auburn for updating the draft version of the subarea plan to address our displacement concerns. DP-H-7, -8, -9, and -10 all provide the city with direction to address and prevent displacement as development occurs in the subarea.

We have no comment on the land use and zoning maps themselves. Please note, however, that per 2025's Transit Oriented Development legislation in [HB1491](#), a half-mile station area will need to be established and likely upzoned by 2029.

I will mark Planview submittal #2025-S-8176A as a duplicate submission to -10965, Alexandria.

Best,

Eric Guida | Senior Planner

Direct: 360.725.3044

Email: eric.guida@commerce.wa.gov

<https://www.commerce.wa.gov/serving-communities/growth-management/>

From: Alexandria Teague <ateague@auburnwa.gov>
Sent: Tuesday, October 14, 2025 3:24 PM
To: Guida, Eric (COM) <eric.guida@commerce.wa.gov>
Cc: Alyssa Tatro <ATatro@auburnwa.gov>; Steven Sturza <ssturza@auburnwa.gov>
Subject: Updated downtown subarea plan

External Email

Hi Eric,

I highlighted the added anti-displacement policies. Please let staff know if you have any comments. We are going to planning commission on 10.21 and then to a public hearing on 11.5. If any modifications are needed, staff needs time to review and incorporate in the subarea plan before items are due for the hearing.

Thank you!

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

If inquiring about a specific site, please include the parcel number or address, or if inquiring about a specific project, please include the City project number in your email.

Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

Mailing Address: 25 W Main Street, Auburn, WA 98001

Permit Center Address: 1 E Main Street, Auburn, WA 98002 ([Click Here for Map](#))

Customer Service Survey | <https://www.surveymonkey.com/r/XNSL95J>

Application Forms | http://www.auburnwa.gov/services/resource_library/forms.htm

Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: Guida, Eric (COM) <eric.guida@commerce.wa.gov>

Sent: Thursday, October 9, 2025 10:16 AM

To: Alexandria Teague <ateague@auburnwa.gov>

Subject: RE: Acknowledge-Letter-2025-S-8176A & Acknowledge-Letter-2025-S-10965

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hi Alex,

I've reached out to Planview tech support to see if we can mark 2025-S-10965 as a request for expedited review.

In any case, I've given our housing planners a heads up, and I know they plan to review the submittal next week, so we can have comments, if there are any, to you by your 10/21 meeting.

Eric Guida | Senior Planner

Direct: 360.725.3044

Email: eric.guida@commerce.wa.gov

<https://www.commerce.wa.gov/serving-communities/growth-management/>

From: Alexandria Teague <ateague@auburnwa.gov>

Sent: Wednesday, October 8, 2025 1:56 PM

To: Guida, Eric (COM) <eric.guida@commerce.wa.gov>

Subject: Acknowledge-Letter-2025-S-8176A & Acknowledge-Letter-2025-S-10965

External Email

Hi Eric,

I think I messed something up. I did a supplement to the existing downtown plan and I received two acknowledgment letters. Also I did not see where to do the expedited. Is it possible to change it to expedited at this time?

Thank you!

Alex

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

If inquiring about a specific site, please include the parcel number or address, or if inquiring about a specific project, please include the City project number in your email.

Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

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you read this communication and are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication, other than delivery to the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail. Thank you.

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Alexandria Teague

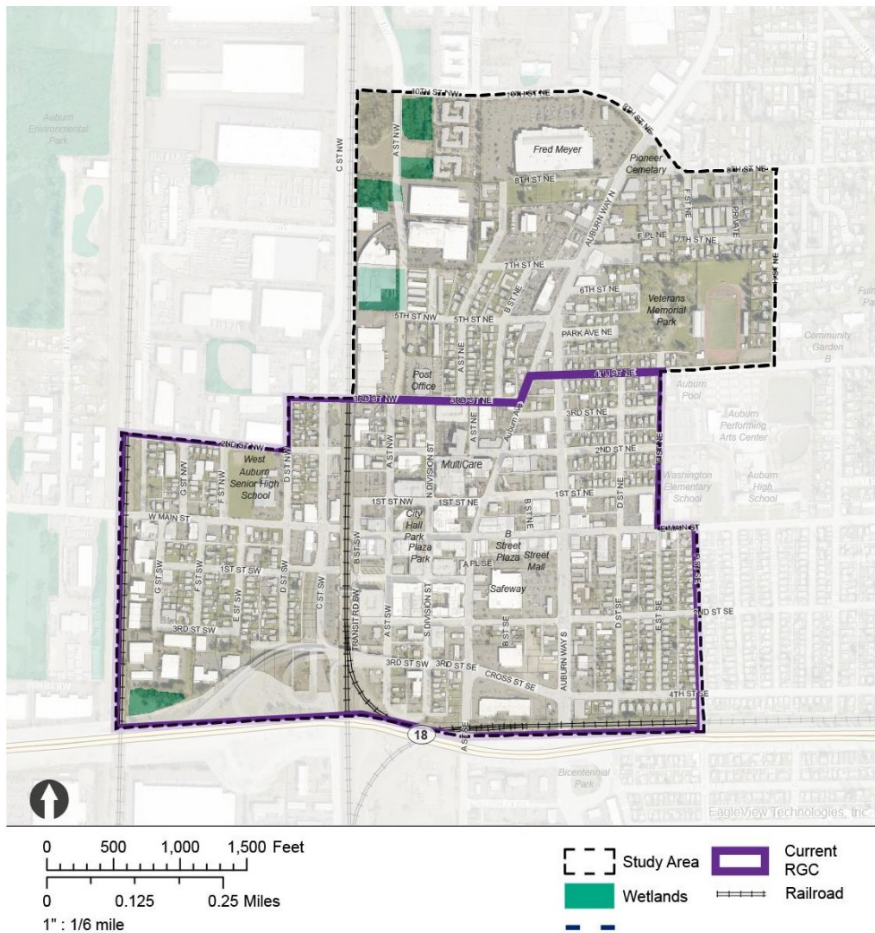
From: Alexandria Teague
Sent: Friday, October 24, 2025 7:20 PM
To: 'mypeabody62@gmail.com'
Subject: Regarding 2024 - Downtown Subarea Plan

Good evening Ms. Adams,

It was nice to speak with you today. As requested, I am providing information about the proposed downtown subarea plan and associated land use and zoning map amendments. The City of Auburn has prepared a new subarea plan for the downtown area (called the [2024 Auburn Downtown Subarea Plan](#)). It represents a full update and rethinking of the downtown area and incorporates changing conditions and characteristics, and new community, city leadership, and staff visions for downtown. The last update to the downtown subarea plan was completed in 2001. It provided direction for the development of the downtown area over the past 20 years. The 2001 Auburn Downtown Plan (or 2001 Plan) set a vision and strategies for a vibrant, compact, mixed-use urban downtown core. Over the past 20 years downtown Auburn has seen significant public investments, as well as private development, that have transformed several blocks within the downtown into a strong, pedestrian-oriented center. While the 2001 Plan has been highly successful due to the dedication of time, financial commitments, and contributions from the community, we are now ready to plan for the next 20 years.

As part of new subarea plan the downtown area has been expanded north. The downtown area boundary is being expanded north of 3rd St NE so that the city can accommodate additional growth – new opportunities for residential and commercial growth, while capitalizing on the new King County Rapid Ride – I Line. This expands the current downtown area boundary from 233 acres to approx. 361 acres (see Figure 1). Your property is included in this expanded boundary.

FIGURE 1-1 Study Area Map



SOURCES: MAKERS (City of Auburn GIS data).

Your property is currently zoned R-F, Residential Flex. It is circled below in the 1st excerpted zoning map. The R-F zone is intended primarily to accommodate small-scale business and professional offices, salons and other personal services, eating and drinking establishments, where they are compatible with residential uses. In terms of residential uses it allows for single family residences and [middle housing](#) (i.e. duplex to sixplex). The maximum height in the R-F zone is 45 ft. The full description, list of allowed uses, and zoning development standards (e.g. max height) for the R-F zone is within Chapter 18.07 of the Auburn City Code (ACC): <https://auburn.municipal.codes/ACC/18.07>. Your property is currently proposed to be rezoned to Downtown Urban Center (DUC) Core-75 (circled below in the 2nd excerpted zoning map).

Please note that the map amendment will not result in any sort of eminent dominant action. Nor will you be required to sell or make changes to your property. Your property currently features a triplex and can continue to do so in the future. Anti-displacement policies have been added to the downtown subarea plan, including a policy that if a middle housing development (i.e. a triplex) needs to be rebuilt it may do so in the same footprint without having to meet current zoning development standards.

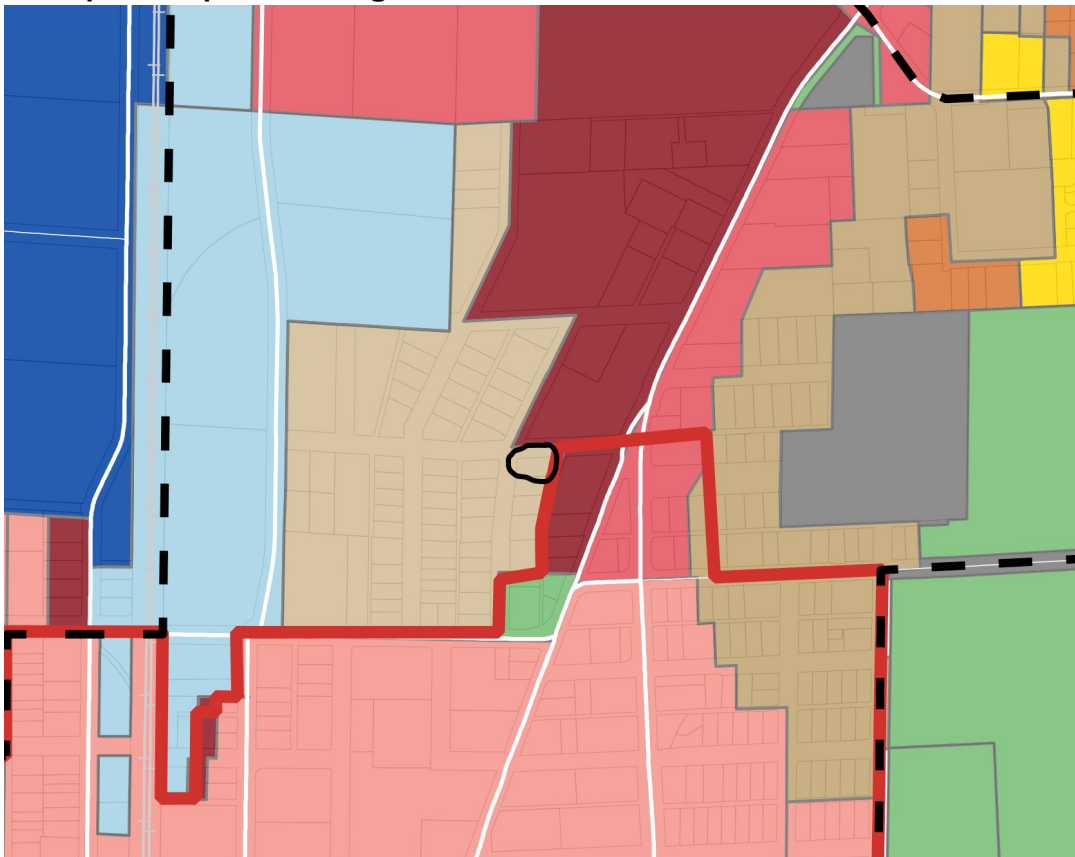
The Core-75 zone allows for more intense residential development – such as multi-family (7 units or more), [co-living housing](#) units (currently proposed as a text amendment to City code), as well as mixed use (e.g. a building with first floor commercial and residential above it). Currently, it is not anticipated to

allow for middle housing as it is intended for more dense development, and features a maximum building height of 75 ft.

As I thought more about our phone call, it is not likely a sixplex (3 additional housing units) would be allowed, as it would constitute middle housing. Multi-family, 4 additional housing units, for a total of 7 housing units, on site would be permissible. It may also be permissible to add co-living housing units to your property. I pasted a snippet of building forms and land uses proposed for the DUC Core districts. I also mentioned that [parking rates](#) for multi-family is now 0.5 per unit. Seven housing units would require a total of 4 parking stalls. I do recommend talking with staff further about accommodating additional units on your property. It'll help you determine how many units are actually feasible; especially on/within an existing building. It appears that there are many options that you could pursue. I would be happy to chat with about it more with you.

Staff is preparing to take the subarea plan to Planning Commission on November 5th for a public hearing. The meeting is at 7pm in Council Chambers. I am very glad you reached out and I encourage you to attend. You may also attend via zoom. The public hearing details are here: [NOH 2024 DOWNTOWN SUBAREA PLAN - City of Auburn](#).

Excerpted Map 1 – Existing Zones



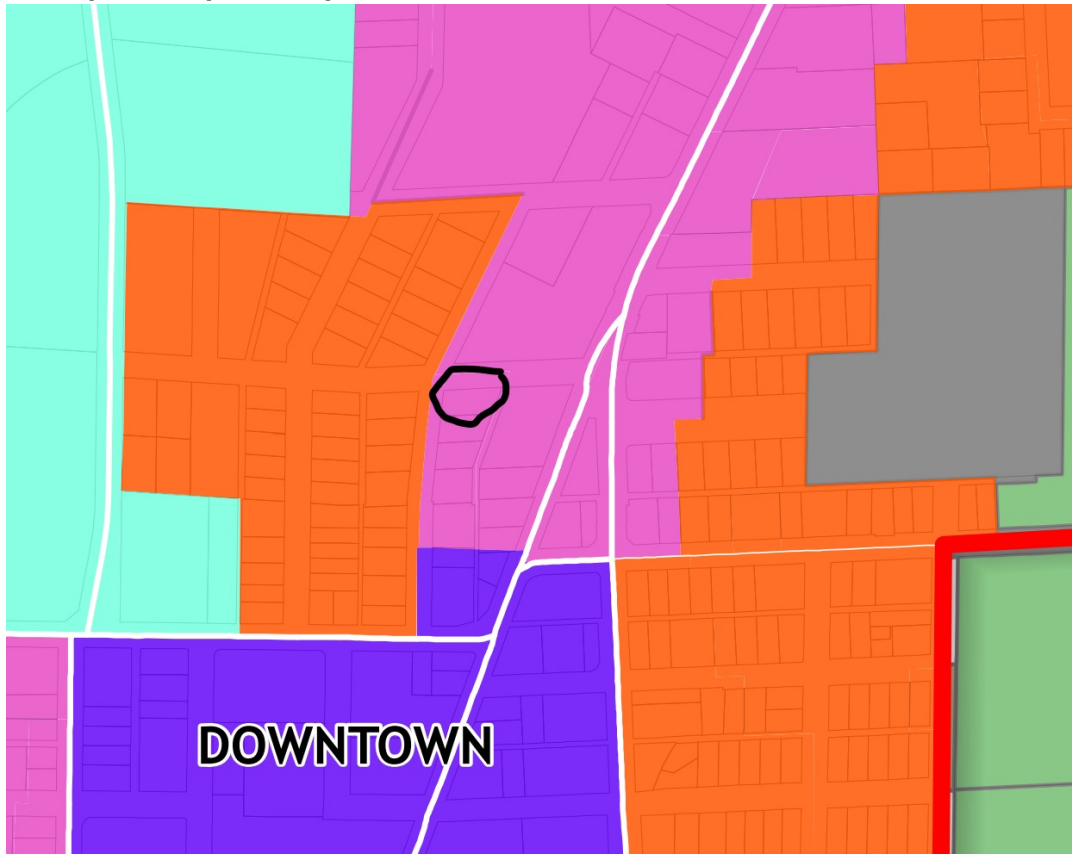
Ord. No. 6997

- DUC - Core 125
- DUC - Core 75
- DUC - FR Flex-Residential
- DUC - Health & Wellness 125
- DUC - C-2 Heavy Commercial
- DUC - C-1 Light Commercial
- DUC - M-1 Light Industrial
- DUC - NR Neighborhood Residential

- DUC - Downtown Urban Center
- C-1 - Light Commercial
- C-2 - Heavy Commercial
- I - Institutional
- M-1 - Light Industrial
- M-2 - Heavy Industrial
- Open Space
- P-1 - Public Use
- R-2 - Residential Low

- R-3 - Residential Moderate
- R-4 - Residential High
- R-NM - Neighborhood Mixed Use
- R-F - Residential Flex
- Existing Downtown Urban Center
- Expanded Downtown Urban Center
- Proposed Downtown Urban Center

Excerpted Map 2 – Proposed Zones



Snippet of uses in the DUC Core.

DUC – Core

The Downtown Urban Center zoning district encourages higher density residential compared to other areas of the city and mixed-use buildings. Other commercial uses are allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. (see Pedestrian Streets) per the City’s currently adopted Downtown Design Guidelines.

Building Form

Expected Building Types	Development Standards
▪ Mid-rise apartments ▪ Office buildings ▪ Parking structures	▪ Maximum height 75-125 feet depending on area ▪ FAR based on location, use mix, and bonuses ▪ No maximum density

Land Use

Allowed Uses	Prohibited
▪ Retail/residential vertical mixed-use ▪ Office commercial ▪ Retail ▪ Multifamily residential (apartments and co-living housing) ▪ Restaurants/bars ▪ Craft industry/light industrial ▪ Arts/entertainment (gallery, theater, fine arts studio)	▪ FAR below 0.75 ▪ Outdoor storage and sales ▪ Most industrial uses ▪ Self-storage ▪ On Pedestrian I Streets: Drive-throughs

Development Examples



L-R: Mixed-use buildings in Salem, OR; Seattle, WA; and Kirkland, WA

Sincerely,

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

If inquiring about a specific site, please include the parcel number or address, or if inquiring about a specific project, please include the City project number in your email.

Alexandria D. Teague, AICP, Planning Services Manager

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From: Kim Adams <mypeabody62@gmail.com>
Sent: Thursday, October 23, 2025 2:23 PM
To: Planning <planning@auburnwa.gov>; Kim Adams <mypeabody62@gmail.com>
Subject: Regarding 2024 - Downtown Subarea Plan

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Good Day, To Whom this may concern

I am the owner of the following property:
422 B Street NE, Auburn, Washington 98002

My email: mypeabody62@gmail.com
My contact number is: (206)856-3430

This email is in response to a notification I received in the mail for
The Public Hearing 2024 Downtown Subarea Plan
I am trying to make sense of all the verbiage & maps in this plan.
It is not easy to understand, at least for me.

Could someone please call or email me to let me know what is taking place?
How is this plan going to affect my property?
What is the ETA for all this to be put into motion?

I purchased this property as a retirement investment, as my employers did not offer a retirement plan or 401 (k). So now it's finally paid off, and the City of Auburn - YOU want my property, is this what you are saying? IF SO...

How will I be compensated for the lost rents that I was banking on in my golden years, which are my current income as we speak, due to health issues, etc.?

Well, can you answer this?

It's not like I can turn the clock back and start over. One cannot grow younger, only older.
I thought I invested efficiently and wisely. Told to purchase real estate - great investment... So I did, and now this!!!

What about the tenants and the new laws that protect them and their rents?
Is that going to be compensated? WELL, or is that a loss for me?

Even if you pay me the fair market price, I could not afford to purchase another of equal value and return in an inflated market that would have no payment and three rents, that is if I could even get approved. If I were to get approved, well, essentially it would be placing me in DEBT!

How will I be compensated? regarding the following...
Rental income & the increases over the years to come?
I planned on subsidizing my Social Security with these rents.
The Equity property value increases, etc.
How will I be compensated for those things?

The property value price today is not compensation; it's an insult!
If I wanted to sell the property, I could do that anytime, so getting just the value is not compensation. So, if the city thinks that is fair compensation, they are very much mistaken.

Let me remind you - it's our property taxes that helped build the City of Auburn. We deserve fair, respectable COMPENSATION.

I want to be fairly compensated for what I've invested in for years. A compensation that will cover me as I planned on and sacrificed for. I deserve that, The American Dream - What good is it to dream and be an American if our Governments, Cities, and those in power can pull the carpet out from underneath us at any given moment, give us what they feel is just then use excuses, guilt trips and justifications like it's best for the community, the community that did not pay the taxes for that lot over the years like I did.

I am very upset. I am sure you got the gist. Sorry, but I want answers and want to know how I will be compensated.

Regretfully
Kimberly J. Adams

Alexandria Teague

From: Alexandria Teague
Sent: Thursday, October 30, 2025 5:36 PM
To: JEFFREY OLIPHANT
Cc: Steven Sturza; Dinah Reed; Shannon Howard
Subject: RE: 2024 Downtown Auburn Subarea Plan - Proposed Non-Project Action

Hi Jeff,

I think you are referring to [ACC 18.29.060](#)(G) (below); that is a requirement in code. As a follow-on project, we will be evaluating the downtown design standards and downtown code (Chapter 18.29 ACC). At this time, I cannot say that provision whether will be removed or retained. We will bring these future updates to Planning Commission – you can keep up on future Planning Commission meetings on this page: https://www.auburnwa.gov/city_hall/public_meetings.

G. Minimum Building Height. The minimum height for any new [structure](#) within the DUC [zone](#) shall be two [stories](#) for the full extent of the [building](#) footprint.

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

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Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

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Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: JEFFREY OLIPHANT <jlo55@aol.com>

Sent: Monday, October 27, 2025 5:03 PM

To: Alexandria Teague <ateague@auburnwa.gov>

Cc: Steven Sturza <ssturza@auburnwa.gov>; Dinah Reed <DReed@auburnwa.gov>; Shannon Howard <showard@auburnwa.gov>

Subject: 2024 Downtown Auburn Subarea Plan - Proposed Non-Project Action

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Hi Alexandria,

Thank you for clarifying and providing the snippets; I will study them over the next day or two.

It appears that in the Core areas there is proposed a minimum FAR of 0.75.

I did NOT see the minimum two story height requirement. Am I correct that it is proposed to no longer be a requirement?

Kind regards.

Jeff

=====

On Monday, October 27, 2025 at 04:43:34 PM PDT, Alexandria Teague <ateague@auburnwa.gov> wrote:

Hi Jeff,

Let me clarify – I mentioned “at this time...” That is because the EIS evaluated the impacts of the current proposed boundary, which was finalized on Jan. 22, 2025. The Downtown Subarea Plan is based on the evaluation completed under the EIS.

You are correct that the purpose of the public hearing to receive public input on the Downtown Subarea Plan before decision makers make the decisions. We welcome your comments, questions, and attendance at the public hearing.

I pasted a snippet of the Core and Health & Wellness Districts. The DUC Core covers both the 75 and 125; the difference is in the height. The Health & Wellness is really focused on the already existing medical buildings.

DUC – Core

The Downtown Urban Center zoning district encourages higher density residential compared to other areas of the city and mixed-use buildings commercial uses are allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. (see Pedestrian Streets) per the City’s currently adopted Downtown Design Guidelines.

Building Form

Expected Building Types	Development Standards
▪ Mid-rise apartments ▪ Office buildings ▪ Parking structures	▪ Maximum height 75-125 feet depending on area ▪ FAR based on location, use mix, and bonuses ▪ No maximum density

Land Use

Allowed Uses	Prohibited
▪ Retail/residential vertical mixed-use ▪ Office commercial ▪ Retail ▪ Multifamily residential (apartments and co-living housing) ▪ Restaurants/bars ▪ Craft industry/light industrial ▪ Arts/entertainment (gallery, theater, fine arts studio)	▪ FAR below 0.75 ▪ Outdoor storage ▪ Most industrial u ▪ Self-storage ▪ On Pedestrian I S

DUC – Health and Wellness

The Downtown Urban Center – Medical zoning district encourages growth of medical and medical office uses in downtown. High-density residential use development and other commercial uses are also allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. This zone is designed to build upon and replace the Residential Office Hospital zone (RO-H).

Building Form

Expected Building Types	Development Standards
▪ Medical/office buildings ▪ Mid-rise apartments ▪ Parking structures	▪ Maximum height 125 feet ▪ Reduced height allowances for non-medical uses ▪ FAR based on use mix and bonuses ▪ No maximum density

Land Use

Allowed Uses	Prohibited
▪ Medical offices and services ▪ Hospital-related ▪ Office commercial ▪ Retail/residential vertical mixed-use ▪ Retail ▪ Multifamily residential (apartments and co-living housing) ▪ Food production, i.e. brewery, coffee roastery	▪ FAR below 1.0 ▪ Outdoor storage ▪ On Pedestrian I streets ▪ Most industrial ▪ Self-storage

Thank you,

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

If inquiring about a specific site, please include the parcel number or address, or if inquiring about a specific project, please include the City project number in your email.

Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

Mailing Address: 25 W Main Street, Auburn, WA 98001

Permit Center Address: 1 E Main Street, Auburn, WA 98002 ([Click Here for Map](#))

Customer Service Survey | <https://www.surveymonkey.com/r/XNSL95J>

Application Forms | http://www.auburnwa.gov/services/resource_library/forms.htm

Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: JEFFREY OLIPHANT <jlo55@aol.com>

Sent: Monday, October 27, 2025 1:30 PM

To: Alexandria Teague <ateague@auburnwa.gov>

Cc: Steven Sturza <sssturza@auburnwa.gov>; Dinah Reed <DReed@auburnwa.gov>; Shannon Howard <showard@auburnwa.gov>

Subject: 2024 Downtown Auburn Subarea Plan - Proposed Non-Project Action

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hi Alexandria,

Than you for the prompt reply and additional information.

In quickly skimming over the info, I did not see (and would like to learn more about) proposed zones

Health and Wellness 125

Core 125

Core 75

After reading the info concerning the above 3 zones, I may not have any concerns, however as a general matter, your comment that it was not feasible to change boundaries surprised me a bit. Is not the purpose of the Public Hearing to receive public input on the Non-Project Action / Downtown Subarea Plan before decision makers actually make the decisions? Or were the boundary lines part of an earlier decision that is not alterable / not subject to further consideration?

Thank you for confirming that Kayla (fka Lexi IV) is vested. FYI for you and those copied, in September our teams at Barghausen, Dorbritz and TENW invoiced my company for about 60 work hours on Kayla and I anticipate forthcoming invoices for a good number of October work hours as well; it is our goal to be resubmitting within the next couple of weeks. The instructions to our team were to make sure we fully addressed all City comments.

Again, (a) thanks for your help, and (b) after review of the forthcoming info I may not any concerns.

Kind regards.

Jeff

=====

On Monday, October 27, 2025 at 01:05:36 PM PDT, Alexandria Teague <ateague@auburnwa.gov> wrote:

Hi Jeff,

The boundary is shown in maps in these documents below. The boundary was studied and confirmed as part of the EIS is now final. It is not feasible change the boundary at this time. I understand that Lexi project is located south of 3rd St NW. It is proposed to be changed to the DUC Core-125 zoning district. However, since you have submitted already filed the design review and SEPA applications, the zoning development standards are vested.

[2024 Downtown Subarea Plan](#)
[Appendix A Planned Action EIS](#)
[Appendix B Baseline Report Final](#)
[Subarea Land Use Map](#)
[Subarea Zoning Map](#)

Please let me know if you'd like to discuss further.

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

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Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

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Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: JEFFREY OLIPHANT <jlo55@aol.com>

Sent: Monday, October 27, 2025 11:41 AM

To: Alexandria Teague <ateague@auburnwa.gov>; Planning <planning@auburnwa.gov>

Subject: 2024 Downtown Auburn Subarea Plan - Proposed Non-Project Action

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hi Alexandria and Planning Team,

We received notice of the forthcoming Public Hearing concerning the referenced Non-Action Project; thank you for sending.

We were unable to find the specific boundary map for the proposed Downtown Subarea. We are particularly interested in understanding the proposed southern boundary and wish to confirm the western boundary is the BNSF / Sounder rail line. Kindly provide the same.

Our belief is that the western portion of the southern boundary should be Third Street SW, where it starts to rise above grade at Division Street (or one block east thereof, at A Street SE) and heading west to the western end of the proposed Downtown Subarea.

Thank you for your assistance.

Jeff Oliphant for

Lexi, LLC

=====

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Alexandria Teague

From: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>
Sent: Thursday, November 6, 2025 4:34 PM
To: Alexandria Teague
Cc: Jenn Francis; Jason Krum; Steven Sturza; Pacific West Real Estate - Management; Jenn Francis; Emerson Folker
Subject: Re: Public Comment - Downtown Subarea Plan

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Alexandria,

Thank you for providing the Public Works contact.

Also nice to hear that the city is exploring alternatives to the parking trigger. We've continuously owned our downtown full city block and building for over 45 years, so you can imagine we've had over 100+ different tenants in the building. All with various uses and parking requirements through numerous zoning/parking changes. In other locations, we've built and dedicated \$1M+ worth of land and infrastructure. We look forward to the potential change in code. It's needed.

We have aligned interests in making Auburn a flourishing city.

John Brekke
Pacific West Real Estate, LLC

john@PacificWestRE.com

o: 425-287-6800

c: 206-227-7990



From: Alexandria Teague <ateague@auburnwa.gov>
Sent: Thursday, November 6, 2025 2:12 PM
To: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>
Cc: Jenn Francis <jfrancis@auburnwa.gov>; Jason Krum <jkrum@auburnwa.gov>; Steven Sturza

<ssturza@auburnwa.gov>; Pacific West Real Estate - Management <management@PacificWestRE.com>; Jenn Francis <jfrancis@auburnwa.gov>; Emerson Folker <EFolker@auburnwa.gov>

Subject: RE: Public Comment - Downtown Subarea Plan

Good afternoon John,

Yes, please contact Jacob Sweeting, P.E., City Engineer/Assistant Director Engineering Services (253-804-3118, jsweeting@auburnwa.gov). I didn't put in my email below but also note that the City is exploring alternatives to the 12.64A parking trigger and hope to bring it to council for discussion and consideration next year.

Thank you,

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

If inquiring about a specific site, please include the parcel number or address, or if inquiring about a specific project, please include the City project number in your email.

Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

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Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>

Sent: Thursday, November 6, 2025 11:26 AM

To: Alexandria Teague <ateague@auburnwa.gov>

Cc: Jenn Francis <jfrancis@auburnwa.gov>; Jason Krum <jkrum@auburnwa.gov>; Steven Sturza <ssturza@auburnwa.gov>; Pacific West Real Estate - Management <management@PacificWestRE.com>; Nancy Backus <nbackus@auburnwa.gov>; Cheryl Rakes <CRakes@auburnwa.gov>; Jenn Francis <jfrancis@auburnwa.gov>; Emerson Folker <EFolker@auburnwa.gov>

Subject: Re: Public Comment - Downtown Subarea Plan

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Hi Alexandria,

Thank you for providing the planning commission with my comments.

I also appreciate you forwarding my parking requirement concerns to Public Works. Good to hear that there is a strong possibility of parking requirements being reduced. I hope the City of Auburn takes a closer look at [Auburn City Code \(ACC\) 12.64A.020\(F\)](#) regardless of the State forcing the issue. Whom might I follow up with in Public Works on this parking matter?

Work still needs to be done in the community. A very significant civil engineering firm publicly spoke to the difficulties of working in the City of Auburn while praising the City of Lacey. I heard the same concerns with Auburn from a large general contractor based the South King County. The GC also praised the City of Lacey. I really want Auburn to succeed and some damage control and PR needs to be done. I'm happy to provide support in this area.

Again, thank you for your help!

John Brekke

Pacific West Real Estate, LLC

john@PacificWestRE.com

o: 425-287-6800

c: 206-227-7990



From: Alexandria Teague <ateague@auburnwa.gov>

Sent: Wednesday, November 5, 2025 4:39 PM

To: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>

Cc: Jenn Francis <jfrancis@auburnwa.gov>; Jason Krum <jkrum@auburnwa.gov>; Steven Sturza <sssturza@auburnwa.gov>; Pacific West Real Estate - Management <management@PacificWestRE.com>

Subject: RE: Public Comment - Downtown Subarea Plan

Good afternoon John,

Thank you for your comments. Staff have the following responses to your comments:

- I will pass this onto consideration for Planning Commission tonight.
- The Map 2-2 of the subarea plan is a snapshot in time and was prepared based on King County Assessment data.

This provision, "A change in use on the subject property that results in an increase in the required number of parking stalls by five or more" comes directly from [Auburn City Code \(ACC\)](#)

[12.64A.020\(F\)](#). I understand your concerns, however the Downtown Subarea Plan does not amend this code requirement. I will pass your comments onto the Public Works Department staff. Please also note that based on recent state legislation related to parking, the City will review the parking requirements provided in [Chapter 18.52 ACC](#), and very likely reduce parking requirements citywide, that may help alleviate the occurrence of this requirement.

- I think I can say that we share the same goal of making downtown Auburn to be the most interesting and incentivized place to do development and own real estate in the Puget Sound region. The Subarea Plan and future code updates should help encourage development while meeting City and State code requirements and legislation.

Sincerely,

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

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Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

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Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>

Sent: Tuesday, November 4, 2025 4:45 PM

To: Planning <planning@auburnwa.gov>

Cc: Jenn Francis <jfrancis@auburnwa.gov>; Emerson Folker <EFolker@auburnwa.gov>; Cheryl Rakes <CRakes@auburnwa.gov>; Nancy Backus <nbackus@auburnwa.gov>; Jason Krum <jkrum@auburnwa.gov>; Pacific West Real Estate - Management <management@PacificWestRE.com>

Subject: Public Comment - Downtown Subarea Plan

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

To the City of Auburn Planning Commission, staff, and elected officials, please incorporate the following comments into the 2024 Downtown Subarea Plan.

- Outright allow medical and wellness uses in DUC-Core 75. Medical uses bring needed people downtown and create foot traffic and higher paying jobs. Don't restrict medical and wellness uses to just DUC - Core 125.
- Current use on Map 2-2 on page 2-4 is inaccurate at 407-435 East Main Street. The current uses are predominately medical.
- Property owners in the DUC shouldn't have to improve frontage, dedicate land, and/or make site improvements when changing the type of tenant increases the site parking requirement by 5 or more vehicles. Property owners need to be able to cycle through different tenants in an existing building without triggering onerous requirements. Example: a 3,000 SF space that has a tenant changeover and the parking requirement goes from 2 parking stalls per 1,000 SF to 4 parking stalls per 1,000 SF would increase the parking requirement by 6 stalls. The 6 parking stall requirement exceeds the 5 parking stall threshold. Therefore, frontage and site improvements/dedication of land would be required. This requirement has created undo vacancy in the DUC. Different types of tenants sign leases in the 1-5 year range. These small tenants often fail or even outgrow particular spaces. Tenants come and go from spaces. Existing property owners need to be able to cycle through tenants without expensive and onerous city requirements. Our family has suffered unnecessary vacancy, loss of rents, and expense due to this city requirement in our DUC building which we have owned for approximately 50 years.
- Puget Sound property owners, developers, general contractors, engineers, brokers, and investors openly consider the City of Auburn as an expensive and burdensome place to do business. More codes and regulations come at a cost and create a dis-incentive. What more can be done in the Downtown Subarea Plan to remove regulations, streamline process, provide incentives, and overall help Downtown Auburn? The City of Auburn and its downtown should be THE most interesting and incentivized place to do development and own real estate in the Puget Sound region.

Thank you,

John W. Brekke, Manager
Auburn Main Street, LLC

Property owner at:
407-435 East Main Street
Auburn, WA 98002

(206) 227-7990 cell
john@PacificWestRE.com

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Alexandria Teague

From: Alexandria Teague
Sent: Wednesday, November 5, 2025 5:22 PM
To: zoies@smallandsons.com
Cc: jsmall@smallandsonsoil.com; steves@smallandsonsoil.com; Steven Sturza
Subject: RE: Comments for Planning Commission Meeting 11/5/2025
Attachments: Zoning_Map.pdf

Good afternoon Zoie,

Thank you for your comment. I will pass it onto the Planning Commission. You are correct that your property located at the intersection of A St NW and 3rd St NW is currently zoned M-1, Light Industrial, and is proposed to be rezoned to DUC Core 75. Your property, however, is currently a non-conforming use and will remain a non-conforming use under the proposed DUC Core 75. The property was zoned M-2, Heavy Industrial around 1964. The use of “bulk storage or processing of oil, gas, petroleum, butane, liquid petroleum, gas and similar products, unless clearly incidental and secondary to support a principally permitted use” was allowed in the M-2 zone previously (it appears to be prior to 2003). This use is not allowed in the M-1 zone; nor is it allowed under the current M-2 zone uses.

As I mentioned, the proposed zoning map amendment or Subarea Plan does not change non-conforming provisions that your project is currently subject to (within [Chapter 18.54 ACC](#)) and should not result in a change in your operations.

Below is a code excerpt from 2003 of the uses allowed in the M-2 zone:

- 18.34.040 Uses requiring a conditional use permit.
The following uses may be permitted when a conditional use permit has been issued pursuant to the provisions of Chapter 18.64:
- A. Animal auction houses;
 - B. Automobile sales new and/or used to include passenger trucks and recreational vehicles;
 - C. Automobile wrecking and salvage;
 - D. Animal and food processing including the following:
 - 1. Tanning and dressing of hides,
 - 2. Rendering of animal or fish grease or tallow,
 - 3. Animal slaughtering,
 - 4. Curing, canning, freezing, canning and processing of meat and seafood,
 - 5. Pickling and brine curing;
 - E. Asphalt batch plants;
 - F. Bulk storage or processing of oil, gas, petroleum, butane, liquid petroleum, gas and similar products, unless clearly incidental and secondary to support a principally permitted use;
 - G. Bulk storage of explosives and fireworks;
 - H. Concrete mixing and batching plants, including ready-mix concrete facilities;
 - I. Drive-in theaters;
 - J. Government facilities;

Thank you,

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

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Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

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Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: Zoie Stacey <zoies@smallandsons.com>

Sent: Wednesday, November 5, 2025 2:20 PM

To: Planning <planning@auburnwa.gov>

Cc: Jeff Small <jsmall@smallandsonsoil.com>; Steve Small <steves@smallandsonsoil.com>

Subject: Re: Comments for Planning Commission Meeting 11/5/2025

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Zoie Stacey

Executive Assistant

Small & Sons Oil

253-736-6758

zoies@smallandsons.com



From: Zoie Stacey <zoies@smallandsons.com>
Sent: Wednesday, November 5, 2025 2:19 PM
To: planning@auburnwa.gov <planning@auburnwa.gov>
Cc: Jeff Small <jsmall@smallandsonsoil.com>; Steve Small <steves@smallandsonsoil.com>
Subject: Comments for Planning Commission Meeting 11/5/2025

Good afternoon,

I am writing from Don Small & Sons Oil concerning the proposed zoning for Downtown Auburn.

The current zoning updated 12/26/2024 (see attached) does not include our business in that zoning and has us labeled as "Light Industrial". This new proposal does not only exclude us from the light industrial, but it also pulls us into the proposed Downtown Auburn. This new zoning will prevent us from operating the way we have for the last 60+ years, we employ 175+ people across the City of Auburn. The small residential area on our property wouldn't make sense to expand as the train tracks neighbor any residential buildings currently here or plan to be built. The trains making housing shake and cause lots of noise distractions at all times, making this very inconvenient for anyone involved. We strongly disagree with the proposal and the possibility it could hinder the operations we have worked very hard to maintain over the years.

Thank you.

Zoie Stacey

Executive Assistant

Small & Sons Oil

253-736-6758

zoies@smallandsons.com



Alexandria Teague

From: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>
Sent: Wednesday, November 26, 2025 10:01 AM
To: Alexandria Teague; Planning
Cc: Jason Krum; Pacific West Real Estate - Management
Subject: Re: Public Comment - Downtown Subarea Plan - December 2nd Public Hearing

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Thanks again, Alexandria.

John Brekke
Pacific West Real Estate, LLC

john@PacificWestRE.com

o: 425-287-6800

c: 206-227-7990



From: Alexandria Teague <ateague@auburnwa.gov>
Sent: Wednesday, November 26, 2025 8:28 AM
To: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>; Planning <planning@auburnwa.gov>
Cc: Jason Krum <jkrum@auburnwa.gov>; Pacific West Real Estate - Management <management@PacificWestRE.com>
Subject: RE: Public Comment - Downtown Subarea Plan - December 2nd Public Hearing

Good morning John,

Thank you again for your comments. I will pass them onto the Planning Commission.

Alexandria

Planning or Land Use Questions?

[Book an online meeting with staff.](#)

[Check out our FAQ!](#)

If inquiring about a specific site, please include the parcel number or address, or if inquiring about a specific project, please include the City project number in your email.

Alexandria D. Teague, AICP, Planning Services Manager

Department of Community Development

City of Auburn | www.auburnwa.gov

253.931.3003 | ateague@auburnwa.gov

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Zoning Maps | http://www.auburnwa.gov/services/resource_library/maps.htm

This email and your response are considered a public record and can be subject to disclosure under Washington's Public Records Act.

From: John Brekke, Leasing-Pacific West Real Estate, LLC <john@PacificWestRE.com>

Sent: Tuesday, November 25, 2025 1:51 PM

To: Planning <planning@auburnwa.gov>

Cc: Jason Krum <jkrum@auburnwa.gov>; Pacific West Real Estate - Management <management@PacificWestRE.com>;

Alexandria Teague <ateague@auburnwa.gov>

Subject: Public Comment - Downtown Subarea Plan - December 2nd Public Hearing

CAUTION: The following message originated from outside the City of Auburn. Be careful opening links and attachments

Resubmitting the below as public comment for the December 2nd public hearing on the 2024 Downtown Subarea Plan:

To the City of Auburn Planning Commission, staff, and elected officials, please incorporate the following comments into the 2024 Downtown Subarea Plan.

- Outright allow medical and wellness uses in DUC-Core 75. Medical uses bring needed people downtown and create foot traffic and higher paying jobs. Don't restrict medical and wellness uses to just DUC - Core 125.
- Current use on Map 2-2 on page 2-4 is inaccurate at 407-435 East Main Street. The current uses are predominately medical.
- Property owners in the DUC shouldn't have to improve frontage, dedicate land, and/or make site improvements when changing the type of tenant increases the site parking requirement by 5 or more

vehicles. Property owners need to be able to cycle through different tenants in an existing building without triggering onerous requirements. Example: a 3,000 SF space that has a tenant changeover and the parking requirement goes from 2 parking stalls per 1,000 SF to 4 parking stalls per 1,000 SF would increase the parking requirement by 6 stalls. The 6 parking stall requirement exceeds the 5 parking stall threshold. Therefore, frontage and site improvements/dedication of land would be required. This requirement has created undo vacancy in the DUC. Different types of tenants sign leases in the 1-5 year range. These small tenants often fail or even outgrow particular spaces. Tenants come and go from spaces. Existing property owners need to be able to cycle through tenants without expensive and onerous city requirements. Our family has suffered unnecessary vacancy, loss of rents, and expense due to this city requirement in our DUC building which we have owned for approximately 50 years.

- Puget Sound property owners, developers, general contractors, engineers, brokers, and investors openly consider the City of Auburn as an expensive and burdensome place to do business. More codes and regulations come at a cost and create a dis-incentive. What more can be done in the Downtown Subarea Plan to remove regulations, streamline process, provide incentives, and overall help Downtown Auburn? The City of Auburn and its downtown should be THE most interesting and incentivized place to do development and own real estate in the Puget Sound region.

Thank you,

John W. Brekke, Manager
Auburn Main Street, LLC

Property owner at:
407-435 East Main Street
Auburn, WA 98002

(206) 227-7990 cell
john@PacificWestRE.com

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PLANNING COMMISSION

2024

**AUBURN DOWNTOWN
SUBAREA PLAN**

**PRESENTED BY
ALEXANDRIA TEAGUE
PLANNING SERVICES MANAGER
DECEMBER 2, 2025**

Department of Community Development
Planning • Building • Development Engineering • Permit Center
Economic Development • Code Enforcement

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



STATUS OF THE PLAN

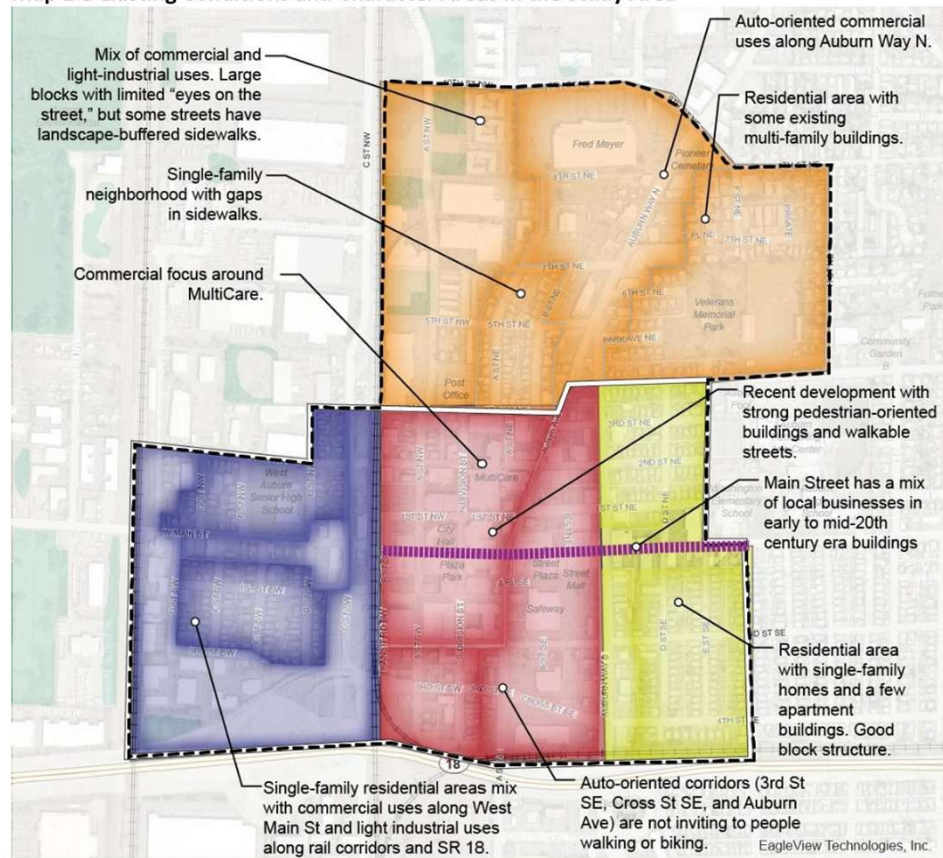
WHAT IS THE DOWNTOWN SUBAREA PLAN?

- Most recent version adopted 2001
- Direction over the past 20 years
- Strong, pedestrian-oriented center
- Plan for the next 20 years



WHAT DOES THE NEW PLAN FEATURE?

Map 2-5 Existing Conditions and Character Areas in the Study Area

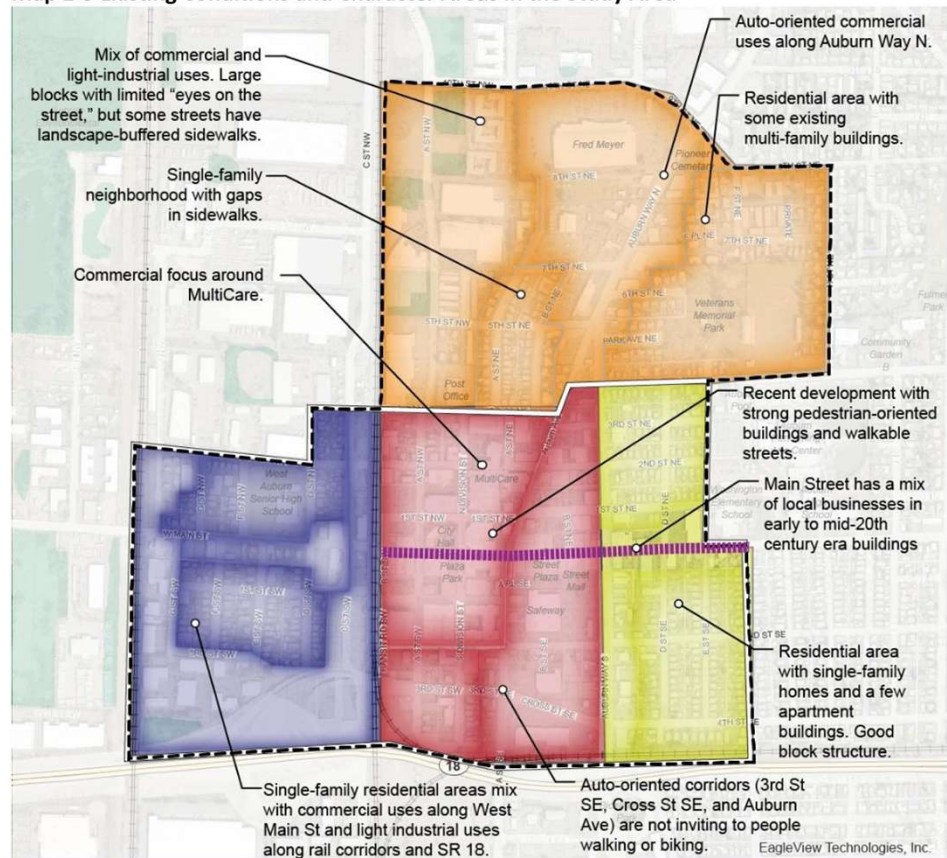


SOURCES: MAKERS (City of Auburn GIS data).

- Includes key themes:
 - Expanding Downtown
 - West Downtown
 - North Downtown
 - Main Street
 - Vacant Storefront Policies

WHAT DOES THE NEW PLAN FEATURE?

Map 2-5 Existing Conditions and Character Areas in the Study Area



SOURCES: MAKERS (City of Auburn GIS data).

- Includes key themes:
 - MultiCare Hub
 - Displacement Risks
 - Arts & Cultural Public Investments
 - Housing & Affordability
 - Increasing Activity
 - Thriving Business Center

PUBLIC ENGAGEMENT

March 2022 - City
Council Update

June 2022 - Planning
Commission Update

July 2022 - Interviews
w/ Large Employers &
Property Owners

July 2022 - Interviews
w/ Development
Comm. & Housing
Advocates

July 2022 - Interview
with Business
Community

August 2022 - Farmer's
Market Engagement

Oct. 2022 - Subarea
Plan & EIS Scoping
Notice Issued

December 2022 -
Planning Commission
Overview Presentation

Summer 2021 to 2023
- Online Survey

March to Nov. 2023
Comprehensive Plan
Presentations -
Planning Comm. & City
Council

November 2023 - City
Council Visioning

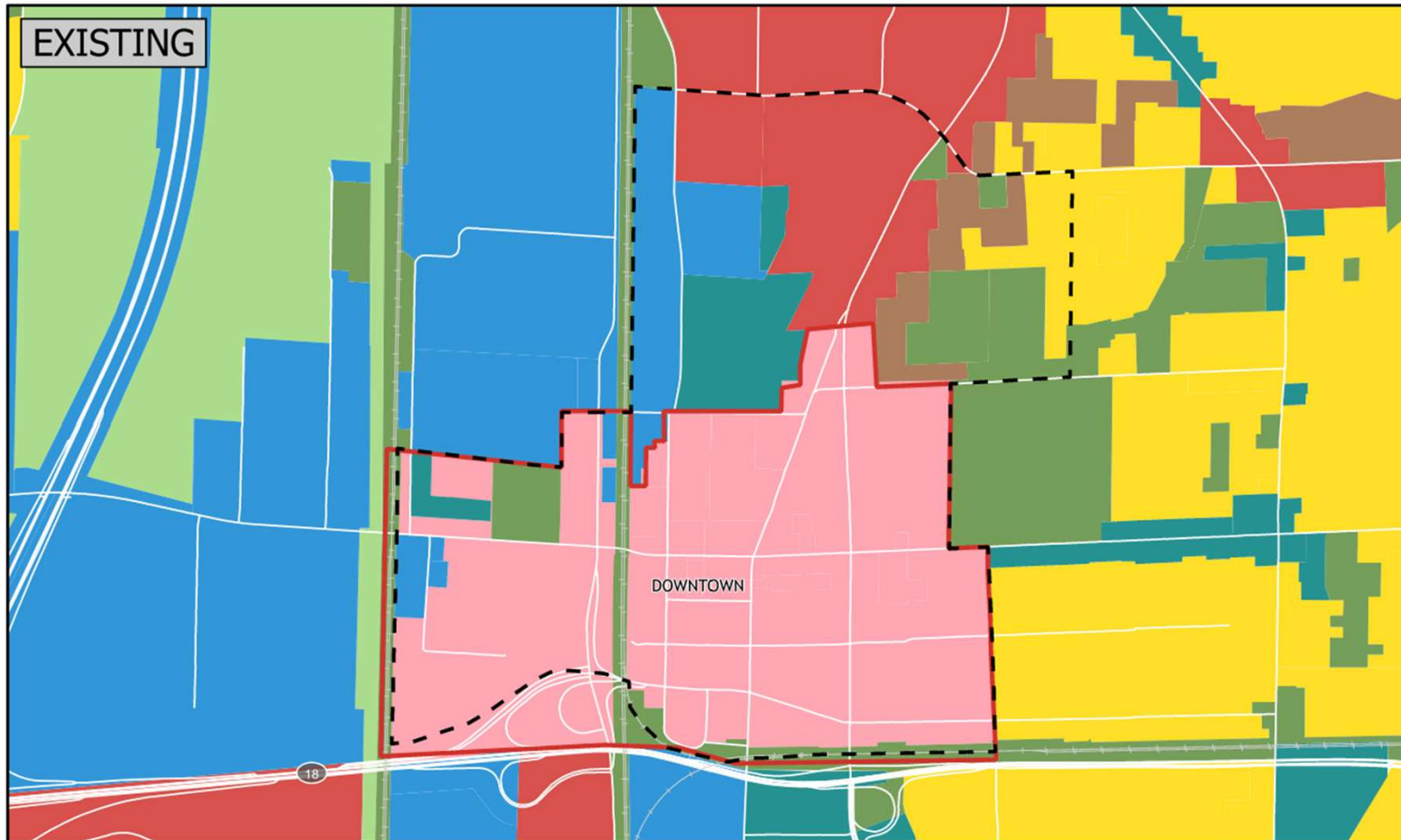
April 2023 -
Comprehensive Plan
Update Open House

Sept. 2024 - DEIS
Notice Issued

Oct. 2024 - DEIS Open
House held in Council
Chambers

Jan. 2025 - FEIS Notice
issued

PUBLIC COMMENTS

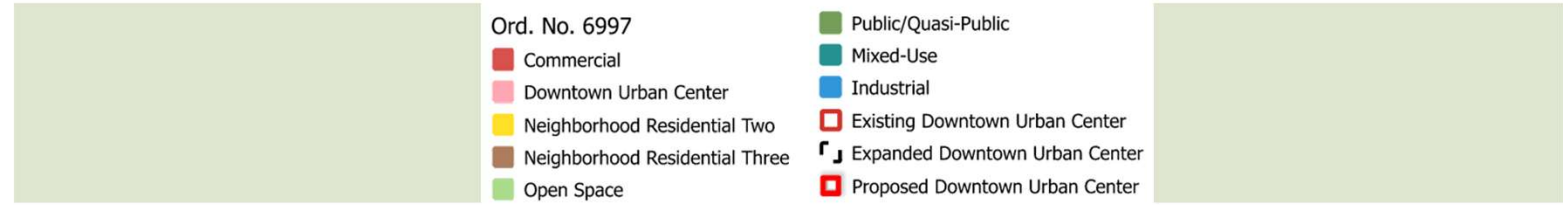
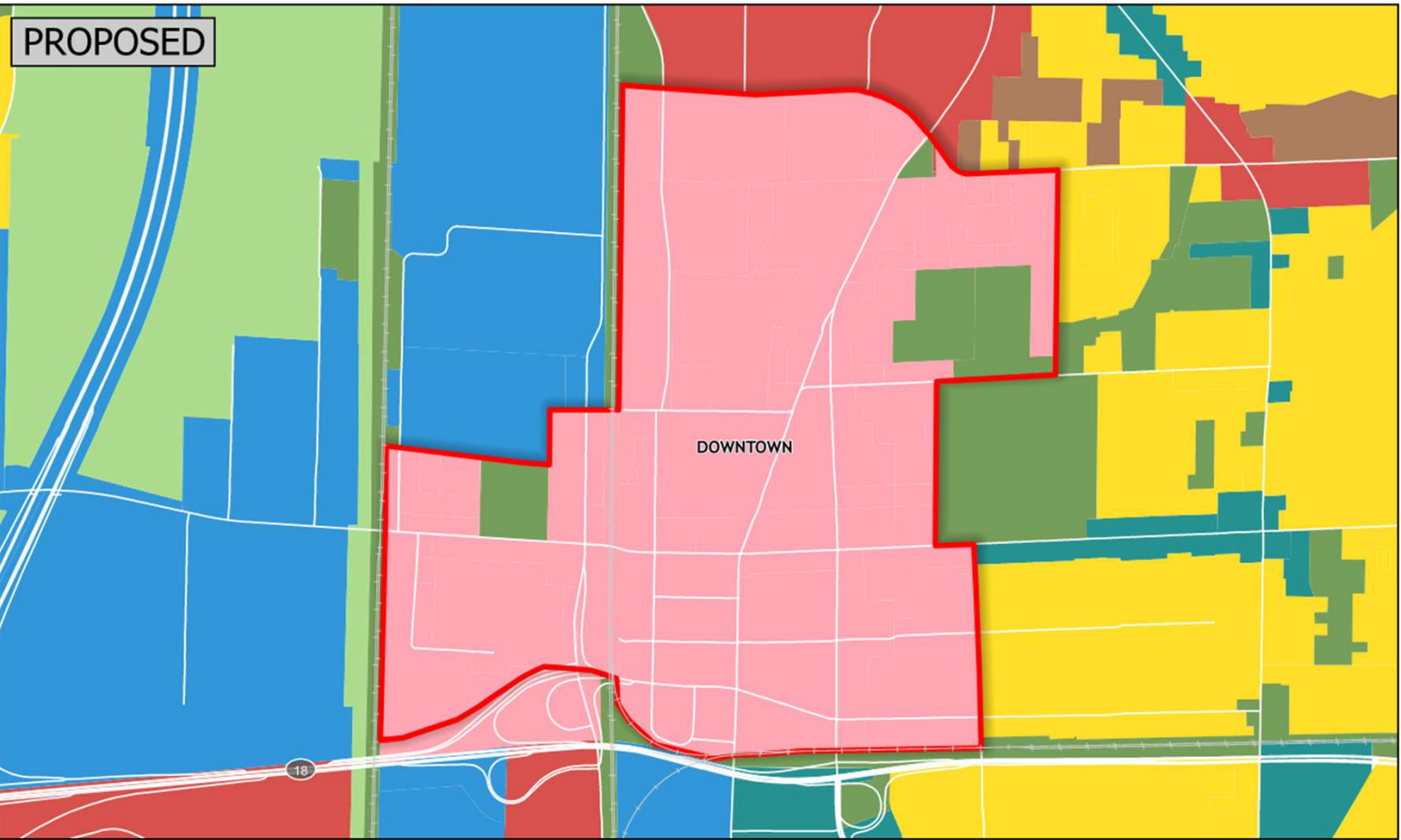


EXISTING LAND USE DESIGNATIONS

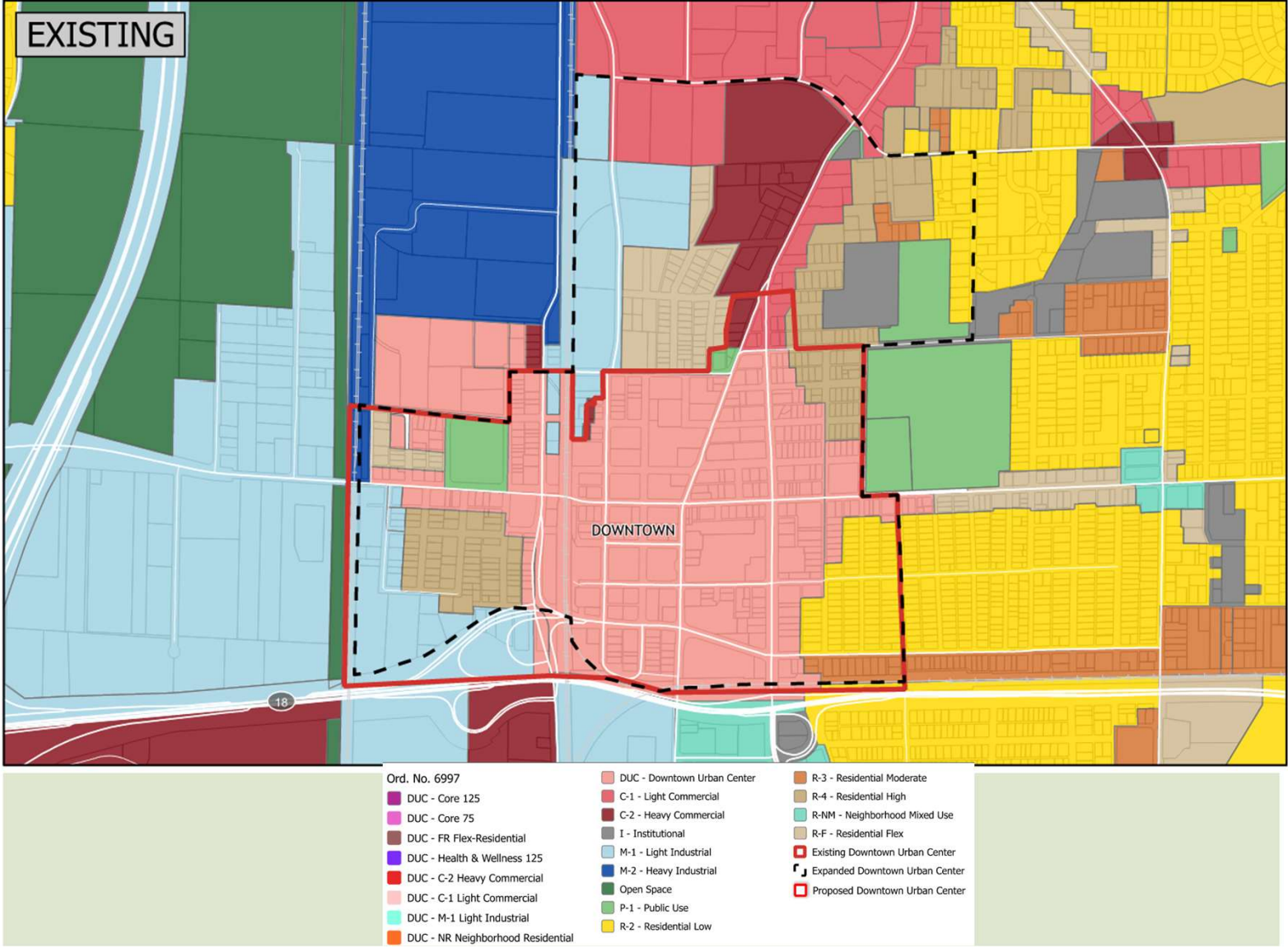
Ord. No. 6997

- Commercial
- Downtown Urban Center
- Neighborhood Residential Two
- Neighborhood Residential Three
- Open Space

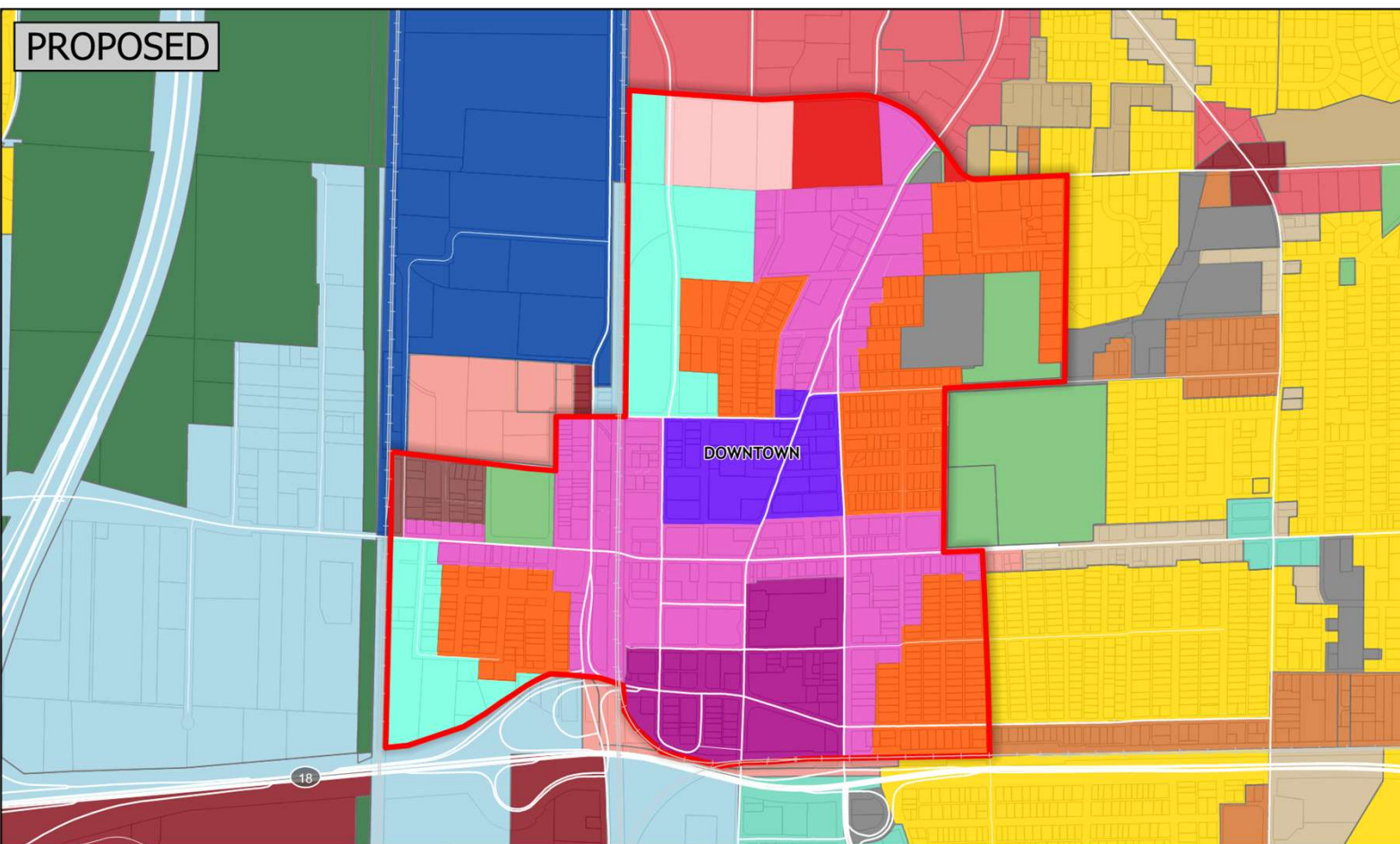
- Public/Quasi-Public
- Mixed-Use
- Industrial
- Existing Downtown Urban Center
- Proposed Downtown Urban Center



PROPOSED LAND USE DESIGNATION



EXISTING
ZONING
DISTRICTS



PROPOSED ZONING DISTRICTS

Ord. No. 6997

- DUC - Core 125
- DUC - Core 75
- DUC - FR Flex-Residential
- DUC - Health & Wellness 125
- DUC - C-2 Heavy Commercial
- DUC - C-1 Light Commercial
- DUC - M-1 Light Industrial
- DUC - NR Neighborhood Residential

- DUC - Downtown Urban Center
- C-1 - Light Commercial
- C-2 - Heavy Commercial
- I - Institutional
- M-1 - Light Industrial
- M-2 - Heavy Industrial
- Open Space
- P-1 - Public Use
- R-2 - Residential Low

- R-3 - Residential Moderate
- R-4 - Residential High
- R-NM - Neighborhood Mixed Use
- R-F - Residential Flex
- Existing Downtown Urban Center
- Expanded Downtown Urban Center
- Proposed Downtown Urban Center

DUC – Core

The Downtown Urban Center zoning district encourages higher density residential compared to other areas of the city and mixed-use buildings. Other commercial uses are allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. (see Pedestrian Streets) per the City’s currently adopted Downtown Design Guidelines.

Building Form

Expected Building Types	Development Standards
- Mid-rise apartments - Office buildings - Parking structures	- Maximum height 75-125 feet depending on area - FAR based on location, use mix, and bonuses - No maximum density

Land Use

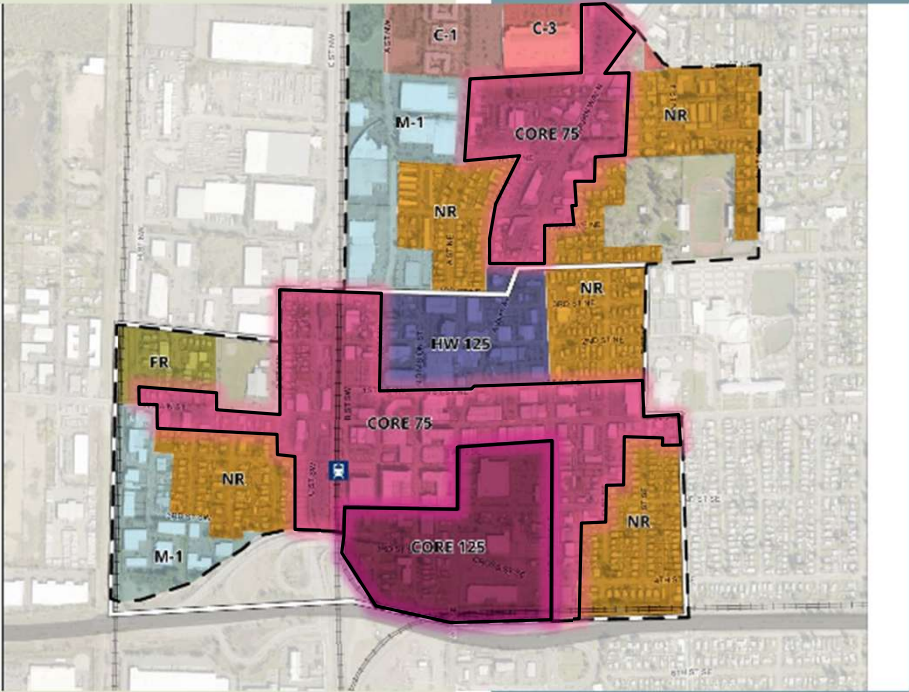
Allowed Uses	Prohibited
- Retail/residential vertical mixed-use - Office commercial - Retail - Multifamily residential (apartments and co-living housing) - Restaurants/bars - Craft industry/light industrial - Arts/entertainment (gallery, theater, fine arts studio)	- FAR below 0.75 - Outdoor storage and sales - Most industrial uses - Self-storage - On Pedestrian I Streets: Drive-throughs

Development Examples



L-R: Mixed-use buildings in Salem, OR; Seattle, WA; and Kirkland, WA

DUC CORE DISTRICT



DUC – Health and Wellness

The Downtown Urban Center – Medical zoning district encourages growth of medical and medical office uses in downtown. High-density residential, mixed-use development and other commercial uses are also allowed. Retail, residential, and personal service storefronts are required on designated Pedestrian I streets. This zone is designed to build upon and replace the Residential Office Hospital zone (RO-H).

Building Form

Expected Building Types	Development Standards
- Medical/office buildings - Mid-rise apartments - Parking structures	- Maximum height 125 feet - Reduced height allowances for non-medical uses - FAR based on use mix and bonuses - No maximum density

Land Use

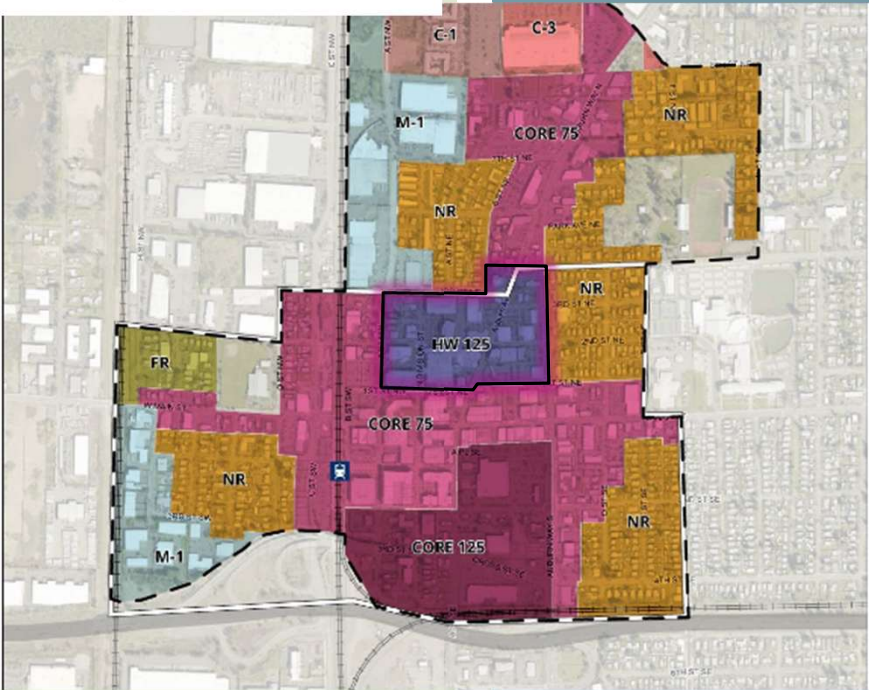
Allowed Uses	Prohibited
- Medical offices and services - Hospital-related - Office commercial - Retail/residential vertical mixed-use - Retail - Multifamily residential (apartments and co-living housing) - Food production, i.e. brewery, coffee roastery - Arts/entertainment (gallery, theater, fine arts studio)	- FAR below 0.75 - Outdoor storage and sales - On Pedestrian I streets: Drive-throughs - Most industrial uses - Self-storage

Development Examples



L-R: Office building in Seattle, WA; office/retail mixed-use buildings in Boise, ID, and residential/medical mixed-use building in Seattle, WA.

DUC HEALTH & WELLNESS



DUC – Neighborhood Residential

This zoning district is designed to support middle housing types like quadplexes, sixplexes, townhouses, courtyard housing, and small apartment buildings. It is intended to be applied in residential areas of downtown near the core with relatively small lot sizes that could support gradual infill development. Limited nonresidential uses are allowed like live/work medical offices or ground-floor retail.

Building Form

Expected Building Types	Development Standards
▪ Middle housing (including townhouses) ▪ Backyard infill detached houses and ADUs ▪ Live/work offices ▪ Small apartment buildings (up to 20 units) ▪ Small co-living housing	▪ Min lot size 2,000 sf ▪ Maximum height 45 ft

Land Use

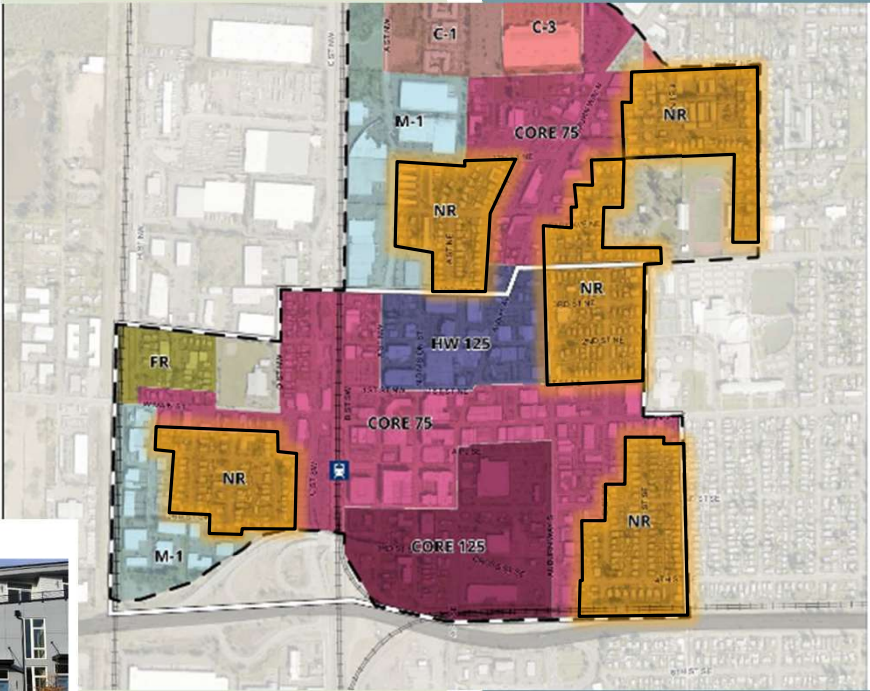
Allowed Uses	Prohibited
▪ Single-unit detached, middle housing, townhouses, small apartments, and small co-living housing ▪ Retail under 4,000 sf, including mixed use ▪ Small medical/professional offices	▪ Most commercial uses ▪ Industrial uses

Development Examples



L-R: Small apartment building in Seattle, WA; cottage cluster in Portland, WA; townhouses in Seattle, WA

DUC NEIGHBORHOOD RESIDENTIAL



Flex Residential

The Flex Residential zoning district encourages a mix of uses, including homes, artisan spaces, workshops, small light manufacturing, and commercial.

Building Form

Expected Building Types	Development Standards
- Workshops and single-story flexible buildings - Middle housing - Small mixed use buildings - Small co-living housing - Small footprint retail/services - Houses with stores or shops in front	- Min lot size 3,000 sf - Maximum height 45 ft - No front setback

Land Use

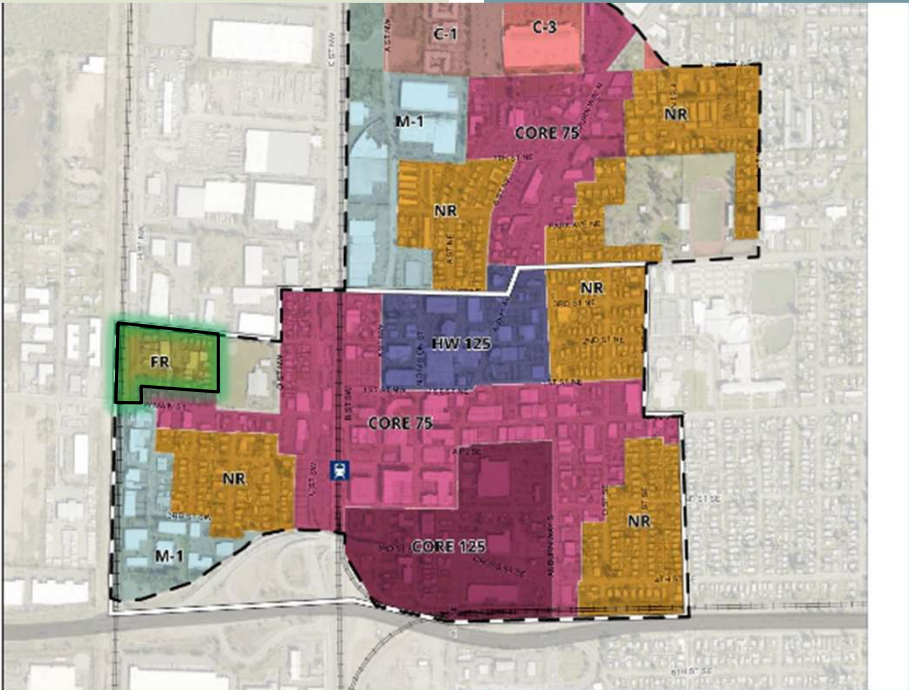
Allowed Uses	Prohibited
- Commercial/light industrial - Residential - Artisan/small workshops/manufacturing/flex-tech - Vertical and horizontal mixed use - Outdoor storage/sales with screening	Heavy industrial uses

Development Examples



L-R: Small retail office building in Seattle, WA; converted workshop in Bozeman, MT; live/work building in Bozeman, MT.

DUC FLEX RESIDENTIAL



NEXT STEPS

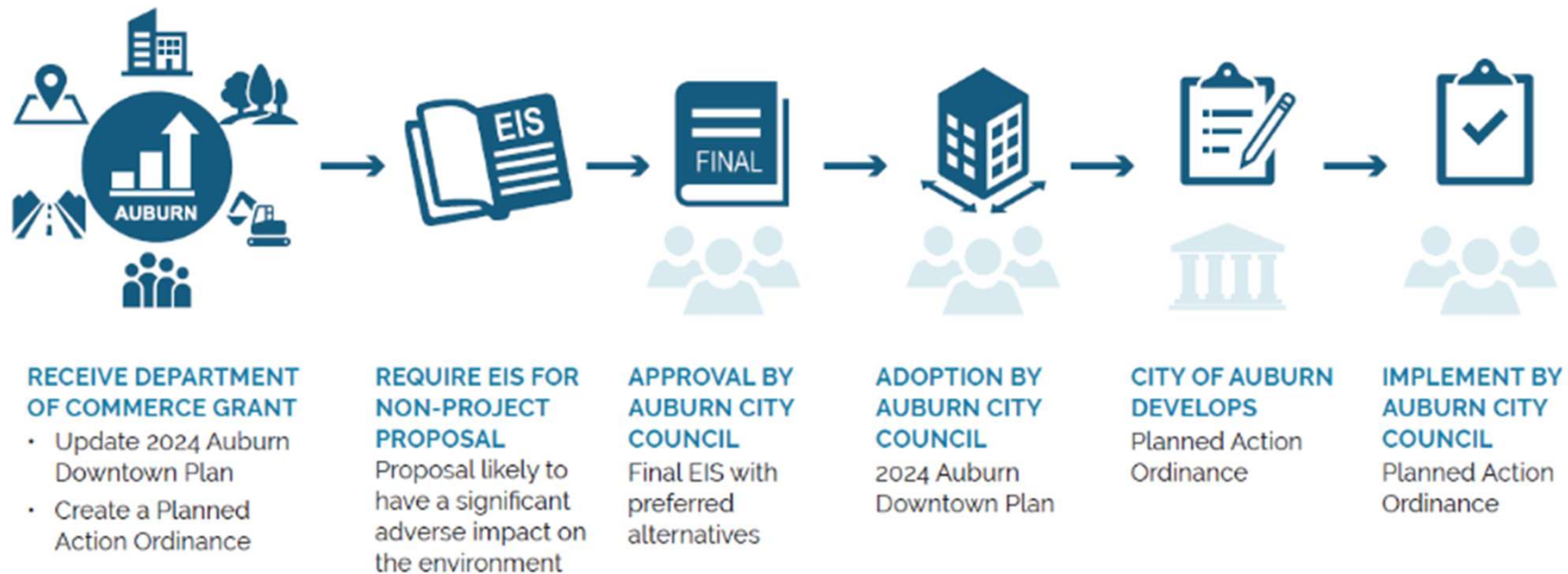
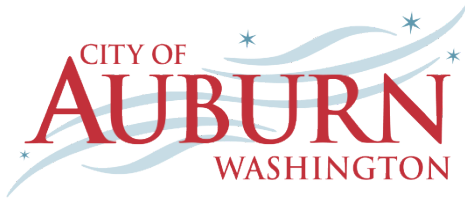


FIGURE 1-1 Downtown Subarea Plan Process

STAFF RECOMMENDATION

Planning Commission to recommend approval of the 2024 Auburn Downtown Subarea Plan, Appendix A Subarea Plan & Planned Action EIS, Appendix B Baseline Report Final, and associated subarea land use map and subarea zoning map amendments.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6998 (Krum)

An Ordinance relating to Planning, amending Sections 18.02.067, 18.07.010, 18.07.020, 18.23.030, 18.52.020, and creating new Sections 18.04.239 and 18.31.161 within Title 18 "Zoning" of the Auburn City Code, allowing Co-Living Housing in the Downtown Urban Center (DUC), R-3, R-4, R-NM, C-2, C-AG, and M-1 zones

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 6998.)

Department:

Community Development

Attachments:

Ordinance No. 6998, Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 6998.

Background for Motion:

This Ordinance will update Auburn City Code to be consistent with the requirements of the State to allow Co-Living Housing within zones that allow for a minimum of six multifamily residential units.

Background Summary:

Washington State is experiencing a housing affordability crisis and Co-Living Housing is a type of residential housing that can provide affordable rental options to people with moderate to low incomes.

Pursuant to Revised Code of Washington (RCW) 36.70A.535, cities planning under the Growth Management Act (GMA) must adopt development regulations allowing co-living as a permitted use on lots located within an urban growth area that allow at least six multifamily residential units, including on a lot zoned for mixed-use development. Co-Living Housing is a residential development with sleeping units that are independently rented and provide living and sleeping space, in which residents share kitchen facilities with residents of other units in the building. This text amendment will allow for Co-Living Housing to be permitted within the following zones: DUC, R-3, R-4, R-NM, C-2, C-AG, and M-1.

Under State law, cities must adopt or amend Co-Living Housing Standards by December 31, 2025, to align with RCW 36.70A.535. If updates are not completed by this date, the statutory requirements will

“supersede, preempt, and invalidate any conflicting local development regulations.”

The Ordinance does not establish room dimensional standards, require a mix of unit types, or require mixed-use or other uses as part of a Co-Living Housing Project. Cities shall not require Co-Living Housing to provide off-street parking when the project site is within one-half mile walking distance of a major transit stop or provide more than 0.25 off-street parking spaces per sleeping unit.

The Planning Commission has reviewed and recommended approval of the Co-Living Housing text amendment on December 2, 2025. A Notice of Public Hearing (NOH) was issued on October 7, 2025, and re-issued on November 21, 2025. Per Auburn City Code 14.22.100, the following methods of noticing for the Planning Commission Public Hearing were conducted: a) the NOH was published in The Seattle Times on November 21, 2025; b) the NOH was posted in two general public locations (City Hall and City Annex); and c) the NOH was posted on City’s Public Land Use Notice webpage.

Staff presented the proposed changes to City Council at Study Session on December 8, 2025.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 6998

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO PLANNING, AMENDING SECTIONS 18.02.067, 18.07.010, 18.07.020, 18.23.030, 18.52.020, AND CREATING NEW SECTIONS 18.04.239 AND 18.31.161 WITHIN TITLE 18 “ZONING” OF THE AUBURN CITY CODE, ALLOWING CO-LIVING HOUSING IN THE DOWNTOWN URBAN CENTER (DUC), R-3, R-4, R-NM, C-2, C-AG, AND M-1 ZONES

WHEREAS, Washington State is experiencing a housing affordability crisis and co-living housing is a type of housing that can provide rental homes affordable to people with moderate to low incomes without requiring any public funding. Rents in newly constructed, market-rate co-living housing in the Puget Sound region can be affordable to people with incomes as low as 50 percent of area median income; and

WHEREAS, co-living housing is a residential development with sleeping units that are independently rented and provide living and sleeping space in which residents share kitchen facilities with residents of other units in the building; and

WHEREAS, per Revised Code of Washington (RCW) 36.70A.535 cities planning under the Growth Management Act (GMA) must adopt development regulations allowing co-living as a permitted use on any lot located within an urban growth area that allows at least six multifamily residential units, including on a lot zoned for mixed-use development; and

WHEREAS, requirements for co-living take effect December 31, 2025. By this date, subject cities and counties must adopt or amend co-living housing standards, consistent with RCW 36.70A.535, by ordinance and incorporate co-living housing into their development regulations, zoning regulations, and other official controls. If updates

to bring co-living standards into alignment with statutory requirements are not completed by this date, the requirements of RCW 36.70A.535 will “supersede, preempt, and invalidate any conflicting local development regulations”; and

WHEREAS, per RCW 36.70A.535(2), cities may not require co-living housing proposals to contain room dimensional standards, require a mix of unit sizes or number of bedrooms, or require other uses within project; and

WHEREAS, per RCW 36.70A.535(3), cities may not require co-living housing to provide off-street parking when the project site is within one-half mile walking distance of a major transit stop or provide more than 0.25 off-street parking spaces per sleeping unit; and

WHEREAS, per RCW 36.70A.535 cities may not require, through development regulations any standards for co-living housing that are more restrictive than those that are required for other types of multifamily residential uses in the same zone. A city or county may only require a review, notice, or public meeting for co-living housing that is required for other types of residential uses in the same location, unless otherwise required by state law including, but not limited to, shoreline regulations under Chapter 90.58 RCW. Cities may not exclude co-living housing from participating in affordable housing incentive programs under RCW 36.70A.540, may not treat a sleeping unit in co-living housing as more than one-quarter of a dwelling unit for purposes of calculating dwelling unit density, and may not treat a sleeping unit in co-living housing as more than one-half of a dwelling unit for purposes of calculating fees for sewer connections; and

WHEREAS, the sewer connection fee in the City of Auburn is a flat fee for each new connection to the sanitary sewer main and is not based on number of dwelling units, per the Fee Schedule; and

WHEREAS, per ACC 18.68.030(B) a “Zoning Text Amendment” is an application to change the text of Title 18 ACC. This type of application or initiation shall be processed as a legislative non-project decision, consistent with ACC 14.03.060. Public notice was provided consistent with Title 14 ACC; and

WHEREAS, per RCW 36.70A, the text amendment was transmitted to the Washington State Department of Commerce on September 3, 2025. The 60-day notice period ended on November 2, 2025. Staff received comments from the Washington State Department of Commerce on October 22, 2025; and

WHEREAS, the proposed text amendment has been discussed with the Planning Commission at a regular meeting on December 2, 2025; and

WHEREAS, Planning Commission held a public hearing on December 2, 2025, and provided a formal recommendation of the co-living housing text amendment.

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

Section 1. Amendment to City Code. Title 18 “Zoning” of the Auburn City Code is amended to read as shown in Exhibit A.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision,

section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

18.02.067 Units allowed per lot.

E. *Lot Area per Unit Above Base Allowance.* Additional units beyond what is allowed under ACC [18.25.040\(A\)](#) are allowed based on lot area above the minimum lot size threshold. One additional unit is allowed above the base for each interval of the value shown in ACC [18.07.030\(D\)\(3\)](#) up to the maximum number of units per lot (ACC [18.07.030\(D\)\(4\)](#)), except for courtyard housing. For example: a lot with an area of 5,650 square feet in the R-2 zone may have one additional unit above the base of four because it is 1,250 square feet larger than the minimum lot size.

F. *Maximum Units per Lot.*

1. Except for courtyard housing, the total number of units shall not exceed the value listed in ACC [18.07.030\(D\)\(3\)](#).
2. The maximum number of units for courtyard housing is two times the number of units listed in ACC [18.07.030\(D\)\(4\)](#).
3. For the purpose of calculating density for co-living housing, one sleeping unit shall equate to 0.25 dwelling units. For example, a co-living housing development with 16 sleeping units would equate to 4 dwelling units.

Chapter 18.04

DEFINITIONS

Sections:

18.04.239 Co-living Housing

18.04.239 Co-living housing.

“Co-living housing” means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building.

18.04.340 Dwellings, types of.

“Types of dwellings” means:

A. *Dwelling, Single-Unit Detached.* “Single-unit detached” means a detached building, not connected to another building, designed exclusively for occupancy by one family or communal residence and containing one dwelling unit that is permanently attached to the ground. A manufactured home may be considered a single-unit detached dwelling if sited per ACC [18.31.050](#). This dwelling type was previously called “single family” and is synonymous with “single-unit detached housing.”

B. *Dwelling, Middle Housing.* “Middle housing” dwellings include the following housing types:

1. “Townhouse” means a detached structure that contains three or more attached dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides, each with its own front and rear access to the outside.

2. “Duplex” means a detached structure consisting of two individual dwelling units that is in a horizontal or stacked layout, does not have interior openings between dwelling units, and which dwelling units share common walls.

3. "Triplex" means a detached structure consisting of three individual dwelling units that is in a horizontal or stacked layout, does not have interior openings between dwelling units, and which dwelling units share common walls.
 4. "Fourplex" means a detached structure consisting of four individual dwelling units that is in a horizontal or stacked layout, does not have interior openings between dwelling units, and which dwelling units share common walls.
 5. "Fiveplex" means a detached structure consisting of five individual dwelling units that is in a horizontal or stacked layout, does not have interior openings between dwelling units, and which dwelling units share common walls.
 6. "Sixplex" means a detached structure consisting of six individual dwelling units that is in a horizontal or stacked layout, does not have interior openings between dwelling units, and which dwelling units share common walls.
 7. "Stacked flat" means dwelling units in a residential building of no more than three stories on a lot in which each floor may be separately rented or owned. Duplexes and triplexes may be arranged as stacked flats.
 8. "Cottage housing" means residential units on a lot with a common open space that either: (a) is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space. Courtyard housing standards in ACC [18.25.050](#) apply to cottage housing. This definition of cottage housing does not apply to "guest cottages" of ACC [18.04.450](#).
 9. "Courtyard apartments" means a residential structure consisting of multiple attached side-by-side and/or stacked dwelling units oriented around a yard or court on two or three sides.
- C. *Dwelling, Apartment.* "Apartment" means a building designed for occupancy by seven or more families or communal residences living independently of each other and containing seven or more dwelling units. Apartment units may be located in a mixed-use development. This

dwelling type was previously called “multiple-family” dwellings. (Ord. 6959 § 1 (Exh. A), 2024; Ord. 6477 § 4, 2013; Ord. 6245 § 3, 2009; Ord. 6162 § 1, 2008; Ord. 4229 § 2, 1987.)

D. *Sleeping Unit*. Means a single unit that provides rooms or spaces for one or more people, includes permanent provisions for sleeping and can include provisions for living, eating and either sanitation or kitchen facilities but not both.

Chapter 18.07

RESIDENTIAL ZONES

Sections:

18.07.010	Intent.
18.07.020	Uses.
18.07.030	Development standards.

18.07.010 Intent.

A. *General.* This section describes the intent for each of the city's residential zones. These intent statements may be used to guide the interpretation of the regulations associated with each zone.

B. *RC Residential Conservancy Zone.*

1. RC residential conservancy zone is intended primarily to provide for low-intensity single-family residential uses with characteristics of an agricultural environment; provided, that the agricultural uses are secondary to the single-family uses. These areas allow for a lifestyle similar to that of rural areas that includes allowance of farm animals and streets without sidewalks. This zone is intended to protect areas with significant environmental constraints or values from impacts typically associated with urban levels of development while allowing low-intensity development designed to minimize impacts on the natural environmental features designated for conservation.
2. Public improvements required within the RC zone will be less than is normally required for the higher intensity residential zones within the city and are not subject to the city's complete streets policies.
3. This zone shall only be applied in areas designated as residential conservancy on the comprehensive plan.

C. *R-1 Residential Zone.*

1. The intent of the R-1 residential zone is to provide areas for estate-type residential development on large lots in areas that are intended to create an open space separation between existing urban areas that are unique from each other and where limited public utilities and transportation infrastructure are present.

Appropriate development standards required of other urban areas shall be required to serve this zone.

2. R-1 implements the Neighborhood Residential One comprehensive plan land use designation.

D. *R-2 Residential Low Zone.*

1. The R-2 residential low zone is intended for lower-intensity residential development consisting of single-unit detached houses, townhouse, duplex, triplex, fourplex, two-story stacked flats, courtyard apartments, cottage housing on lot sizes typical of suburban and urban development. This residential zone allows flexibility in the types and densities of housing permitted while at the same time maintaining a desirable family living environment by establishing minimum usable open spaces, maximum impervious coverage, and maximum units per lot area with the character and scale of traditional single-unit detached neighborhoods.

2. A related consideration of this zone is to provide a transition between low-intensity residential development areas and higher- and lower-intensity designations. Small-scale, community-based commercial development that provides services to the local neighborhood will be considered through the administrative use permit process.

3. R-2 implements the Neighborhood Residential Two comprehensive plan land use designation.

E. *R-3 Residential Moderate Zone.*

1. The intent of the R-3 residential moderate zone is to allow all residential and commercial types and uses provided in the R-2 residential zone, while allowing additional intensity through allowing stacked flats up to three stories, fiveplexes, ~~and~~ sixplexes, and co-living housing. Single-unit detached houses are not permitted in the R-3 zone. Apartment buildings and mixed-use development consisting of no more than 20 units and three stories per lot is permitted. Supportive housing and residential care developments

are permitted in this zone to provide additional needed housing options but must still adhere to the residential density and unit limitations established within this category. Small-scale commercial development providing services to the area is encouraged in this zone and implemented through the administrative use permit process.

2. R-3 implements the Neighborhood Residential Two comprehensive plan land use designation.

F. *R-4 Residential High Zone.*

1. The R-4 residential high zone is intended to maximize residential density opportunities and is further intended as a residential zone primarily of middle housing and multiple-story apartment and mixed-use development. This zone is characterized by a more active living environment near transit, urban services and commercial uses. The R-4 residential zone allows for all uses allowed in the R-3 zone, plus apartment and mixed-use development of more than 20 units and three stories per lot is permitted. Small-scale commercial development providing services to the area is encouraged in this zone and implemented through the administrative use permit process.

2. R-4 implements the Neighborhood Residential Three comprehensive plan land use designation.

G. *R-NM Residential Neighborhood Mixed-Use Zone.*

1. The intent of the R-NM residential neighborhood mixed-use zone is to provide a flexible approach that achieves a mix of dense residential development and light commercial uses in either a vertical or horizontal configuration. Within this zone there will be a mix of retail, office, middle housing, [co-living housing](#), and multi-story residential uses, with attractive design and accessible spaces for people to live, work, and visit. This zoning designation is served primarily by a combination of transit, pedestrian, and/or bicycle facilities allowing people to access amenities without needing a personal vehicle. Uses and densities allowed within this zone will be consistent with the uses permitted in the C-1 light commercial and the densities of the R4 residential high zone. New development and redevelopment will incorporate a mix of residential and commercial uses. In addition, parks and open spaces are encouraged and may be permitted through the administrative use permit process.

2. Street-level development is encouraged to be retail or higher traffic local businesses or offices, and residential is encouraged on the upper levels of buildings. This zoning district should be walkable and bikeable to neighborhood commercial services and transit facilities and have a high level of street activation and amenities.

H. *R-F Residential Flex Zone*. The R-F residential-flex zone is intended primarily to accommodate small-scale business and professional offices, medical and dental clinics, salons and other personal services, eating and drinking establishments, and banks and similar financial institutions at locations where they are compatible with residential uses. Accessory retail may be permitted if supplemental to the other uses allowed in the zone. This zone is intended for those areas that are in transition from residential to commercial uses along corridors serving lower density residential land uses. Conversion of residential uses to commercial uses is geared towards encouraging adaptive reuse of existing single-unit structures that continue to appear in accord with the single-unit residential character. New development in the R-F residential-flex zone should not exceed two stories or footprint that is designed to maintain a character and a scale smaller than the R-NM residential neighborhood mixed-use residential zone. (Ord. 6959 § 1 (Exh. A), 2024; Ord. 6525 § 6, 2014; Ord. 6245 § 5, 2009.)

18.07.020 Uses.

Table 18.07.020. Permitted Use Table – Residential Zones

P = Permitted A = Administrative C = Conditional Use X = Not Permitted							
Land Uses	Zoning Designations						
	RC	R-1	R-2	R-3	R-4	R-NM	R-F
A. Residential Uses.							
Accessory dwelling units subject to the provisions contained in Chapter 18.32 ACC	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹
Accessory use, residential	P	P	P	P	P	P	P
Adult family home	P	P	P	P	P	P ¹	P

Apartments (7 units or more)	X	X	X	P ¹¹	P	P	X
Bed and breakfast or short-term rentals	P	P	P	P	P	X	P
Caretaker apartment	X	X	X	X	X	P	X
<u>Co-living housing</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P¹³</u>	<u>X</u>
Communal residence	P	P	P	P	P	X	P
Foster care homes	P	P	P	P	P	X	P
Group residence facilities (7 or more residents)	X	X	X	P	P	P	P
Group residence facilities (6 or fewer residents)	P	P	P	P	P	P	P
Keeping of animals ⁴	P ²	P ²	P ²	P ²	P ²	P ²	P ²
Middle housing subject to the provisions in Chapter 18.25 ACC (2 to 6 units)	P	P	P	P	P	P	P
Neighborhood recreational buildings and facilities owned and managed by the neighborhood homeowners' association	A ⁶	A ⁶	A ⁶	A ⁶	A ⁶	P	P
Use as dwelling units of (1) recreational vehicles that are not part of an approved recreational vehicle park, (2) boats, (3) automobiles, and (4) other vehicles	X	X	X	X	X	X	X
Renting of rooms, for lodging purposes only, to accommodate not more than two persons in addition to the family or owner occupied unit ⁸	P	P	P	P	P	P	P
Residential care facilities including but not limited to assisted living facilities, convalescent homes, continuing care retirement facilities	P	P	P	P	P	P	P
Single-unit detached dwellings, new	P	P	P	X	X	X	P
Supportive housing (permanent), subject to the provisions of ACC 18.31.160	P	P	P	P	P	P	P
Swimming pools, tennis courts and similar outdoor recreation uses only accessory to	P	P	P	P	P	P	P

residential or park uses							
Townhouses (attached)	X	X	X	X	P	P	P
Transitional housing	P	P	P	P	P	P	P
B. Commercial Uses.							
Commercial horse riding and bridle trails	A	X	X	X	X	X	X
Commercial recreation facility, indoor	X	X	X	X	P	P	X
Commercial retail establishment	X	X	A	A	P	P	A
Convenience store	X	X	X	X	P	P	X
Daycare, limited to a mini daycare center. Daycare center, preschool or nursery school may also be permitted but must be located on an arterial	X	P	P	P	P	P	P
Grocery or specialty food store	X	X	X	A	P	P	A
Home-based (or family) daycare as regulated by RCW 35.63.185 and through receipt of approved city business license	P	P	P	P	P	P	P
Home occupations subject to compliance with Chapter 18.60 ACC	P	P	P	P	P	P	P
Marijuana cooperative	X	X	X	X	X	X	X
Marijuana processor	X	X	X	X	X	X	X
Marijuana producer	X	X	X	X	X	X	X
Marijuana-related business	X	X	X	X	X	X	X
Marijuana researcher	X	X	X	X	X	X	X
Marijuana retailer	X	X	X	X	X	X	X
Marijuana transporter business	X	X	X	X	X	X	X
Mixed-use development ³¹⁰	X	X	X	P	P	P	P

Personal service shop	X	X	A	P	P	P	P
Nursing homes	X	X	X	X	C	C	C
Privately owned and operated parks and playgrounds and not homeowners' association-owned recreational area	X	A	A	A	A	P	P
Professional offices	X	X	A	A	P ⁹	P	P
Restaurant, café, or coffee shop	X	X	A	A	P	P	A
Neighborhood retail establishment	X	X	A	A	P	P	P
C. Resource Uses.							
Agricultural enterprise: ⁷							
When 50 percent, or more, of the total site area is dedicated to active agricultural production during the growing season, and with 52 or less special events per calendar year	A ⁷	X	X	X	X	X	X
When less than 50 percent of the total site area is dedicated to active agricultural production during the growing season, or with more than 52 special events per calendar year	C ⁷	X	X	X	X	X	X
Agricultural type uses are permitted provided they are incidental and secondary to the single-family use:							
Agricultural crops and open field growing (commercial)	P	X	X	X	X	X	X
Barns, silos and related structures	P	X	X	X	X	X	X
Commercial greenhouses	P	X	X	X	X	X	X
Pasturing and grazing ⁴	P	X	X	X	X	X	X
Public and private stables ⁴	P	X	X	X	X	X	X
Roadside stands, for the sale of agricultural products raised on the premises. The stand cannot	P	X	X	X	X	X	X

exceed 300 square feet in area and must meet the applicable setback requirements.							
Fish hatcheries	C	X	X	X	X	X	X
D. Government, Institutional, and Utility Uses.							
Civic, social and fraternal clubs	X	X	X	X	A	A	A
Government facilities	A	A	A	A	A	A	A
Hospitals (except animal hospitals)	X	X	X	X	X	C	C
Municipal parks and playgrounds	A	P	P	P	P	P	P
Museums	X	X	X	X	A	A	A
Religious institutions, less than one acre lot size ¹²	A	A	A	A	A	A	A
Religious institutions, one acre or larger lot size ¹²	C	C	C	C	C	C	C
Transmitting towers	C	C	C	C	C	C	C
Type 1-D wireless communications facility (see ACC 18.04.912(W) and 18.31.100)	P	P	P	P	P	P	P
Eligible facilities request (EFR) (wireless communications facility – See ACC 18.04.912(H))	P	P	P	P	P	P	P
Utility facilities and substations	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵	C ⁵
Small wireless facilities (ACC 18.04.912(O))	P	P	P	P	P	P	P

1 An accessory dwelling unit may be permitted with an existing single-unit residence pursuant to Chapter [18.32](#) ACC.

2 Please see the supplemental development standards for animals in ACC [18.31.220](#).

3 Individual uses that make up a mixed-use development must be permitted within the zone. If a use making up part of a mixed-use development requires an administrative or conditional use permit, the individual use must apply for and receive the administrative or conditional use approval, as applicable.

4 Proximity of pasture or livestock roaming area to wells, surface waters, and aquifer recharge zones is regulated by the King or Pierce County board of health, and property owners shall comply with the provisions of the board of health code.

5 Excludes all public and private utility facilities addressed under ACC [18.02.040\(E\)](#).

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- 6** Administrative use permit not required when approved as part of a subdivision or binding site plan.
- 7** Agricultural enterprise uses are subject to supplemental development standards under ACC [18.31.210](#), Agricultural enterprises development standards.
- 8** An owner occupant that rents to more than two persons but no more than four persons is required to obtain a city of Auburn rental housing business license and shall meet the standards of the International Property Maintenance Code.
- 9** As component of mixed-use developments and/or office ground floor uses permitted up to 5,000 square feet.
- 10** Commercial uses permitted outright, or allowed administratively or conditionally in this table may be allowed as part of mixed-use development.
- 11** Apartment buildings and mixed-use development consisting of no more than 20 units and three stories per lot is permitted.
- 12** Reference ACC [18.31.165](#) for standards related to homeless encampments hosted by a religious organization.
- 13** When provided in the R-NM Zone, a mixed-use component shall not be required as part of the project approval.

(Ord. 6977 § 1 (Exh. A), 2025; Ord. 6959 § 1 (Exh. A), 2024; Ord. 6799 § 5 (Exh. E), 2020; Ord. 6642 § 4, 2017; Ord. 6600 § 9, 2016; Ord. 6565 § 2, 2015; Ord. 6560 § 9, 2015; Ord. 6477 § 8, 2013; Ord. 6369 § 2, 2011; Ord. 6363 § 3, 2011; Ord. 6269 § 3, 2009; Ord. 6245 § 5, 2009.)

18.23.030 Uses.

A. *General Permit Requirements.* Table 18.23.030 identifies the uses of land allowed in each commercial and industrial zone and the land use approval process required to establish each use.

B. *Requirements for Certain Specific Land Uses.* Where the last column (Standards for Specific Land Uses) in Table 18.23.030 includes a reference to a code section number, the referenced section determines other requirements and standards applicable to the use regardless of whether it is permitted outright or requires an administrative or conditional use permit.

C. *Uses Affected by the Airport Overlay.* Refer to Chapter [18.38](#) ACC to determine whether uses are separately prohibited by that chapter or will be required to comply with additional regulations that are associated with the airport overlay.

Table 18.23.030. Permitted, Administrative, Conditional and Prohibited Uses by Zone, Commercial and Industrial Zones

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
INDUSTRIAL, MANUFACTURING AND PROCESSING, WHOLESALING						
Building contractor, light	X	P	X	P	P	
Building contractor, heavy	X	X	X	A	P	
Manufacturing, assembling and packaging – Light intensity	X	P	X	P	P	ACC 18.31.180

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Manufacturing, assembling and packaging – Medium intensity	X	A	X	P	P	ACC 18.31.180
Manufacturing, assembling and packaging – Heavy intensity	X	X	X	X	A	ACC 18.31.180
Marijuana processor	X	X	X	C	C	Chapter 18.59 ACC
Marijuana producer	X	X	X	C	C	Chapter 18.59 ACC
Marijuana researcher	X	X	X	C	C	Chapter 18.59 ACC
Marijuana retailer	X	C	X	C	C	Chapter 18.59 ACC
Marijuana transporter business	X	X	X	C	C	Chapter 18.59 ACC
Outdoor storage, incidental to principal permitted use on property	X	P	X	P	P	ACC 18.57.020(A)
Storage – Personal household storage facility (mini-storage)	P	P	X	P	P	ACC 18.57.020(B)
Warehousing and distribution	X	X	X	P	C	ACC 18.57.020(C)
Warehousing and distribution, bonded and located within a designated foreign trade zone	X	P	X	P	P	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Wholesaling with on-site retail as an incidental use (e.g., coffee, bakery)	X	P	X	P	P	
RECREATION, EDUCATION AND PUBLIC ASSEMBLY USES						
Commercial recreation facility, indoor	P	P	P	P	A	
Commercial recreation facility, outdoor	X	A	A	P	A	ACC 18.57.025(A)
Conference/convention facility	X	A	X	A	X	
Library, museum	A	A	X	A	X	
Meeting facility, public or private	P	P	X	A	A	
Movie theater, except drive-in	P	P	P	X	X	
Private school – Specialized education/training (for profit)	A	P	P	P	P	
Religious institutions, lot size less than one acre	P	P	A	A	A	ACC 18.31.165
Religious institutions, lot size more than one acre	P	P	A	A	A	ACC 18.31.165
Sexually oriented businesses	X	P	X	P	P	Chapter 18.74 ACC

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Sports and entertainment assembly facility	X	A	X	A	A	
Studio – Art, dance, martial arts, music, etc.	P	P	P	P	A	
RESIDENTIAL						
Apartment units, as part of a mixed-use development ²	X	P	P	P	X	ACC 18.57.030
Apartments, standalone	X	X	X	X	X	
Caretaker apartment	P	P	X	P	P	
<u>Co-living housing</u> ⁴	X	P	P	P	X	
Indoor emergency housing or shelter	P	P	P	A	A	ACC 18.31.160
Live/work unit, as part of a mixed-use development ²	X	P	P	P	X	
Live/work unit, standalone ³	X	X	X	X	X	
Work/live unit, as part of a mixed-use development ²	X	P	P	P	X	
Work/live unit, standalone ³	X	X	X	X	X	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Marijuana cooperative	X	X	X	X	X	
Nursing home, assisted living facility	P	P	C	X	X	
Senior housing ²	X	A	X	X	X	
Supportive housing (permanent)	P	P	P	A	A	ACC 18.31.160
Transitional housing	P	P	P	A	A	ACC 18.31.160
RETAIL						
Building and landscape materials sales	X	P	X	P	P	ACC 18.57.035(A)
Community retail establishment	P	P	P	P	P	
Construction and heavy equipment sales and rental	X	X	X	A	P	
Convenience store	A	P	X	P	P	
Drive-through espresso stands	A	P	A	P	A	
Drive-through facility, including banks and restaurants	A	P	P	P	P	ACC 18.52.040
Entertainment, commercial	A	P	X	A	A	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Groceries, specialty food stores	P	P	P	P	X	
Neighborhood retail establishment	P	P	P	P	P	
Nursery	X	P	A	P	P	ACC 18.57.035(C)
Outdoor displays and sales associated with a permitted use (auto/vehicle sales not included in this category)	P	P	P	P	P	ACC 18.57.035(D)
Regional retail establishment	X	P	P	P	A	
Restaurant, cafe, coffee shop	P	P	P	P	P	
Tasting room	P	P	P	P	P	
Tavern	P	P	P	P	A	
Wine production facility, small craft distillery, small craft brewery	P	P	P	P	P	
SERVICES						
Animal daycare (excluding kennels and animal boarding)	A	P	A	P	P	ACC 18.57.040(A)
Animal sales and services (excluding kennels)	P	P	P	P	P	ACC 18.57.040(B)

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
and veterinary clinics)						
Banking and related financial institutions, excluding drive-through facilities	P	P	P	P	P	
Catering service	P	P	A	P	P	
Daycare, including mini daycare, daycare center, preschools or nursery schools	P	P	P	P	X	
Dry cleaning and laundry service (personal)	P	P	P	P	P	
Equipment rental and leasing	X	P	X	P	P	
Kennel, animal boarding	X	A	X	A	A	ACC 18.57.040(C)
Government facilities; this excludes offices and related uses that are permitted outright	A	A	A	A	A	
Hospital	P	P	X	P	P	
Lodging – Hotel or motel	P	P	P	A	A	
Medical – Dental clinic	P	P	P	P	X	
Mortuary, funeral home, crematorium	P	P	X	P	X	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Personal service shops	P	P	P	P	X	
Pharmacies	P	P	P	X	X	
Print and copy shop	P	P	P	P	X	
Printing and publishing (of books, newspaper and other printed matter)	A	P	P	P	P	
Professional offices	P	P	P	P	P	
Repair service – Equipment, appliances	A	P	P	P	P	ACC 18.57.040(D)
Veterinary clinic, animal hospital	P	P	P	P	X	
Youth community support facility	P	X	X	X	X	ACC 18.57.040(E)
TRANSPORTATION, COMMUNICATIONS AND INFRASTRUCTURE						
Ambulance, taxi, and specialized transportation facility	X	A	X	P	P	
Broadcasting studio	P	P	X	P	P	
Heliport	X	C	X	C	C	
Motor freight terminal ¹	X	X	X	X	X	See Footnote No. 1

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Parking facility, public or commercial, surface	P	P	P	P	X	
Parking facility, public or commercial, structured	P	P	P	P	X	
Towing storage yard	X	X	X	A	P	ACC 18.57.045(A)
Utility transmission or distribution line or substation	A	A	A	A	A	
Wireless communications facility (WCF) (See ACC 18.04.912(W))	*	*	*	*	*	*See ACC 18.31.100 for use regulations and zoning development standards.
Eligible facilities request (EFR) (wireless communications facility) (See ACC 18.04.912(H))	P	P	P	P	P	
Small wireless facilities (ACC 18.04.912(Q))	P	P	P	P	P	
VEHICLE SALES AND SERVICES						
Automobile washes (automatic, full or self-service)	A	P	P	P	P	ACC 18.57.050(A)
Auto parts sales with installation services	A	P	P	P	P	

PERMITTED, ADMINISTRATIVE, CONDITIONAL AND PROHIBITED USES BY ZONE						P – Permitted C – Conditional A – Administrative X – Prohibited
LAND USE	Zoning Designation					Standards for Specific Land Uses
	C-1	C-2	C-AG	M-1	M-2	
Auto/vehicle sales and rental	A	P	X	P	P	ACC 18.57.050(B)
Fueling station	A	P	P	P	P	ACC 18.57.050(C)
Mobile home, boat, or RV sales	X	P	X	P	P	
Vehicle services – Repair/body work	X	P	X	P	P	ACC 18.57.050(D)
OTHER						
Any commercial use abutting a residential zone which has hours of operation outside of the following: Sunday: 9:00 a.m. to 10:00 p.m. or Monday – Saturday: 7:00 a.m. to 10:00 p.m.	A	A	A	A	A	
Other uses may be permitted by the planning director or designee if the use is determined to be consistent with the intent of the zone and is of the same general character of the uses permitted. See ACC 18.02.120(C)(6) , Unclassified Uses.	P	P	P	P	P	

1 Any motor freight terminal, as defined by ACC [18.04.635](#), in existence as of the effective date of the ordinance codified in this section, is an outright permitted use in the M-1 and M-2 zones. Any maintenance, alterations and additions to an existing motor freight terminal which are consistent with ACC [18.23.040](#), Development standards, are allowed.

2 Any mixed-use development or senior housing project vested prior to Resolution No. [5187](#) (December 7, 2015) is an outright permitted use in the C-1 zone. Subsequently, if a nonresidential use within a vested

mixed-use development changes, then the nonresidential use shall maintain a minimum of 10 percent of the cumulative building ground floor square footage consisting of the uses permitted outright, administratively, or conditionally, listed under "Recreation, Education, and Public Assembly," "Retail," or "Services" of the C-1 zone.

3 Any standalone live/work units or standalone work/live units vested prior to the effective date of the ordinance codified in this chapter are outright permitted uses.

4 Co-living housing provided in this zone shall not be required to provide a mixed-use component.

(Ord. 6977 § 1 (Exh. A), 2025; Ord. 6959 § 1 (Exh. A), 2024; Ord. 6885 § 1 (Exh. A), 2022; Ord. 6838 § 1 (Exh. A), 2021; Ord. 6799 § 6 (Exh. F), 2020; Ord. 6728 § 3 (Exh. C), 2019; Ord. 6688 § 1 (Exh. 1), 2018; Ord. 6644 § 2, 2017; Ord. 6642 § 9, 2017; Ord. 6508 § 1, 2014; Ord. 6433 § 26, 2012.)

Chapter 18.31

SUPPLEMENTAL DEVELOPMENT STANDARDS

Sections:

18.31.010	Daycare standards.
18.31.020	Fences.
18.31.025	Retaining walls.
18.31.030	Height limitations – Exceptions.
18.31.040	Lots.
18.31.050	Single-unit detached siting and design standards.
18.31.060	Recreational vehicle parks.
18.31.070	Setbacks.
18.31.080	Heliports.
18.31.090	Work release, prerelease and similar facilities.
18.31.100	Wireless communications facilities siting standards.
18.31.110	Siting of small wireless facilities.
18.31.115	Wetland mitigation.
18.31.120	<i>Repealed.</i>
18.31.130	Communal residence standards.
18.31.140	Gated residential subdivisions.
18.31.150	Secure community transition facilities.
18.31.160	Supplemental standards for transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing.
18.31.161	Supplemental standards for co-living housing.
18.31.165	Homeless encampment hosted by a religious organization.
18.31.170	<i>Reserved.</i>
18.31.180	Performance standards.
18.31.190	Supplemental standards for residential mobile home communities.
18.31.200	Architectural and site design review standards and regulations.
18.31.210	Agricultural enterprises development standards.
18.31.220	Permitted animals.
18.31.230	<i>Repealed.</i>

18.31.161 Supplemental standards for co-living housing.

A. General Standards. Co-living housing allowed pursuant to ACC 18.07.020 and 18.23.030 shall comply with the development standards of the underlying zone.

B. Co-living housing is exempt from the following:

1. Containing room dimensional standards larger than that required by the state and/or international building code, including dwelling unit size, sleeping unit size, room area, and habitable space;
2. Providing a mix of unit sizes or number of bedrooms;
3. Including other uses or containing a mixed-use component;
4. Providing off-street parking within one-half mile walking distance of a major transit stop;
5. Providing more than 0.25 off-street parking spaces per sleeping unit;
6. Containing standards for that are more restrictive than those that are required for other types of multifamily residential uses in the same zone; and
7. Receiving a density calculation that exceeds one-quarter or 0.25 of a dwelling unit per sleeping unit.

C. Nothing in this section shall be construed to preclude co-living housing developments from participating in affordable housing incentive programs under RCW 36.70A.540.

D. Co-living housing shall only require a review, notice, or public meeting for co-living housing that is required for other types of residential uses in the same location, unless otherwise required by state law including, but not limited to, shoreline regulations.

E. Co-living housing shall not be used as short-term rental units, rented for a period of less than 30 days.

18.52.020 Number of off-street parking spaces required.

Each principal use of the land, building, or structure shall provide the number of off-street parking spaces required by this section. The following standards are not applicable in the DUC, downtown urban center zone; refer to Chapter [18.29](#) ACC for specific requirements for that zone.

A. Parking Requirements by Land Use.

1. *Minimum Number of Parking Spaces.* Each land use shall provide the minimum number of off-street parking spaces required by Table 18.52.020, except where a greater number of spaces are required through a more specific approval process such as an administrative use permit or conditional use permit approval.
2. *Uses Not Listed.* Where a use is not listed in Table 18.52.020, the planning director shall determine the number of required parking and/or loading spaces. The planning director shall use the requirements in Table 18.52.020 as a guide in determining the number of off-street parking spaces required based on the similarity of uses or may consider a parking generation study.

B. *Maximum Number of Parking Spaces.* Except for required parking spaces for persons with disabilities, spaces provided in park and ride lots operated by a public transit agency, spaces for carpools, spaces for electric vehicle charging and spaces within structured parking with two or more levels, the maximum number of parking spaces for nonresidential uses shall not exceed 125 percent of the minimum spaces required by Table 18.52.020.

C. *Measurement of Floor Area.* In any case where Table 18.52.020 establishes a parking requirement based on floor area in square feet (for example: two spaces per 1,000 square feet (sf) of floor area), the floor area shall be construed to mean gross floor area (defined in ACC [18.04.430](#)).

D. *Use With Accessory Components.* A single use with accessory components shall provide parking for the primary use, and each component. For example, a hotel with a meeting room may be required to provide the parking spaces required by Table 18.52.020 for a hotel (i.e., the guest rooms), and for a meeting room.

E. *Obstruction.* Removal of required parking or loading spaces from practical use by obstruction, erection of buildings, or other actions as to reduce the parking or loading capacity or usefulness thereof below the minimum requirements established in this chapter is prohibited.

F. *Existing Legally Nonconforming Gravel Spaces.* Up to six legally nonconforming gravel parking spaces may be used to meet off-street parking requirement for residential development.

Table 18.52.020. Off-Street Parking Requirements by Land Use

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure): ⁶
Residential Categories		
Single-unit detached dwelling, adult family home, home-based daycares	Dwelling unit	2.00
Middle housing (2 to 6 units)	See Chapter 18.25 ACC for middle housing parking requirements.	
Apartments (7 or more units)	Dwelling unit	0.50
Mobile home dwellings ¹	Dwelling unit	2.00
Assisted living facilities and senior housing	Per unit	0.00
Permanent supportive housing, transitional housing, emergency housing, and emergency shelters	Per unit	0.00
Group living (includes boardinghouse)	4 bedrooms	1.00
Co-living housing⁷	1 Sleeping Unit	0.25
Commercial Categories		

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):⁶
Auto sales and motorcycle, new	1,000 sf of floor area	2.29
Auto sales and motorcycle, used	1,000 sf of floor area	3.08
Daycare centers	Each 10 children in care	2.00
Eating and drinking establishments	1,000 square feet of floor area	8.00
Food retail stores and markets	1,000 square feet of floor area	5.00
Health and fitness clubs	1,000 square feet of floor area	5.00
Hotel or motel	Guest room or rental unit	1.00
Mini-marts and gas stations	1,000 square feet of floor area	5.00
Mortuaries or funeral homes	25 square feet of floor space	0.25
Motor vehicle repair and services	1,000 square feet of floor area	2.50
Personal service shops	1,000 square feet of floor area	2.50
Retail commercial establishments, less than 15,000 square feet of floor area	1,000 square feet of floor area	2.50
Retail commercial establishments, greater than 15,000 square feet of floor area	1,000 square feet of floor area	4.00
Shopping centers	1,000 square feet of floor area	4.00 4
Office Categories		
Business and professional offices	1,000 square feet of floor area	2.00

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):⁶
Medical-dental clinic; urgent care	1,000 square feet of floor area	3.00
Manufacturing Processing and Warehousing Categories <i>(See also ACC 18.52.020(D))</i>		
All manufacturing, industrial, and processing uses, except the following:	1,000 square feet of floor area	1.00
Warehousing	2,000 square feet of floor area	1.00
Storage – Personal storage/mini-storage facilities	1,000 square feet of floor area ²	0.10
Recreation, Education, Public Assembly Categories		
Auditoriums, stadiums, and theaters	25 square feet of floor space	0.25
Commercial recreation facilities – Indoor, except for the following:	1,000 square feet of floor area	5.00
Bowling alleys	Lanes	5.00
Pool and billiard rooms	Table	2.00
Skating rinks	1,000 square feet of floor area	5.00
Commercial recreation facilities – Outdoor	1,000 square feet of usable recreational area	3.00
Hospitals	Bed	1.75
Library, museum	1,000 square feet of floor area	2.50

Land Use Type:	Unit of Measure:	Required Parking Rate (spaces per unit of measure):⁶
Meeting facility, public or private	25 square feet of floor space	0.25
Religious assembly	25 square feet of floor space	0.20
Schools (public and private)		
Preschool schools	Employee ³	1.00
Elementary/middle schools	Teaching station	1.20
Secondary (high) schools	Student	0.40
College or university (including trade and business schools)	Student	0.75
Studios (dance, martial arts, etc.)	1,000 square feet of floor area	5.00
Tennis/racquetball/handball or other sport courts	Court	2.00
	Each 300 sf of floor area for accessory uses	1.00
Recreational uses not listed elsewhere	Same as retail, based on size	

Notes:

1 Within mobile home parks, parking space shall not be allowed within the required setbacks. Guest parking shall be provided within the development: five percent of total requirement.

2 Includes total on-site building square feet.

3 There shall be two visitor-parking stalls provided for each 10 required employee stalls.

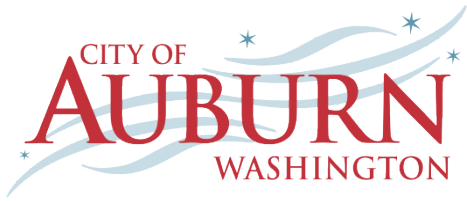
4 Compliance with these standards is not required for a change of use within an existing building.

5 Employee and customer parking only.

6 If the rate ends in .5 and above the number of parking spaces is rounded up to the next full number to provide the total number of parking spaces required.

7 Off-street parking shall not be required within one-half mile walking distance of a major transit stop as defined by RCW 36.70A.535(11)(b)

(Ord. 6977 § 1, 2025; Ord. 6959 § 1 (Exh. A), 2024; Ord. 6419 § 5, 2012; Ord. 6388 § 1, 2011; Ord. 6167 § 4, 2008; Ord. 6140 § 2, 2007; Ord. 6071 § 3, 2007; Ord. 5777 § 1, 2003; Ord. 5556 § 1, 2001; Ord. 5170 § 1, 1998; Ord. 4949 § 1, 1997; Ord. 4304 § 1(40), (41), 1988; Ord. 4229 § 2, 1987.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7006 (Krum)

An Ordinance relating to planning and designating a Planned Action for the 2024 Auburn Downtown Subarea pursuant to the State Environmental Policy Act

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to approve Ordinance No. 7006.)

Department:

Community Development

Attachments:

Ordinance No. 7006, Exhibit A -
Planned Action Area Map,
Exhibit B - Mitigation Measures

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 7006.

Background for Motion:

This Ordinance adopts a Planned Action for the Downtown Subarea, helping to streamline and expedite the land use permit review process for future qualified projects within the downtown area.

Background Summary:

A Planned Action is a strategy for a specific geographic area whose impacts have been addressed through an Environmental Impact Statement (EIS) before the individual development projects are proposed. The City desires to designate a Planned Action for its Downtown Subarea. The 2024 Downtown Subarea Plan and Planned Action EIS identify the impacts and mitigation measures associated with planned development in the Downtown Subarea. This Planned Action will help streamline and expedite land use permit review by relying on the Downtown Subarea Plan, Planned Action EIS, and associated mitigation measures. The EIS analysis of impacts and mitigation measures simplifies or replaces environmental review for subsequent individual development projects. Future projects implemented consistent with the Planned Action will protect the environment, benefit the public, and support economic development. The Planned Action Ordinance implements the Comprehensive Plan and Subarea Plan.

Staff presented the proposed changes to City Council at Study Session on December 8, 2025.

Councilmember: Tracy Taylor

Staff: Jason Krum

ORDINANCE NO. 7006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO PLANNING AND DESIGNATING A PLANNED ACTION FOR THE 2024 AUBURN DOWNTOWN SUBAREA PURSUANT TO THE STATE ENVIRONMENTAL POLICY ACT

WHEREAS, the State Environmental Policy Act (SEPA) (Chapter 43.21C of the Revised Code of Washington (RCW)) and its implementing regulations provide for the integration of environmental review with land use planning and project review through the designation of planned actions by jurisdictions planning under the Growth Management Act (GMA) (Chapter 36.70A RCW), including the City of Auburn; and

WHEREAS, the 2001 Auburn Downtown Plan superseded the 1987 Auburn Downtown Plan and the 1990 Auburn Downtown Design Master Plan; and

WHEREAS, the 2024 Auburn Downtown Subarea Plan was prepared to replace the 2001 Auburn Downtown Plan; and

WHEREAS, a subarea of the City consisting of the Downtown Subarea as depicted on the map attached as Exhibit A and incorporated herein by reference, has been identified as a planned action area for future redevelopment; and

WHEREAS, the City, as the lead SEPA agency, issued the Draft Environmental Impact Statement (DEIS) for the Downtown Subarea Plan and Planned Action on September 25, 2024, and after public participation and coordination with affected parties, issued the Final Environmental Impact Statement (FEIS) on January 22, 2025. The Draft EIS, together with the Final EIS, is referenced herein as the “Planned Action EIS” or “EIS”; and

WHEREAS, the EIS identifies the impacts and mitigation measures associated with planned development in the Study Area; and

WHEREAS, the Downtown Subarea Plan and Planned Action EIS identifies impacts and mitigation measures associated with planned development in the Downtown Subarea; and

WHEREAS, the City desires to designate a Planned Action for its Downtown Subarea, and to mitigate development consistent with procedures and criteria contained in this ordinance; and

WHEREAS, the City has adopted development regulations which will help protect the environment, and

WHEREAS, the City has adopted design standards which will guide the form, bulk, scale, and quality of development; and

WHEREAS, the 2024 Auburn Downtown Subarea Plan guides the allocation of jobs and housing units projected for the Downtown Subarea; and

WHEREAS, the City's Environmental Review Procedures, Auburn City Code (ACC) 16.06.085 provides for Planned Actions with the City; and

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

Section 1. Findings. The City Council finds as follows:

- A. The City is subject to the requirements of the GMA (Chapter 36.70A RCW) and is applying Planned Action to an Urban Growth Area (UGA).
- B. The procedural requirements of Chapter 36.70A RCW have been complied with.

- C. The procedural and substantive requirements of SEPA (Chapter 43.21C RCW) have been complied with.
- D. The City has an adopted Comprehensive Plan complying with the GMA and is replacing the 2001 Auburn Downtown Plan with the 2024 Auburn Downtown Subarea Plan.
- E. An EIS has been prepared for the Planned Action Area and the City Council finds that the EIS adequately identifies and addresses the probable significant environmental impacts associated with the type and amount of development planned to occur in the designated Planned Action Area.
- F. The 2024 Auburn Downtown Subarea Plan and Planned Action EIS, together with adopted City development and environmental regulations, will adequately mitigate significant impacts from development within the Planned Action Area.
- G. The regulation of land and development is subject to the authority and general police power of the City, and the City reserves its powers and authority to appropriately amend, modify, and revise such land use controls in accordance with applicable law.
- H. The 2024 Auburn Downtown Subarea Plan and EIS identify the location, type, and amount of development contemplated by the Planned Action.
- I. Essential public facilities defined in RCW 47.06.140 are excluded from the Planned Action and are not eligible for review or permitting as

Planned Action Projects unless they are an accessory to or part of a project that otherwise qualifies as a planned action.

- J. The Planned Action is located entirely within a UGA and applies to a defined area that is smaller than the overall City boundary.
- K. Public services and facilities are adequate to serve the proposed Planned Action with implementation of the City's adopted Engineering Design Standards and the Comprehensive System Plans.
- L. The City has provided several opportunities for meaningful public involvement in the 2024 Auburn Downtown Subarea Plan and EIS including a community meeting consistent with RCW 43.21C.440, and has considered all comments received, and, as appropriate, has modified the proposal or mitigation measures.
- M. Future projects that are implemented consistent with the Planned Action EIS and mitigation measures will protect the environment, benefit the public, and enhance economic development.

Section 2. Purpose. The purpose of this ordinance is to:

- A. Combine environmental analysis, land use plans, development regulations, and City codes and ordinances together with the mitigation measures in the Planned Action EIS to mitigate environmental impacts and process Planned Action development applications in the Planned Action Area;

- B. Designate the Downtown Subarea, shown in Exhibit A, as a Planned Action Area for purposes of environmental review and permitting of designated Planned Action Projects pursuant to RCW 43.21C.440;
- C. Confirm that the Planned Action EIS meets the requirements of a planned action EIS pursuant to SEPA;
- D. Establish criteria and procedures for the designation of certain projects within the Planned Action Area as Planned Action Projects consistent with RCW 43.21C.440;
- E. Provide clear definition as to what constitutes a Planned Action Project within the Planned Action Area, identify the criteria for Planned Action Project approval, and determine how development project applications that qualify as Planned Action Projects will be processed by the City;
- F. Acknowledge that where the boundary of the Planned Action Area overlaps with other adopted subarea plans, the 2024 Auburn Downtown Subarea Plan and associated development regulations govern;
- G. Streamline and expedite the land use permit review process by relying on the Downtown Subarea Plan and Planned Action EIS; and
- H. Apply the mitigation contained in this Ordinance for the processing of Planned Action Project applications and incorporate the applicable mitigation measures into the underlying project permit conditions in order to address the impacts of future development contemplated by this Ordinance.

**Section 3. Procedures and Criteria for Evaluating and Determining
Planned Action Projects within Planned Action Area.**

- A. **Planned Action Area.** This Planned Action designation shall apply to the area shown in Exhibit A of this Ordinance.
- B. **Environmental Document.** A Planned Action Project determination for a site-specific project application within the Planned Action Area shall be based on the environmental analysis contained in the Planned Action EIS. The mitigation measures contained in Exhibit B of this Ordinance are based upon the findings of the Planned Action EIS and shall, along with adopted City regulations, provide the framework the City will apply appropriate conditions on qualifying Planned Action Projects within the Planned Action Area.
- C. **Planned Action Designated.** Land Uses and activities described in the Planned Action EIS, subject to the standards (thresholds) of Subsection 3.D of this Ordinance and the mitigation measures contained in Exhibit B of this Ordinance, are designated Planned Action Projects pursuant to RCW 43.21C.440. A development application for a site-specific project located within the Planned Action Areas that meets the criteria in Subsection 3.D and 3.E may be designated a Planned Action Project pursuant to the process in Subsection 3.I.
- D. **Planned Action Thresholds/Qualifications.** The following standards shall be used to determine if a site-specific development proposed within the Planned Action Area was contemplated as a Planned Action Project

and has had its environmental impacts evaluated in the Planned Action EIS:

a. Qualifying Land Uses.

i. The following general types of land uses are considered

Planned Actions:

1. Single-unit detached housing and middle housing;
2. Multi-family housing (apartments and co-living housing);
3. Mixed-use (vertical or horizontal);
4. Retail, commercial, office, services;
5. Restaurants and bars;
6. Craft industry/light industrial, small food production;
7. Arts/entertainment (gallery, theater, fine arts studios);
8. Medical offices and hospital;
9. Open space, passive or active parks, trails, recreation;
10. Civic, cultural, government, and utility facilities as identified in the Plan and allowed in the Auburn Zoning Code;
11. Uses allowed in the Zoning Code provided for each implementing district (Chapter 18.29 DUC);

12. Other uses applicable to the 2024 Auburn Downtown Subarea Plan that are similar to uses listed above as determined by the Community Development Director or designee;
 13. Multi-modal transportation improvements consistent with the Comprehensive Transportation Plan and the Planned Action EIS; and
 14. Enlargement or intensification of uses existing at the time the Planned Action Area is approved, so long as such enlargement or intensification complies with the Zoning Code to the extent practical.
- ii. Planned Action Uses: A land use shall qualify as a Planned Action Project land use when:
 1. It is within the Planned Action area as shown in Exhibit A of this Ordinance; and
 2. It is within one or more of the land use categories described above; or
 3. It is a common accessory use or appurtenance to a permitted use.
 - iii. A Planned Action Project may be a single Planned Action land use, or a combination of Planned Action land uses in a mixed-use development.

b. Development Thresholds.

- i. Land Use: The following amount of new various land uses are contemplated by the Planned Action:

Table 1. Comparison of Alternatives.

	Total Acres	Housing Units	Population	Jobs	Total Activity Units (AU)	Activity Units/Acre
Alternative 1 - No Action (2044 Projection)	361	4,257	8,781	6,302	15,083	41.5
Alternative 2 – Moderate Growth (2044 Projection)	361	7,006	14,284	7,698	21,982	58.5
Alternative 3 – Higher Growth (2044 Projection)	361	7,603	15,478	8,185	23,663	62.9

Table 2. Planned Action Development Limits: 2024 – 2044: Preferred Alternative.

	Current (2021)			Preferred Alternative (2044)		
	Jobs	Population	Housing	Jobs	Population	Housing
Revised Downtown Area	4,799	3,708	1,724	8,185	15,478	7,603

Table 3. Net New Development: Preferred Alternative.

	Net Jobs	Net Population	Net Housing
Revised Downtown Area	3,386	11,770	5,879

- ii. Shifting development amounts between land use identified in Subsection 3.D.b.i may be permitted provided the transportation thresholds are not exceeded and the

development impacts identified in the Planned Action EIS are mitigated consistent with Exhibit B.

- iii. Further environmental review may be required pursuant to WAC 197-11-172, if any individual Planned Action Project or combination of Planned Action Projects exceed the development thresholds specified in this Ordinance and/or alter the assumptions and analysis in the Planned Action EIS.

c. Transportation Thresholds.

- i. Level of Service Threshold. The City uses an LOS rating system to evaluate the operations of its roadway system. LOS is a concept used to describe traffic operations from the driver's perspective. LOS ratings are defined by intersection delay in seconds—LOS ranges from LOS A, which signifies no congestion and little delay, to LOS F, which signifies substantial congestion and delay. All intersections currently meet the City's minimum LOS standards. One intersection does not meet the City's minimum LOS standards: C Street NW & 3rd Street NW – LOS F. This intersection is currently identified in the Comprehensive Transportation Plan and 6-Year Transportation Improvement Plan for future mitigation.

- ii. **Concurrency.** All Planned Action Projects shall meet the City's transportation concurrency requirement standards and the level of service thresholds according to the Comprehensive Transportation Plan and Engineering Design Standards. Applicants shall be required to document that the project meets concurrency standards.
- iii. **Impact Fee.** In order to mitigate transportation related impacts, all Planned Action Projects shall pay impact fees, with adjustments made for any applicable credits.
- iv. **Mitigation.** Each Planned Action Project shall provide its proportionate share of transportation capital improvements analyzed in the Planned Action EIS. The City Engineer shall have the discretion to adjust the allocation of responsibility for required improvements between individual Planned Action Projects based on their identified impacts.
- v. **Discretion.** The City Engineer shall have discretion to determine incremental and total trip generation, consistent with Chapter 19.04 ACC for each Planned Action Project proposed under this Planned Action.

E. Elements of the Environment and Degree of Impacts. A Planned Action Project that would result in a significant change in the type or degree of adverse impacts to any element(s) of the environment

analyzed in the Planned Action EIS will not qualify as a Planned Action Project.

F. **Changed Conditions.** Should environmental conditions change significantly from those analyzed in the Planned Action EIS, the City's SEPA Responsible Official or designee may determine that the Planned Action designation is no longer applicable until supplemental environmental review is conducted.

G. **Planned Action Review Criteria.** The City's SEPA Responsible Official or designee may designate projects as "Planned Action Projects", pursuant to RCW 43.21C.030, applications that meet the following conditions:

- a. The proposal is located within the Planned Action Area identified in Exhibit A of this Ordinance.
- b. The proposed uses and activities are consistent with those described in the Planned Action EIS and Subsection 3.D of this Ordinance.
- c. The proposal is within the Planned Action thresholds and other criteria of Subsection 3.D. of this Ordinance.
- d. The proposal is consistent with the Auburn Comprehensive Plan and the 2024 Auburn Downtown Subarea Plan.
- e. The proposal's significant adverse environmental impacts have been identified in the Planned Action EIS.

- f. The project's significant impacts will be mitigated by application of the measures identified in Exhibit B of this Ordinance and other applicable City regulations, together with any conditions, modifications, variances, design review, or special permit that may be required.
- g. The project complies with all applicable local, state, and/or federal laws and regulations, and the SEPA Responsible Official or designee determines that these laws and regulations constitute adequate mitigation.
- h. The project is not an essential public facility as defined by RCW 36.70A.200 unless the essential public facility is an accessory to or part of a development that is designated as a Planned Action Project under this Ordinance.

H. **Effect of Planned Action.** Designation as a Planned Action Project by the City's SEPA Responsible Official or designee means that a qualifying proposal has been reviewed in accordance with this Ordinance and found to be consistent with the development parameters and thresholds established herein and with the environmental analysis contained in the Planned Action EIS.

I. **Planned Action Project Permit Process.** Applications for Planned Action Projects shall be reviewed pursuant to the following process:

- a. Development applications shall meet all applicable requirements of the Auburn Municipal Code and this Ordinance in place at the time of the Planned Action Project application.
- b. Applications for Planned Action Projects shall:
 - i. Be made on forms provided by the City;
 - ii. Include the SEPA checklist in WAC 197-11; and
 - iii. Meet all applicable requirements of the Auburn Municipal Code and this Ordinance.
- c. The City's SEPA Responsible Official or designee shall determine whether the application is complete as provided in Title 14 ACC.
- d. If the application for a project within the Planned Action Area as defined in Exhibit A, then the application will be reviewed to determine if it is consistent with the criteria of this ordinance and thereby qualifies as a Planned Action Project.
- e. The decision of the City's SEPA Responsible Official or designee determining if a project is a Planned Action Project is a Type 1 decision. The City's SEPA Responsible Official or designee shall notify the applicant of their decision in writing to the applicant or project representative, as listed on the application, and federally recognized tribal governments and agencies with jurisdiction over the Planned Action Project pursuant to RCW 43.21C.440.

- f. If the project is determined to qualify as a Planned Action Project, it shall proceed in accordance with the applicable permit review procedures specified in Title 14 ACC, except that no SEPA threshold determination, EIS, or additional SEPA review shall be required.
- g. Notice of application for a Planned Action Project shall be consistent with Title 14 ACC.
- h. If notice is otherwise required for the underlying permit, the notice shall state that the project has qualified as a Planned Action Project. If notice is not otherwise required for the underlying permit, no special notice is required by this Ordinance.
- i. To provide additional certainty about applicable requirements, the City or applicant may request consideration and execution of a development agreement for a Planned Action Project, consistent with RCW 36.70B.170.
- j. If a project is determined to not qualify as a Planned Action Project, the City SEPA Responsible Official or designee shall notify the applicant and prescribe a SEPA review procedure consistent with the City's SEPA regulations and requirements of state law. The notice shall describe the elements of the application that result in failure to qualify as a Planned Action Project.

- k. Projects that fail to qualify as Planned Action Projects may incorporate or otherwise use elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet their SEPA requirements. The City SEPA Responsible Official or designee may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.

Section 4. Monitoring and Review.

- A. The City should monitor the progress of development in the designated Planned Action Area as deemed appropriate to ensure that it is consistent with the assumption of this Ordinance and the Planned Action EIS regarding the type and amount of development and associated impacts, and with the mitigation measures and improvements planned for the Planned Action Area.
- B. This Planned Action Ordinance shall be reviewed no later than eight (8) years from its effective date. The review shall determine the continuing relevance of the Planned Action Area, the impacts of development, and required mitigation measures. Based on this review, the City may propose amendments to this Ordinance or may supplement or revise the Planned Action EIS.

Section 5. Severability. The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision,

section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 6. **Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

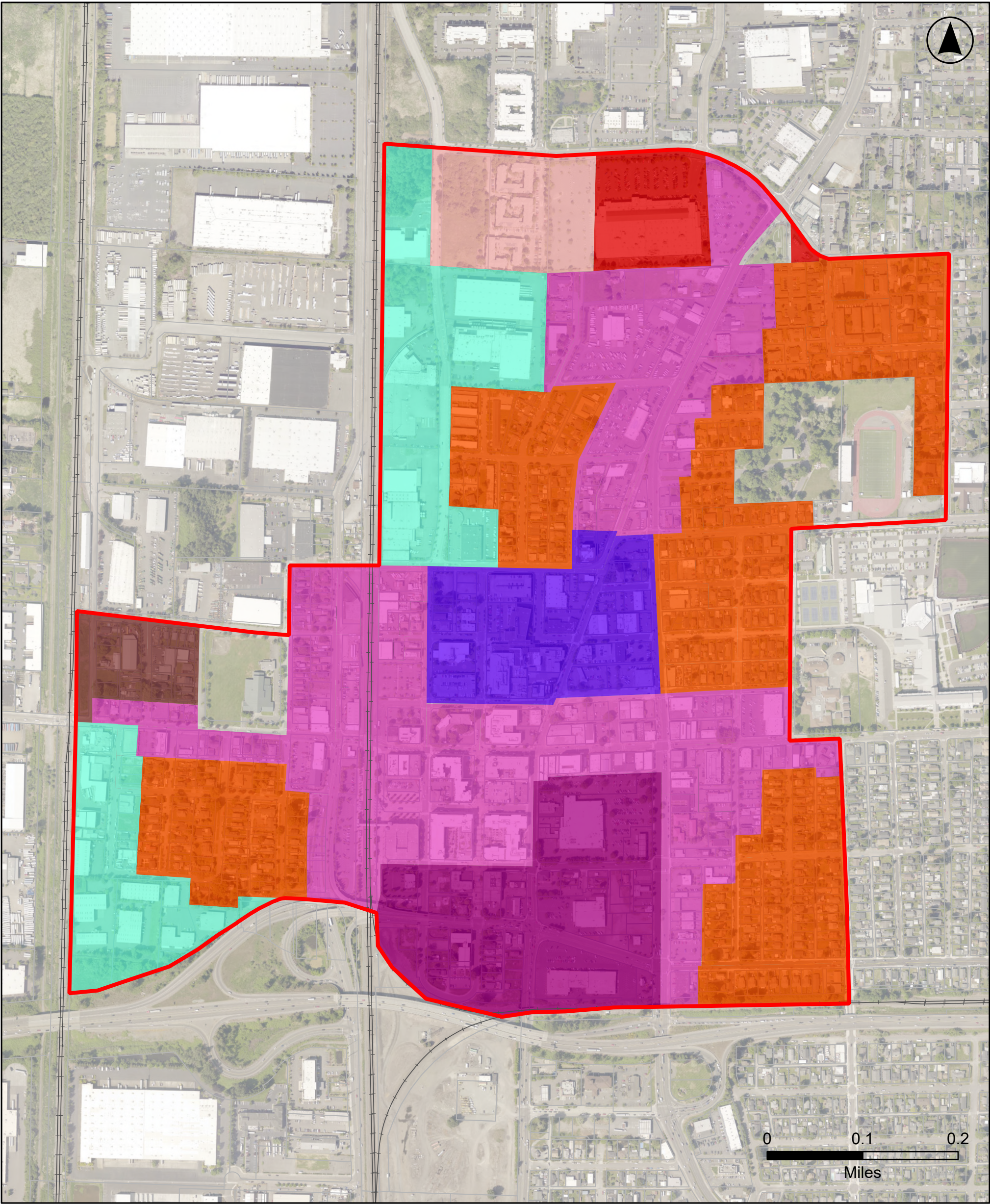
APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

EXHIBIT A: PLANNED ACTION AREA



DOWNTOWN SUBAREA PLAN DISTRICTS

ORD. NO. 7006

- DUC - Core 125
- DUC - Core 75
- DUC - FR Flex-Residential
- DUC - Health & Wellness 125
- DUC - C-2 Heavy Commercial

- DUC - C-1 Light Commercial
- DUC - M-1 Light Industrial
- DUC - NR Neighborhood Residential
- Planned Action Area

Printed On: 10/3/2025

Map ID: 6352

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

Exhibit B Mitigation Measures Ordinance No. 7006

INTRODUCTION AND PURPOSE

The State Environmental Policy Act (SEPA) requires environmental review for a project and non-project proposals that are likely to have adverse impacts to the environment. In order to meet EPA requirements, the City of Auburn issued the Draft Environmental Impact Statement (DEIS) for the Downtown Subarea Plan and Planned Action on September 25, 2024 and the Final Environmental Impact Statement (FEIS) on January 22, 2025. The Draft EIS, together with the Final EIS, is referenced herein as the “EIS”. The EIS has identified significant beneficial and adverse impacts that are anticipated to occur with the future development of the Planned Action area, together with a number of possible measures to mitigate those significant adverse impacts. The purpose of this Mitigation Measures Document is to establish specific mitigation measures to be considered for each Planned Action Project, based upon the significant adverse impacts identified in the EIS. The mitigation measures shall apply to future development proposals which are consistent with the Planned Action scenarios reviewed in the EIS, and which are located within the Planned Action Area (see Exhibit A).

SEPA TERMS

As used in this document, the words “action”, “planned action”, or “proposal” are defined as described below.

“Action” means projects or programs financed, licensed, regulated, conducted or approved by a governmental Agency. “Project actions” involve decisions on a specific project such as a construction or management activity for a defined geographic area. “Non-project” actions involve decisions about policies, plans or programs (see WAC 197-11-704).

“Planned Action” refers to types of project actions that are designated by ordinance for a specific geographic area and addressed in an EIS, in conjunction with a comprehensive plan or subarea plan, a fully contained community, a master planned resort, a master planned development or phased project (see WAC 197-11-164).

“Proposal” means proposed action that may be an action and regulatory decision of an agency, or any action proposed by applicants (see WAC 197-11-784).

GENERAL INTERPRETATION

Where a mitigation measure includes the words “shall” or “will,” inclusion of that measure in project plans is mandatory in order to qualify a project as a Planned Action Project. Where “should” or “would” appear, the mitigation measure may be considered by the project applicant as a source of additional mitigation, as feasible or necessary, to ensure that a project qualifies as a Planned Action.

Unless stated specifically otherwise, mitigation measures that require preparation of plans, conduct of studies, construction of improvements, conduct of maintenance activities, etc., are the responsibility of the applicant or designee to fund and or perform.

MITIGATION

Mitigation measures identified in the EIS are reiterated here for inclusion in proposed projects to mitigate related impacts and to qualify as Planned Action Projects.

Consistency review under the Planned Action, development plan review, and other permit approvals will be required for specific development actions under the Proposed Action pursuant to WAC 197-11-172. Additional project conditions may be imposed on planned action projects based upon the analysis of the proposal in relationship to independent requirements of the City, state or federal requirements or review criteria.

Any applicant for a project within the Planned Action Area may propose alternative mitigation measures, if appropriate or as a result of changed circumstances, in order to allow equivalent substitute mitigation for identified impacts. Such modifications shall be evaluated by the City's SEPA Responsible Official or designee prior to any project approvals by the City.

In combination, regulations applicable to each element of the environment and mitigation measures identified in the EIS and documented in this Mitigation Measures Document that are applied to any planned action proposal will adequately mitigate all significant environmental impacts associated with planned action proposals, except for those impacts that are identified as "significant unavoidable adverse impacts." Mitigation measures are identified in the section below.

POPULATION, EMPLOYMENT, AND HOUSING

1. Planned Action Projects are subject to regulations applied to existing development and uses in the subarea plan including but not limited to proportional compliance intended to allow existing development and progress towards the Subarea Plan vision and zoning intent.

LAND USE AND AESTHETICS

2. Planned Action Projects shall be consistent with Subarea Plan, architectural and site design standards, zoning development standards, subdivisions standards, and the Comprehensive Plan.
3. Planned Action Projects shall be conditioned to be consistent with Inadvertent Human Remains Discovery Language recommended by the State of Washington Department of Archaeology and Historic Preservation as a condition of project approval consistent with RCWs 68.50.645, 27.44.055, and 68.60.055.
4. Planned Action Projects shall demonstrate consistency with crime prevention through environmental design principles through compliance with sub area plan development standards and guidelines.

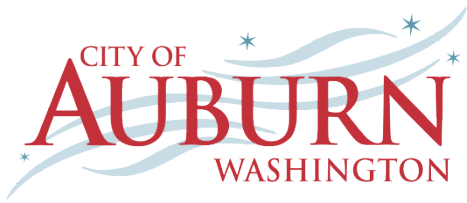
TRANSPORTATION

5. Planned Action Projects shall be consistent with the Engineering Construction Standards, Engineering Design Standards, the Comprehensive Transportation Plan, and any other applicable code provisions.

6. Planned Action Projects shall implement required street frontages consistent with the Subarea Plan, architectural and site design standard, and the Engineering Design Standards.

UTILITIES

7. Planned Action Projects shall be consistent with the Engineering Construction Standards, Engineering Design Standards, the Comprehensive Plan, and any other applicable code provisions.
8. Planned Action Projects shall meet City standards for adequate water and sewer service, pay applicable general facility charges, and incorporate water and sewer infrastructure improvements in street frontage improvements as appropriate.
9. Planned Action Projects shall implement the required current Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW) and City of Auburn Surface Water Management Manual (SWMM), which is the City's supplemental manual to the SWMMWW, for necessary stormwater improvements.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5876 (Gaub)

A Resolution authorizing the Mayor to execute an amendment to the Sewer Franchise Agreement between the City of Auburn and King County to establish a Franchise Compensation Schedule for the City's use and occupation of King County Right-of-Way to install, operate and maintain City sewer facilities

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5876.)

Department:

Public Works

Attachments:

Resolution 5876, Exhibit A

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5876.

Background for Motion:

King County, pursuant to King County Code 6.27.080, imposes franchise compensation amounts to utility franchise agreement holders to use and occupy King County Right-of-Way. This Resolution will authorize the Mayor to execute an amendment to the existing Sewer Franchise Agreement between the City and King County to establish a Franchise Compensation Schedule for the City's sewer facilities that provide service within our utility service boundary but are located outside the City limits.

Background Summary:

The City of Auburn's sanitary sewer service area identifies some small areas within unincorporated King County that contain limited City sanitary sewer facilities or are within our sewer service boundary that are located outside the City limits. For the City to install, operate, and maintain those facilities within King County Right-of-Way (ROW), King County requires the City to hold a Franchise Agreement with the County. The current City sewer Franchise Agreement with the County was executed in 2002 and carries a 25-year term, with an expiration date of September 14, 2027.

Pursuant to King County Code 6.27.080, King County began imposing a compensation amount in 2018 on Franchise Agreements, that is to be paid annually to King County, in exchange for the franchisee's use and occupation of King County ROW. King County is requiring an amendment to the existing franchise to impose the compensation amount on the City's sewer system and establishing the yearly compensation amounts retroactive to 2018. The purpose of this amendment (Exhibit A) is to establish the yearly compensation amounts from 2018 to 2025 and the methods of which said compensation is to be determined in future years, so long as the City continues to use and occupy King County ROW for the purposes of installing, operating, and maintaining City sewer facilities. This

amendment only updates the franchise compensation amounts. All the other terms of the agreement remain the same as they were. A future amendment to extend the franchise term will be presented to Council prior to the expiration date of the Franchise Agreement date of September 14, 2027.

Resolution No. 5876 authorizes the Mayor to execute an amendment to the sewer Franchise Agreement between the City of Auburn and King County to establish a Franchise Compensation Schedule for the City's use and occupation of King County Right-of-Way to install, operate, and maintain City sewer facilities.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5876

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SEWER FRANCHISE AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY TO ESTABLISH A FRANCHISE COMPENSATION SCHEDULE FOR THE CITY'S USE AND OCCUPATION OF KING COUNTY RIGHT-OF-WAY TO INSTALL, OPERATE AND MAINTAIN CITY SEWER FACILITIES

WHEREAS, in September 2002, King County granted the City of Auburn a twenty-five year sewer franchise (King County Franchise No. 14458) to install, operate, and maintain sewer mains, service lines and appurtenances in, over, along, and under county roads; and

WHEREAS, in January 2014, through King County Franchise Amendment Ordinance No. 17701 and City of Auburn Resolution No. 5027, the Sewer Franchise Agreement was amended to update the franchise service area to be consistent with the then approved 2010 Comprehensive Sewer Plan; and

WHEREAS, pursuant to chapter 6.27 of the King County Code (KCC), King County has the authority to charge annual franchise compensation, retroactive to 2018, to utility franchise agreement holders for the right to use and occupy King County right-of-way; and

WHEREAS, King County is exercising its authority to charge Franchise Compensation as defined in KCC 6.27.080, requiring an amendment to the franchise agreement; and

WHEREAS, King County and the city agreed on the basis and methods for calculating the yearly Franchise Compensation; and

WHEREAS, it is in the public interest for the city to agree to the amended terms of the sewer franchise agreement.

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

Section 1. That the Mayor is hereby authorized to execute an Agreement between the City and King County to amend the sewer franchise between the parties, which amendment shall be in substantial conformity with the amendment attached hereto as Exhibit A and incorporated herein by this reference.

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

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

Dated and Signed this _____ day of _____, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

EXHIBIT A

**King County Franchise #: 14458
Amended by # 17701**

Second Amendment to the Franchise Agreement

WHEREAS, King County, a political subdivision of the State of Washington, entered into a Franchise Agreement with City of Auburn, a municipal corporation of the State of Washington, as Franchisee, covering the Franchise Area fully described in the Franchise Agreement No. 14458, the effective date of which was September 16th, 2002; and

WHEREAS, Franchise Agreement No. 14458, was subsequently amended to revise the Franchise Area fully described in the Franchise Amendment No. 17701, the effective date of which was January 21, 2014.

WHEREAS, the Franchise Agreement grants King County the right to impose Franchise Compensation in exchange for Franchisee's use of the King County Right-of-Way (ROW);

WHEREAS, pursuant to chapter 6.27 of the King County Code, the County has the authority to charge Franchise Compensation; and

WHEREAS, subject to the terms and conditions described below and contained in the Franchise Agreement, King County is exercising its authority to charge Franchise Compensation as defined in KCC 6.27.080 and Public Rule RPM 9-2.

NOW THEREFORE:

1. In exchange for the right to use and occupy the County ROW to place its Facilities, Franchisee shall pay the County compensation in the nature of rent as provided in KCC 6.27.080 in the amounts described below. The County shall provide Franchisee an invoice for compensation, which shall be due and payable to King County Finance within thirty (30) days of the date of the invoice, as identified on the invoice. Payment may be made either electronically or via US Mail to King County Facilities Management Div.- RES Finance, 401 5th Ave., Suite 930, Seattle, WA 98104. Franchise compensation shall be adjusted annually based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer December through December Price Index for All Urban Consumers for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding year. If franchise compensation is not received by the County by the due date, interest shall be charged from that date until such time that payment is received at the maximum rate permitted under Washington State law, compounded daily.
2. Franchise compensation may be treated as an external cost which may be passed through by Franchisee to customers and itemized on monthly billing statements. Therefore, the Parties agree that any recovery itemized on customer's bills shall be referred to as "King County ROW Franchise" or language substantially similar thereto.

3. The Parties have negotiated and agreed that Franchisee shall pay the County an additional \$4,351.00 in Franchise Compensation with the first invoice following the Effective Date, in exchange for use and occupation of the ROW between 2018 through 2024. Table showing compensation for each year follows:

Year	Franchise Compensation
2018	\$539
2019	\$566
2020	\$594
2021	\$604
2022	\$632
2023	\$688
2024	\$728
2025	\$748

4. During each fifth (5th) year throughout the term of this Franchise (including any extension thereof), beginning on the year the first invoice is issued, Franchise compensation will be re-evaluated. The purpose of the re-evaluation is to capture changes in the Franchise Area or changes in the assessed land values of parcels adjacent to the ROW. By January 30th of each 5th year, Franchisee shall notify the County of any changes to its Franchise Area and shall provide the County whatever information is needed to reflect such changes, including but not limited to a GIS compatible map and/or a legal description.
5. No acceptance of any payment made pursuant to this Amendment shall be construed as an accord by the County that the amount paid is in fact the correct amount, nor shall any acceptance of payments be construed as a release of any claim the County may have for further or additional sums payable or for the performance of any other obligation of Franchisee.
6. Franchisee shall provide and maintain fire suppression water facilities, equipment and services throughout its Franchise Area in accordance with KCC 6.27.060. Fire suppression water facilities, equipment and services shall be considered part of Franchisee's Facilities and shall be provided at no cost to the County. However, costs incurred by Franchisee for fire suppression water facilities and services shall be credited against the franchise compensation amount.

IN WITNESS WHEREOF, Grantee and Grantor have caused this Amendment to be executed effective as of the date the last party signs below, ("Effective Date").

Grantee:
CITY OF AUBURN

By: _____

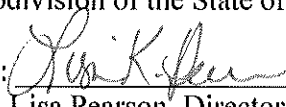
Name: _____

Title: _____

Date: _____

Grantor:
KING COUNTY

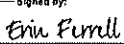
a home rule charter county and political
subdivision of the State of Washington

By:  _____

Lisa Pearson, Director
Facilities Management Division

Date: 10.29.2025

APPROVED AS TO FORM ONLY:

By:  _____
Erin Ferrell, King County
Senior Deputy Prosecuting Attorney

Date: 10/29/2025

GRANTOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

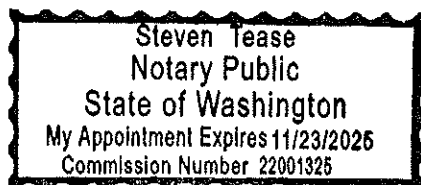
State of Washington)

County of King)

I certify that Lisa Pearson signed this instrument, on oath stated that she was authorized by the King County Executive to execute the instrument and acknowledged her as the Director of the Facilities Management Division of the Department of Executive Services of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29 day of October, 2025.



A handwritten signature in black ink, appearing to read "Steven Tease", written over a horizontal line.

NOTARY PUBLIC

STEVEN TEASE

(printed name)

in and for the State of Washington
residing at SEATTLE.

My appointment expires 11/23/2025

GRANTEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington)

County of King)

On _____, 2025, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

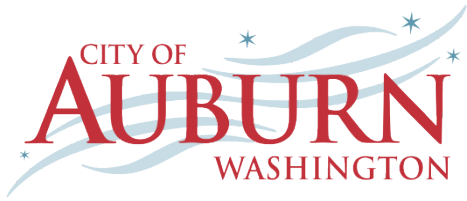
GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2025.

NOTARY PUBLIC

(printed name)

in and for the State of Washington
residing at _____.

My appointment expires _____.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5877 (Krueger)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County for the 2026-2031 Parks Property Tax Levy allocation

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5877.)

Department:

Parks, Arts & Recreation

Attachments:

Resolution No. 5877, 2026 -
2031 Parks Levy - Auburn -
signatures - 11.24.2025[1]

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5877.

Background for Motion:

In August 2025 King County voters approved renewal of the King County Parks Levy for another six years starting in January 2026; replacing the existing levy which expires at the end of 2025. This Resolution would authorize the Mayor to sign the agreement with King County to accept these levy funds.

Background Summary:

In the previous Levy (2020-2025), the City received approximately \$369,000.00 per year and was eligible to apply for various King County Park competitive grants funded by the levy. With the 2026-2031 Levy funds, it is estimated that the City of Auburn will receive approximately \$934,000.00 per year for the next six years for Park Improvements. One of the main differences in this new levy is that competitive grants for capital projects are no longer available; rather, those levy funds have been reallocated to cities to be used for any Park Improvement Projects the City deems necessary, rather than being decided by the King County Grant Committees.

Councilmember: Tracy Taylor

Staff: Julie Krueger

RESOLUTION NO. 5877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY FOR THE 2026-2031 PARKS PROPERTY TAX LEVY ALLOCATION

WHEREAS, the King County Council approved Ordinance 19922 in April 2025 authorizing the placement of a property tax levy to finance King County parks operations and maintenance, park property acquisition, and park property and trail improvements, including distribution of funding to cities within King County for said purposes, in the amount of \$0.2329 per \$1,000 of assessed value, with escalators as outlined in said Ordinance 19922; and,

WHEREAS, on August 5, 2025, King County Voters approved ballot measure Proposition 1 to renew the King County Parks Levy for another six years starting January 1, 2026; and,

WHEREAS, King County requires each city in King County to approve and sign a Parks Property Tax Levy Agreement, the approval of which authorizes King County to distribute property tax levy funding to the City of Auburn and obligates the City to make specific annual reports to King County regarding the use of said property tax levy funds; and,

WHEREAS, the estimated distribution to the City of Auburn in 2026 is \$934,963.00, which will be deposited into the Parks Construction Fund (Fund No. 321). This estimated distribution is based on forecasting and factors such as actual levy collection, changes in assessed home values, population changes, etc. will adjust this estimate. A similar

distribution will take place annually through 2031; the City is estimated to receive \$5,609,780 in direct pass-through funding over the entire levy.

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

Section 1. The Mayor is authorized to execute an Agreement between the City and King County, which agreement will be in substantial conformity with the agreement attached hereto.

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & CITY OF AUBURN

This Parks Property Tax Levy Agreement (“Agreement”) is made and entered by and between KING COUNTY, a political subdivision of the state of Washington (the “County”) and the City of Auburn, a State of Washington municipal corporation (“CITY”). The County and the City are singularly referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

- A. The County owns and operates a system of regional and local parks and trails that consists of thirty-two thousand (32,000) acres of parklands and more than one hundred eighty-five (185) miles of regional trails. In addition, the County provides regional trails, regional recreational facilities, regional natural areas, regional parks, and local parks in unincorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban, unincorporated areas as these areas incorporate or annex to cities.
- C. On April 29, 2025, the King County Council adopted Ordinance 19922 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 5, 2025, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.2329 per one thousand dollars of assessed valuation in the first year and limiting annual levy increases by the King County inflation plus population index published by the King County office of economic and financial analysis, or the chapter 84.55 RCW limitation, whichever is greater in years two through six for the purpose of maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in King County by acquiring lands and continuing to develop and support parks, recreation facilities, and regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns and cities in King County; funding environmental education, maintenance and conservation programs at the Woodland Park Zoo; funding environmental education, maintenance and conservation programs at the Seattle Aquarium; funding development, maintenance, and programming for Seattle's Waterfront park; funding environmental and climate stewardship and education at Pacific Science Center; funding a capital project at Memorial Stadium; and funding capital improvements at public pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - A. “Annual Report” shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2027 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY’S Share, along with a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2026 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
 - B. “CITY” shall mean the City of Auburn, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - C. “CITY Parks System” shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
 - D. “City and Park District Proceeds” shall mean ten percent (10%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 19922 Sections 5A-I, and any interest earnings on these funds.
 - E. “CITY Projects” shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 19922.
 - F. “CITY’S Share” shall mean the CITY’s proportionate share of the City and Park District Proceeds as authorized by Ordinance 19922 Section 5C and 5I, subject to County Council appropriation.
 - G. “County” shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - H. “County Council” shall mean the County Council of King County, State of Washington.
 - I. “County Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 5, 2025 and replaced a levy expiring at the end of 2025.

- J. “County Levy Proceeds” shall mean the principal amount of the County Levy collected by the County.
 - K. “Executive” shall mean the King County Executive or their functional successor.
 - L. “Existing funds” shall have the meaning, as defined by RCW 84.55.050.
- 2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2031 (the “Termination Date”).
 - 3. Receipt of County Levy Proceeds.
 - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 19922, subject to County Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 - 1. Payment Schedule. Beginning in 2026 and through 2031, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the City and Park District Proceeds actually collected and appropriated by King County.
 - 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City and Park District Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 19922.
 - 4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
 - 5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 19922. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
 - 6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall

be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.

7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: Julie Krueger, Director, Parks, Arts and Recreation

City Name: City of Auburn

Mailing Address: 25 W Main St.

City, State, Zip Code: Auburn, WA 98001

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
- A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other

provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

- B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution (“ADR”) procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by the mutual agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and the mediator’s recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.
- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party’s right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference

and such captions in no way define or limit the scope or intent of any provision of this Agreement.

- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each completed capital project funded with County Levy Proceeds, the CITY shall install a permanent sign at a common access point of the park facility's premises that shall include the following language: **This project was funded (or as applicable, funded in part) with proceeds from the voter-approved King County Parks Levy in August 2025 under an Agreement with King County parks and Recreation Division.** If the CITY has not installed its own sign the City shall install a sign provided by the County.
- K. Reporting. The CITY should report major milestones, such as groundbreakings and opening dates, thirty (30) calendar days prior to such milestone to King County Parks and the King County councilmember who represents the CITY's County Council district. The CITY can mail or deliver reports to both King County Parks and the current King County Council councilmember at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-6500
Seattle, WA 98104
wjimenez@kingcounty.gov
kcparks.legalnotices@kingcounty.gov

Councilmember(s): Pete von Reichbauer
In care of King County Council Clerk
Room 1200
516 3rd Avenue
Seattle, WA 98104
clerk.council@kingcounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

KING COUNTY, a Washington municipal
corporation

CITY OF AUBURN, a Washington municipal
corporation

By _____

By _____

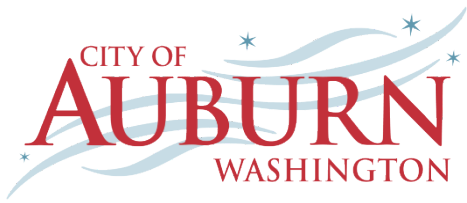
Its _____

Its _____

Date _____

Date _____

By authority of Ordinance No. 19922



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5879 (Whalen)

A Resolution authorizing the Mayor to execute a Lease Agreement with the We Care Daily Clinics, LLC for space located at the Auburn Resource Center

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5879.)

Department:

Legal

Attachments:

Resolution No. 5879, Exhibit A -
Lease

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5879.

Background for Motion:

The primary purpose of the Auburn Resource Center is to provide a “one-stop shop” by bringing various social service providers to a single location, making it easier for individuals to access the services they need. Executing this lease with We Care Daily Clinics aligns with and supports that purpose.

Background Summary:

Operating as a Neighborhood Clinic at the Auburn Resource Center (ARC) since 2021, We Care provides behavioral health counseling through peer support services, telehealth and employment counseling. Their mission to serve those in need among the Auburn Community aligns with the ARC’s primary purpose of providing a “one-stop shop” for social services.

We Care’s original sublease expired on October 31, 2025. Since that time, they have continued to occupy their space on a month-to-month basis as a holdover tenant.

Executing a new long-term triple net lease with the City will ensure continued support for individuals utilizing services at the Neighborhood Clinic, while also reducing the City’s budgetary impact by shifting building and common area charges associated with their space to We Care.

We Care Daily Clinic, LLC is owned and fully funded by the Muckleshoot Indian Tribe.

Councilmember: Kate Baldwin

Staff: Jason Whalen

RESOLUTION NO. 5879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A LEASE AGREEMENT WITH THE WE CARE
DAILY CLINICS, LLC FOR SPACE LOCATED AT THE
AUBURN RESOURCE CENTER

WHEREAS, the City of Auburn previously leased space in the building located at
2802-2826 Auburn Way North; and

WHEREAS, We Care Daily Clinics, LLC (“We Care”) subleased a portion of the
City’s leasehold from the City of Auburn within the building; and

WHEREAS, on December 31, 2024, the City of Auburn purchased the building and
began rebranding it as the “Auburn Resource Center”; and

WHEREAS, We Care’s Neighborhood Clinic provides behavioral health
counseling through peer support services, telehealth and employment services, which
aligns with the Auburn Resource Center’s primary purpose of offering a “one-stop shop”
approach to social services; and

WHEREAS, We Care’s sublease expired on October 31, 2025, and We Care is
currently occupying the space under the sublease’s holdover provision; and

WHEREAS, in recognition of the public services We Care provides to those in need
throughout the Auburn community, and its alignment with the Auburn Resource Center’s
mission, the parties wish to execute a long-term lease under terms acceptable to both
parties.

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

Section 1. The Mayor is authorized to execute a lease agreement which is in substantial conformity to that attached as Exhibit A.

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 this 15th day of December, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Exhibit A

AUBURN RESOURCE CENTER LEASE

**CITY OF AUBURN, WASHINGTON,
a Washington municipal corporation,**

as LANDLORD

and

**WE CARE DAILY CLINICS, LLC
a Washington limited liability company**

as TENANT

Suite(s) 2820

I. RECITALS:

1. The City of Auburn (the “Landlord”) is the owner of real property legally described in **Exhibit A** (the “Property”). The Property is a commercial strip-center demised into multiple suites.
2. The primary purpose of the Property is to provide a “One Stop Shop” approach for providing social services to those in need, focusing primarily on Auburn residents.
3. We Care Daily Clinics, LLC (“Tenant”) operates a “Neighborhood Clinic” providing behavioral health counseling through peer support services, telehealth counseling and employment counseling.
4. Tenant was originally a subtenant of Landlord’s. With the original sublease agreement expiring on 10/31/25, the parties wish to negotiate a new lease set to commence on the Commencement Date.
5. In recognition of the public service the Tenant provides to those in need throughout the Auburn community, the Landlord and Tenant agree to the terms and conditions provided for in this lease.
6. This lease is ratified by the Auburn City Council through the passage of Resolution ____.

II. SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (the “Summary”) is hereby incorporated by reference into and made a part of the attached Lease. Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any initially capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

	<u>TERMS OF LEASE</u> (References are to the Lease)	<u>DESCRIPTION</u>
1.	Lease Date:	
2.	Landlord:	CITY OF AUBURN, a Washington municipal corporation
3.	Address of Landlord:	

		City of Auburn 25 W Main Auburn, WA, 98001 Attention: Josh Arndt		
4.	Tenant:	We Care Daily Clinics, a Washington limited liability company		
5.	Address of Tenant:	2820 Auburn Way North, Auburn, WA 98002		
6.	Premises (Article 1):			
6.1	Premises:	Suite 2820 consisting of approximately 1,873 square feet of Rentable Area located in the Building, and two (2) dedicated parking spaces together depicted in <u>Exhibit B</u> attached, plus additional storage space located in the rear of the Building.		
6.2	Building:	The “Building” is a single-story commercial building with 27,859 rentable square feet, located at 2802 – 2826 Auburn Way North, Auburn, WA 98002.		
7.	Term (Article 2):			
7.1	Initial Term:	Thirty-six (36) months		
7.2	Commencement Date:	January 1, 2026.		
7.3	Expiration Date:	December 31, 2028.		
8.	Base Rent (Article 3):			
<u>Months of Lease Term</u>		<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rental Rate per Square Foot of Rentable Area of the Premises</u>
1-12 (Jan-Dec 2026)		\$35,400.00	\$2,950.00	N/A

13-24 (Jan-Dec 2027)	\$36,462.00	\$3,038.50	N/A
25-36 (Jan-Dec 2028)	\$37,555.86	\$3,129.66	N/A
9.	Security Deposit (Article 4):	\$0	
10.	Tenant's Share (Section 6.1) of Operating Expenses, and Utilities Costs (Article 6):	6.72% (the Premises is 1,873 square feet of Rentable Area within the Building's 27,859 square feet of Rentable Area). 9.85% of water/sewer meter #104827-000 maintenance. <i>* Suites 2822 & 2824 submetered. Tenant share of remaining meter usage = 11.96% (1,873/15,661)</i>	
10.1	Tenant's Operating Expenses and Utility Costs at commencement of this Lease. (Section 6.3.3)	\$5.47 per square foot (subject to change) \$854.55 per month (estimate, subject to change)	
11.	Tenant's Reserved Parking Stalls (Section 21.16)	The non-handicapped parking stalls depicted as "AFB Reserved Parking" in <u>Exhibit B</u>	

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III. LEASE AGREEMENT

THIS LEASE, made and entered this _____ day of _____, by and between the **CITY OF AUBURN**, a Washington municipal corporation, (“Landlord”), and **WE CARE DAILY CLINICS**, a Washington limited liability company (“Tenant”). For and in consideration of the rental and of the covenants and agreements set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant the premises described for the Lease Term, subject to all of the terms, covenants and agreements set forth.

ARTICLE 1: PREMISES

1.1. Grant of Premises. Landlord leases to Tenant those certain premises described in Section 6.1 of the Summary (the “Premises”), which Premises are located in the single-story building described in Section 6.2 of the Summary (the “Building”). Landlord and Tenant confirm and stipulate that the number of square feet of “Rentable Area” contained in the Premises initially leased by Tenant pursuant to this Lease (i) is as set forth in Section 6.1 of the Summary, (ii) have been calculated in accordance with Landlord’s standard rentable area measurement standards used for the Building (currently the Building Owners and Managers Association Standard for the measurement of commercial office space (ANSI/BOMA Z65.1 2010-Method A)), and (iii) is not subject to remeasurement, adjustment or modification, and accordingly, there shall be no modification or adjustment of the Base Rent, Tenant’s Share of Operating Expenses or Utilities Costs (if any), the Tenant Improvement Allowance (if any) or any other dollar amounts set forth in this Lease which are based upon any such square footage amounts. The Building and the surface parking areas located adjacent to the Building (the “Surface Parking Areas”), any outside plaza areas, land and other improvements surrounding the Building, the Common Areas, as defined below, and the land upon which any of the foregoing are situated are sometimes collectively referred to herein as the “Real Property.” The legal description of land comprising the Real Property is attached hereto as **Exhibit A**. A floor plan showing the size and location of the Premises within the Building is attached hereto as **Exhibit B**. Tenant’s use and occupancy of the Premises shall include the use, in common with others, of those portions of the Real Property which are designated by Landlord for use in common by Tenant and any other tenants of the Building (the “Common Areas”), but excluding therefrom and reserving unto Landlord the exterior faces of all exterior walls, the roof and the right to install, use and maintain where necessary in the Premises all pipes, ductwork, conduits and utility lines through hung ceiling space, partitions, beneath the floor or through other parts of the Premises; provided such installation, use and maintenance do not unreasonably and substantially interfere with the use and occupancy of the Premises by Tenant or unreasonably diminish Tenant’s access to the Premises. Landlord reserves the right to affect such other tenancies in the Building as Landlord may elect in its sole business judgment. Landlord also reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Common Areas, provided that, in connection therewith, Landlord shall at all times use commercially reasonable efforts to minimize interference with the conduct of Tenant’s business at the Premises, including providing Tenant with advance notice of 48 hours whenever Landlord may reasonably provide such notice.

1.2. Condition of Premises. Tenant shall occupy the Premises in its current “AS IS” condition without any obligation on Landlord’s part to construct or pay for any tenant improvement or refurbishment work in the Premises, and Tenant shall be solely responsible, at its sole cost and expense, for constructing any and all alterations and refurbishment work for the Premises pursuant to, and in accordance with, the provisions of Article 9 below.

1.3. Storage Area. Tenant acknowledges that the leased Premises include a designated storage area located at the rear of the Building (the “Storage Area”), which is leased solely for storage purposes. Tenant shall not convert, improve, or use the Storage Area for any purpose other than storage without the prior written consent of Landlord. In the event Tenant converts or uses the Storage Area for any other purpose, whether with or without Landlord’s consent, the then-current annual Base Rent shall automatically increase by ten percent (10%) to reflect such alternate use, effective as of the date such conversion or alternate use first occurs.

ARTICLE 2: TERM

2.1 Initial Term. The “Initial Term” of this Lease shall be as described in Section 7.1 of the Summary and shall commence on the date (“Commencement Date”) described in Section 7.2 of the Summary, and shall terminate on the date (the “Expiration Date”) described in Section 7.3 of the Summary, unless this Lease is sooner terminated as hereinafter provided. The Initial Term and any Extension Options that may exist or be executed are collectively defined as the “Term”.

2.2 Extension Option(s). Provided that Tenant faithfully performs all terms and conditions of this Lease, Tenant shall have the option to extend the then-current Term for up to two (2) consecutive additional periods of three (3) years each (each, an “Extension Option”). Each Extension Option may be exercised only by written notice in accordance with Section 2.3 below and shall commence immediately following the expiration of the prior Term without interruption or delay. Upon the proper and timely exercise of an Extension Option, the Term shall be extended for the applicable Extension Period on the same terms and conditions contained herein, except as otherwise agreed in writing by the Parties.

2.3 Exercise of Option. Tenant may exercise an Extension Option only in the following manner:

(i) **Interest Notice:** Tenant shall deliver written notice to Landlord (the “Interest Notice”) not less than three (3) months and not more than six (6) months prior to the expiration of the then-current Term, stating Tenant’s intent to exercise the applicable Extension Option.

(ii) **Negotiation of Terms:** Following Landlord’s receipt of the Interest Notice, the Parties shall engage in good faith negotiations, using commercially reasonable efforts, to determine the Base Rent and any other terms to apply during the upcoming Extension Term, as further described in Section 2.4 below.

(iii) **Exercise Notice:** If the Parties reach agreement on Base Rent and all other negotiated terms at least thirty (30) days prior to the Expiration Date, Tenant shall deliver written notice to Landlord (the “Exercise Notice”) no later than ten (10) calendar days prior to the Expiration Date, confirming Tenant’s election to extend the Lease and setting forth the agreed-upon Base Rent and other applicable terms. The Exercise Notice shall constitute a binding and irrevocable acceptance by Tenant of Landlord’s offer to extend the Lease upon those agreed terms.

(iv) **Failure to Exercise:** If Tenant fails to timely deliver either the Interest Notice or the Exercise Notice, or if the Parties are unable to agree upon Base Rent or other material terms at least thirty (30) days prior to the Expiration Date, the applicable Extension Option shall automatically terminate, and the Lease shall expire as originally scheduled, with all remaining Extension Options deemed waived.

ARTICLE 3: **RENT**

3.1 Base Rent. Tenant agrees to pay Landlord, promptly when due, without notice or demand and without deduction or offset of any amount for any reason whatsoever, the annual amounts outlined in Section 8 of the Summary, which shall be payable in the monthly installment amounts outlined in Section 8 of the Summary (the “Base Rent”). Said monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the Initial Term, except that the Base Rent for the first (1st) full calendar month of the Initial Term shall be paid at the time of Tenant’s execution of this Lease. If the Initial Term commences or expires on a day other than the first (1st) day of a calendar month, Tenant shall pay to Landlord on the first (1st) day of the Initial Term, or on the first (1st) day of the month in which the Initial Term expires, the prorated portion of the monthly installment of Base Rent payable for such month calculated based upon the actual number of days in such month. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

3.2 Leasehold Excise Tax, RCW 82.29A. In addition to the Base Rent, Tenant will be assessed a statutory leasehold excise tax of 12.84%. The leasehold excise tax will be assessed upon the monthly installment of Base Rent and remitted as part of Tenant’s Additional Rent.

3.3 Option Rent and Other Negotiated Terms. For each Extension Term, the Base Rent and any other negotiated terms shall be as mutually agreed upon by the Parties during the negotiation period described in Section 2.3. Notwithstanding the foregoing, in no event shall the Base Rent for any Extension Term be less than the Base Rent payable during the final year of the immediately preceding Term. If the Parties are unable to reach agreement on Base Rent or any other negotiated terms within the timeframe specified in Section 2.3, the applicable Extension Option shall automatically terminate, and the Lease shall expire on its scheduled Expiration Date.

All other terms and conditions of this Lease shall remain in full force and effect during any Extension Term, except as expressly modified in writing by mutual agreement of the Parties.

3.4 Place of Payment. Base Rent, Tenant's Share of Operating Expenses and Utilities Costs (as such terms are defined in Sections 6.1 and 6.2 below which may also be referred to as "Additional Rent") and all other sums or charges required by this Lease to be paid by Tenant to Landlord, all of which are sometimes collectively referred to as "Rent," shall be paid at the office of Landlord as set described below:

**City of Auburn
Attn: Finance Department
25 W Main
Auburn, WA 98001**

or at such other place as Landlord may from time to time designate.

ARTICLE 4: **PERMITTED USES**

4.1. Permitted Uses. Tenant is permitted to use the Premises as a Neighborhood Clinic and Recovery Café which services more specifically may include:

- (I) Peer support services to intake clients to We Care Daily Clinics MAT treatment
- (II) Transportation between We Care Daily Clinics service locations
- (III) Counseling Services:
 - a. In person recovery counseling
 - b. Telehealth counseling
 - c. Employment counseling
- (IV) Job readiness community clothing bank
- (V) Other services consistent with Landlord's "One Stop Shop" approach to providing social services to the Auburn community (with Landlord's written approval)

4.2. Use Limitations & Liability. Tenant agrees not to maintain in or around the Premises any activity or instrumentality dangerous to life or limb or to permit any objectionable noise or odor to escape or be emitted from the Premises or to permit anything to be done upon the Premises that would tend to create a nuisance or to disturb any other tenants of the Building. Tenant shall also keep the Premises and the areas of the Building around the Premises in a clean, neat, and orderly fashion. Tenant shall also be fully liable for any expense and damages to the Building, Property, guests thereof, or business interruption to other tenants of the Building resulting from Tenant's personal property on the Premises or Real Property.

Tenant is also expressly prohibited from administering medication treatment or needle exchange on the Premises without Landlord's consent which may be withheld at the Landlord's sole and absolute discretion.

4.3 Hours of Operation, Supervision & Security. Tenant warrants that it shall maintain regular business hours (“Open Hours”) for its customers between 9:00 a.m. and 6:00 p.m. Pacific Standard Time (PST), Monday through Friday, excluding any federally recognized holidays. Tenant further warrants that, except in cases of employee illness, vacation, or other reasonable and temporary circumstances beyond Tenant’s control, a minimum of two (2) peer counselor or other staff members and one (1) security staff shall be present and working at the Premises during all Open Hours.

ARTICLE 5:

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Tenant, at its sole cost and expense, shall comply with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, “Legal Requirements”). Except as permitted under Tenant’s Permitted Uses, the Premises shall not be used as a place of public accommodation under the Americans with Disabilities Act or similar state statutes or local ordinances or any regulations promulgated thereunder, all as may be amended from time to time. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by legal requirements related to Tenant’s specific use or occupation of the Premises. Except as permitted under Tenant’s Permitted Uses, Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant’s insurance. If any increase in the cost of any insurance on the Premises, Building or the Real Property is caused by Tenant’s use or occupation of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord as Additional Rent.

ARTICLE 6

OPERATING EXPENSES & UTILITY COSTS

6.1 Tenant’s Obligations. In addition to the Base Rent, Tenant shall pay to Landlord (i) Tenant’s Share of Operating Expenses, and (ii) Tenant’s Share of Utilities Costs (as defined below), which Operating Expenses and Utility Costs are incurred by Landlord on account of the ownership, operation and maintenance of the Building and Real Property during such Expense Year. An amount equal to one-twelfth (1/12) of the total Estimated Expenses, Taxes and Utilities outlined in the Estimate Statement, shall be paid in monthly installments to Landlord, together with the monthly Base Rent installments. For purposes hereof, “Tenant’s Share” shall mean the percentage outlined in Summary Section 10 which was calculated by dividing the Rentable Area of the Premises outlined in Summary Section 6.1, by the total Rentable Area within the Building outlined in Section 10 of the Summary. Landlord reserves the right, in its sole discretion, to increase or decrease from time to time the total Rentable Area of the Building based upon Landlord’s standard rentable area measurement standards used for the Building.

6.2 Definitions.

6.2.1. Base Year. *Intentionally Omitted.*

6.2.2. “Expense Year” shall mean each calendar year during the Term (or partial calendar year if the Term commences or ends on other than the first (1st) or last day of a calendar year).

6.2.3. “Operating Expenses”. For the purposes of this Lease, with the exception of Utilities Costs (defined below) and costs charged directly to a specific tenant by Landlord, Operating Expenses are intended to be inclusive of all costs, including reasonable wages paid to staff of the Landlord, because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Building and the Real Property.

If Landlord replaces any of the categories of items listed in Sections 6.2.3.1 to 6.2.3.6 for which the cost of the replacement is not deductible as an expense in the year incurred according to generally accepted accounting principles (“GAAP”), Landlord shall amortize the cost of such replacement over its useful life, as reasonably determined by Landlord, and Tenant shall only be obligated to reimburse Landlord each year for Tenant’s Share of such amortized cost. Landlord has no obligation to amortize repairs or maintenance items relating to the Major Items that are deductible in the year incurred in accordance with GAAP, and all such repair and maintenance costs shall be payable by Tenant to Landlord as Operating Expenses in the year incurred. Operating Expenses may include, but shall not be limited to, the following:

6.2.3.1. The cost of all insurance carried by Landlord in connection with the Building as reasonably determined by Landlord, or Washington Cities Insurance Authority (“WCIA”) which may include without limitation, fire and extended coverage, property damage, liability insurance and of any other insurance maintained by Landlord which insurance shall cover the use and operation of the Building, Common Areas, and/or Real Property, and which is customarily carried by landlords of comparable buildings in the area or is reasonably deemed prudent by Landlord or WCIA.

6.2.3.2. All costs and expenses of repairing, operating, and maintaining the heating, ventilating, and air conditioning (“HVAC”) system serving the Building, including the cost of all utilities required for its operation, as well as periodic preventive maintenance—such as quarterly inspections, filter replacements, and routine cleaning of blower assemblies and return and supply air grilles—shall be included as part of the Building’s Operating Expenses, regardless of whether the HVAC system serves common areas or a single tenant exclusively.

All costs and expenses incurred in making alterations or additions to the HVAC system as necessary to comply with applicable Laws shall likewise be included as Operating Expenses; provided, however, that if any such alteration or addition is required solely for the HVAC system serving a single tenant exclusively, such cost and expense shall not be considered an Operating Expense and shall be the sole responsibility of the benefiting tenant.

Notwithstanding the foregoing, any costs or expenses arising from repairs, service calls, replacements, or other maintenance required as a result of the use, misuse, or neglect of an HVAC system serving a single tenant exclusively shall not be considered Operating Expenses and shall be the sole responsibility of the benefiting tenant.

6.2.3.3. The costs of capital improvements and structural repairs and replacements made in or to the Building (i) in order to conform to changes subsequent to completion of the original construction of the Building in any applicable Laws (herein “Required Capital Improvements”), (ii) that are designed primarily to reduce Operating Expenses or to reduce the rate of increase in Operating Expenses (“Cost Savings Improvements”) and/or (iii) which are Conservation Costs (as defined below) and/or which are otherwise required in order for Landlord to operate the Building in a first-class manner (“Additional Capital Improvements”). The expenditures for Required Capital Improvements, Cost Savings Improvements and Additional Capital Improvements shall be reimbursed to Landlord in equal installments over such period as reasonably determined by Landlord, together with interest on the balance of the unreimbursed expenditure at a rate reasonably determined by Landlord; provided, however, the amount to be reimbursed for any Cost Savings Improvements shall be limited in any year to the estimated reduction or estimated savings in Operating Expenses as a result thereof.

6.2.3.4. All costs and expenses incurred by Landlord in providing standard services to all tenants of the Building, including management and/or incentive fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Building and Real Property. Any costs or expenses incurred by Landlord in providing standard services to benefit less than all tenants of the Building or the Landlord directly are not Operating Expenses.

6.2.3.5. All costs and expenses incurred by Landlord in operating, managing, repairing and maintaining the Building and Real Property, including all sums expended in connection with the Common Areas for general maintenance and repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services, window washing, sidewalks, curbs and Building signs, sprinkler systems, planting and landscaping, lighting, maintenance and repair of landscape sprinkler systems, lighting systems, emergency back-up utility systems, storm drainage systems and any other utility systems, personnel to implement such services and to police the Common Areas, rental of machinery and equipment used in such maintenance and services, police and fire protection services, trash removal services, all costs and expenses pertaining to snow and ice removal, security systems, premiums for workers’ compensation insurance, wages, withholding taxes, social security taxes, fees for required licenses and permits, supplies, charges for management of the Building and Common Areas, and the costs and expenses of complying with, or participating in, conservation, recycling, sustainability, energy efficiency, waste reduction or other programs or practices implemented or enacted from time to time at the Building and/or Real Property, including, without limitation, in connection with any LEED (Leadership in Energy and Environmental Design) rating or compliance system or program, including that currently coordinated through the U.S. Green Building Council or Energy Star rating and/or compliance system or program (collectively, “Conservation Costs”). Costs and expenses incurred by Landlord in operating, managing, repairing and maintaining the Building and Real Property which are incurred exclusively for the benefit of specific tenants of the Building will be billed accordingly and will not be included within Operating Expenses.

6.2.3.6. The cost of parking area operation servicing the Building, including repair, restoration, and maintenance.

6.2.4. “Utility Costs” shall mean all actual charges for utilities for the Building and the Real Property which Landlord shall pay during any Expense Year, including, but not limited to, the costs of water, sewer, gas and electricity, and the costs of heat, ventilation, air conditioning and other utilities (but excluding those charges for which tenants directly reimburse Landlord or otherwise pay directly to the utility company) as well as related fees, assessments, measurement meters, and devices and surcharges. Utility Costs shall include any costs of utilities that are allocated to the Real Property under any declaration, restrictive covenant, or other instrument pertaining to the sharing of costs by the Real Property or any portion thereof, including any covenants, conditions, or restrictions now or hereafter recorded against or affecting the Real Property.

6.3. Calculating and Payment of Operating Expenses & Utility Costs.

6.3.1. Calculation of Variance. If for any Expense Year ending or commencing within the Lease Term, (i) Tenant’s Share of Operating Expenses for such Expense Year varies from the amounts contained in the Estimated Statement, and (ii) Tenant’s Share of Utilities Costs for such Expense Year varies from the amounts contained in the Estimated Statement (the “Variance”), then Tenant shall pay the Variance as additional Rent to Landlord, or Landlord shall apply the Variance for the benefit of the Tenant in the manner outlined in Section 6.3.2, below.

6.3.2. Statement of Actual Operating Expenses & Utilities Costs and Payment by Tenant. Landlord shall endeavor to give to Tenant on or before the first (1st) day of April following the end of each Expense Year, a statement (the “Statement”) which shall state the actual Operating Expenses and Utilities Costs incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Variance. Within thirty (30) days after Tenant’s receipt of the Statement for each Expense Year during the Lease Term, Tenant shall pay to Landlord the full amount of the Variance underpayment for such Expense Year pursuant to Section 6.3.1 above. If any Statement reflects that the amount paid by Tenant to Landlord for such Expense Year is greater than the actual amount due for such Expense Year, then Landlord shall, at Landlord’s option, either (i) remit such Variance overpayment to Tenant within thirty (30) days after such applicable Statement is delivered to Tenant, or (ii) credit such Variance overpayment toward the additional Rent next due and payable to Tenant under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 6. Even though the Lease Term has expired and Tenant has vacated the Premises, if the Statement for the Expense Year in which this Lease terminates reflects that Tenant’s payment to Landlord of Variance for such Expense Year was greater than or less than the actual amount paid for such last Expense Year, then within thirty (30) days after Landlord’s delivery of such Statement to Tenant, Landlord shall refund to Tenant any such Variance overpayment, or Tenant shall pay to Landlord any such Variance underpayment, as the case may be. The provisions of this Section 6.3.2 shall survive the expiration or earlier termination of the Lease.

6.3.3. Statement of Estimated Operating Expenses & Utility Costs. Landlord shall endeavor, but not warrant to give Tenant a yearly expense estimate statement (the “Estimate Statement”) by January 1st of each year which shall set forth Landlord’s reasonable estimate (the “Estimate”) of the Tenant’s Share for the forthcoming Expense Year of (i) the total amount of Operating Expenses allocated to the tenants of the Building pursuant to Section 6.2.3 above, and

(ii) the total amount of Utility Costs allocated to the tenants of the Building pursuant to Section 6.2.4 above, and Tenant's Share of such Operating Expenses and Utility Costs for the then-current Expense Year shall be payable as additional Rent (the "Estimated Expenses and Utilities"). The Estimate Statement for the Premises at the time of commencement is described in Summary Section 10.1. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Expenses, and Utilities under this Article 6. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Expenses, Taxes and Utilities set forth in the previous Estimate Statement delivered by Landlord to Tenant.

ARTICLE 7: UTILITIES

7.1 Utilities. Tenant has fully investigated the utility services available at the Premises and accepts them in their present condition. Tenant shall pay all separately metered utility charges directly. If any utilities are not separately metered, Tenant shall reimburse Landlord for Tenant's pro-rata share of the cost of such utilities, as Landlord shall reasonably determine, within thirty (30) days following receipt of an invoice.

7.2 Separate Metering. Notwithstanding the foregoing provisions of this Section 7 to the contrary, Landlord shall have the right to cause some or all of the electricity, water and/or other utilities to be separately metered for the Premises (after giving Tenant at least thirty (30) days advance notice of its intent to do so), and Tenant shall pay for the cost of all such utilities so separately metered, or which are billed directly to Tenant, within ten (10) days after Tenant's receipt of Landlord's invoice, in which event Utility Costs for the Expense Year shall be equitably reduced to exclude all such utilities provided to the Premises and to the other premises of the Building leased to other tenants in the Building. In the event that a portion of the Building is leased to a third party, Landlord shall use commercially reasonable efforts to cause all utilities (including electricity, water and natural gas, to the extent possible and customary) to be separately metered for the Premises.

7.3 Utility Service Availability; Interruption of Services. Tenant may operate any HVAC/furnace and lighting serving the Premises during all hours Tenant conducts business in the Premises. Tenant agrees that Landlord shall not be liable for any damage, loss or expense incurred by Tenant by reason of any interruption or failure of utilities and services not caused by Landlord. Landlord may, with notice to Tenant (advance notice of 48 hours whenever Landlord may reasonably provide such notice), or without notice in case of emergency, shut off or discontinue utilities and services when such actions are necessary to make repairs or alterations. No such action shall be construed as an eviction or disturbance of possession by Landlord nor relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of revenue, profits, or business product or productivity, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as described in this Article 7.

ARTICLE 8: **MAINTENANCE & REPAIRS**

8.1. Tenant's Responsibilities. Tenant, at its sole cost and expense, shall maintain the Premises and keep the same in good order, condition, and repair, including, without limitation, all improvements, fixtures, window coverings, exterior glass fronts and windows, furnishings, systems, and equipment (including, without limitation, plumbing fixtures and equipment such as dishwashers, garbage disposals, and both supplemental and regular HVAC systems serving the Premises exclusively), as well as the floor coverings and the concrete slab foundation of the Building on which the Premises is located.

Upon the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in good condition, meaning that all equipment and systems shall be in proper working order and all fixtures and coverings shall be intact, ordinary wear and tear excepted. Tenant shall also be responsible for providing and paying for all janitorial services and supplies necessary to properly maintain the Premises.

Except for damage covered under Section 12, if Tenant fails to make or commence the required repairs or replacements within ten (10) calendar days after receiving a written "Repair or Replace Notice" from Landlord, Landlord shall have the right, but not the obligation, to enter the Premises and make such repairs or replacements. In such event, Tenant shall reimburse Landlord, as Additional Rent, for the total cost of such work, including all taxes, fees, and other costs incurred by Landlord, plus an administrative and management fee equal to ten percent (10%) of the total cost.

Landlord shall also have the right to enter the Premises at all reasonable times to make any repairs, alterations, improvements, or additions to the Premises, the Building, or any equipment located therein, as Landlord deems necessary or desirable, or as may be required by any governmental or quasi-governmental authority, court order, or decree. Tenant hereby waives and releases any right to make repairs at Landlord's expense under any applicable Laws.

8.2. Landlord's Responsibilities. Landlord shall, at its sole cost and expense (except as otherwise provided in this Lease), maintain, repair, and replace the Building and its structural components in a good, clean, and safe condition, consistent with the standards of comparable buildings of similar class in the Auburn, Washington area. Landlord's maintenance, repair, and replacement obligations shall include, without limitation, the roof, foundation, exterior walls (excluding exterior glass portions located within the Premises, which shall be maintained by Tenant), interior structural walls, and all structural components of the Building. Landlord shall also be responsible for periodic preventive maintenance of the Building's HVAC systems (including, by way of example, quarterly inspections, filter replacements, and routine cleaning of blower assemblies and return and supply air grilles), as well as for the maintenance, repair, and replacement of all Building systems—mechanical, electrical, and plumbing—up to the point of connection to the Premises (expressly excluding any systems, components, or equipment located within or serving only the Premises, except as otherwise provided in Section 8.1).

If at any time during the Term such maintenance, repairs, or replacements are required, Landlord shall perform them promptly following notice from Tenant, and shall do so in a manner that does not unreasonably interfere with Tenant's operations within the Premises. If Landlord fails

to commence such required work within fifteen (15) calendar days after receiving written notice from Tenant, Tenant shall have the right, but not the obligation, to perform such repairs on Landlord's behalf, and Landlord shall reimburse Tenant for the reasonable and documented costs thereof within thirty (30) days after receipt of written demand and supporting documentation.

ARTICLE 9: **TENANT IMPROVEMENTS, ALTERATIONS, & ADDITIONS**

9.1. Landlord's Consent Required. Tenant may make alterations and/or improvements to the Premises both prior to and after the Commencement Date, provided however that all improvements and alterations shall i) be subject to the requirements and obligations outlined in **Exhibit D**, and ii) approved by Landlord through written consent. Landlord shall have 30 calendar days from delivery by Tenant of all design drawings associated with the alterations or improvements to provide their written consent, which shall not be unreasonably withheld. If no notice of disapproval is given to Tenant by 5:00pm on the thirtieth day calendar day, consent will be deemed given. In no event, however, shall Tenant alter the exterior of the Premises, except as provided in this Section 9, or Section 21.17, or make any change or alteration which would impair the structural soundness of the Building. Upon obtaining such consent, Tenant shall cause the work to be done promptly and in good and workmanlike manner and in accordance with the plans and specifications submitted to, and approved by, Landlord. Landlord's consent notwithstanding, all work shall be performed in accordance with all applicable Laws and permits and as expressly provided in **Exhibit D** where such alterations, additions and improvements are defined to be Tenant Improvements. All work performed and materials supplied shall be performed or supplied only by contractors approved by Landlord, and Landlord shall have the right to grant such approval conditionally or to withdraw the same at any time. Landlord's approval thereunder shall create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with all Laws regarding the alterations.

9.2. Wi-Fi Network. If Tenant desires to install a wireless intranet, internet or any data or communications network in the Premises (collectively, "Wi-Fi Network"), Tenant shall use such Wi-Fi Network so as not to cause any interference to other tenants in the Building or Real Property or with any other tenant's communication equipment, and not to damage the Building or Real Property or interfere with the normal operation of the Building or Real Property. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, costs, damages, expenses and liabilities (including attorneys' fees) (collectively, the "Claims") arising out of Tenant's failure to comply with the provisions of this Section 9.2, except to the extent the Claims are caused by the gross negligence or willful misconduct of Landlord and are not insured or required to be insured by Tenant under this Lease. Should any interference occur, Tenant shall take all necessary steps as soon as reasonably possible, but no later than three (3) calendar days following such occurrence, to correct such interference. If such interference continues after such three (3) day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant acknowledges that Landlord has granted and/or may grant telecommunication rights to other tenants and occupants of the Building or Real Property and to telecommunication service providers, and in no event shall

Landlord be liable to Tenant for any interference to the Wi-Fi Network. Landlord makes no representation that the Wi-Fi Network shall be able to receive or transmit communication signals without interference or disturbance.

Tenant shall (i) promptly pay any tax, license or permit fees charged pursuant to any Laws in connection with the installation, maintenance or use of the Wi-Fi Network and comply with all precautions and safeguards recommended by all governmental authorities, (ii) pay for all necessary repairs, replacements to or maintenance of the Wi-Fi Network, and (iii) be responsible for any modifications, additions or repairs to the Building or Real Property, including without limitation, Building or Real Property systems or infrastructure, which are required by reason of the installation, operation or removal of Tenant's Wi-Fi Network. Should Landlord be required to retain professionals to research any interference issues that may arise and confirm Tenant's compliance with the terms of this Section 9.2, Tenant shall reimburse Landlord within 20 days after the date which Landlord submits to Tenant an invoice for the costs incurred by Landlord in connection with Landlord's retention of such professionals, the research of such interference issues and confirmation of Tenant's compliance with the terms of this Section 9.2. All invoices shall include a 10% administration and management fee in addition to any actual costs incurred by Landlord. This reimbursement obligation is in addition to, and not in lieu of, any rights or remedies Landlord may have in the event of a breach or default by Tenant under this Lease.

9.3. Surrender at End of Term. Any alterations, additions and improvements made by Tenant on the Premises, excepting Tenant's trade fixtures, shall immediately become the property of Landlord and remain upon, and be surrendered with, the Premises at the expiration or earlier termination of the Lease, unless prior to the expiration or earlier termination of the Lease Landlord provides written notice to Tenant to remove the same. In such case, Tenant shall remove the same on or before the expiration of the Lease and repair any damage resulting from such removal. Upon the expiration of the Lease, or any sooner termination, Tenant shall remove all of its personal property and any cabling and wiring (including cabling and wiring associated with the Wi-Fi Network) from the Premises and repair all damage resulting from such removal; provided, however, if prior to the expiration or earlier termination of the Lease Landlord provides written notice to Tenant to surrender the cabling and wiring with the Premises upon the expiration or earlier termination of the Lease, Tenant shall not remove such cabling and wiring. If Tenant fails to complete any such removal work and/or to repair any damage caused by such removal work pursuant to the foregoing, Landlord may do so and charge the cost thereof to Tenant (together with a 10% administration/management fee), and Tenant shall reimburse Landlord for such costs within thirty (30) days after receipt of such invoice.

9.4. Manner of Construction. Landlord may impose certain requirements upon Tenant as a condition of its consent to any alterations, additions or repairs of the Premises ("Alterations"). Such requirements may include, but not be limited to, the requirement for Tenant to utilize only contractors, subcontractors, materials, mechanics and materialmen (or any combination thereof) approved by Landlord (in Landlord's sole discretion). As part of Landlord's approval (if granted), Landlord may also require Tenant to remove such Alterations upon the expiration or any early termination of the Lease. Removal of said Alterations, if required shall be done at Tenant's expense. If Landlord's consent is silent on the subject of removal, the Tenant shall not need to remove the Alteration. Tenant shall construct such Alterations and perform such repairs in a good

and workmanlike manner, in conformance with all applicable Laws and required permits. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "**Base Building**" shall include the structural portions of the Building, and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. In the course of constructing, repairing, or maintaining any such Alterations, Tenant shall not unreasonably obstruct access to the Building or any portion thereof, by any other tenant of the Building, or unreasonably obstruct the business of Landlord or other tenants in the Building. In addition to Tenant's obligations under Article 9 of this Lease, Tenant shall deliver to the Landlord a reproducible copy of the "as built" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

9.5. Payment for Work. Tenant shall pay all costs of any such Alterations or work promptly to avoid the assertion of any mechanic's or materialman's lien. Tenant shall discharge, by bonding, payment or other means, any mechanic's lien filed against the Premises, the Building or the Real Property within thirty (30) days after the receipt of notice thereof and shall promptly inform Landlord of any such notice. If the lien is not discharged within said thirty (30) day period, Landlord shall have the right, but not the obligation, to discharge said lien by payment, bonding or otherwise, and the costs and expenses to Landlord of obtaining such discharge shall be paid to Landlord by Tenant on demand as additional Rent.

9.6. Tenant Acknowledgement. Tenant acknowledges that in performing any improvements or alterations to the Premises, Tenant is not acting as the agent of Landlord and that no labor, professional services, materials, or equipment for the improvement of the Premises or Real Property are being furnished at the insistence of Landlord.

9.7. Construction Insurance. In addition to the requirements of Article 10 of this Lease, prior to the commencement of any Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's Risk" and any other insurance as Landlord may reasonably require covering the construction of the Alterations in an amount approved by Landlord. Tenant shall further be responsible for insuring said Alterations upon completion thereof pursuant to Article 10 of this Lease. Tenant's contractors and subcontractors shall also be required to carry Commercial General Liability Insurance in an amount approved by Landlord and otherwise subject to the requirements of Article 10 of this Lease. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of said Alterations and naming Landlord as a co-obligee.

ARTICLE 10: **INSURANCE**

10.1. Insurance Term. The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to the Property which may arise from or in connection with the Tenant, its employees, customers, guests, or volunteers' operation and use of the Premises.

10.2. No Limitation. Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

10.3. Tenant's Minimum Scope of Insurance. The Tenant shall obtain insurance of the types and coverage described in sections 10.3.1, 10.3.2, and 10.3.5 below:

10.3.1. Commercial General Liability. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability as well as claims of bodily injury, personal injury, and property damage on a per location basis. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

10.3.2. Commercial Property Insurance. Commercial Property Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise, alterations and improvements and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "Tenant Improvements," as that term is defined in the Tenant Work Letter, and any other improvements which exist in the Premises as of the Commencement Date (excluding the Base Building) (the "Original Improvements"), and (iii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

10.3.3. Worker's Compensation. Worker's Compensation and Employers Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.3.4. Loss of Income. Loss of income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of loss of access to the Premises or to the Building as a result of such perils.

10.3.5. Commercial Auto Liability. Such insurance shall cover liability arising out of owned, hired and non-owned autos. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the current edition of the ISO form. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability insurance obtained by Tenant.

10.4. Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

Commercial General Liability	\$2,000,000 each occurrence \$2,000,000 general aggregate
Bodily Injury and Bodily Injury and Property Damage Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate No coinsurance provision
Personal Injury Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate 0% Insured participation
Commercial Auto Liability	\$1,000,000 each accident for bodily injury and property damage
Property Insurance	Written to cover the full value of Tenant's property and improvements with no coinsurance provisions

10.5. Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.3.1 – 10.3.5 of this Lease; (iii) be issued by an insurance company having a rating of not less than A:VII in Best's Insurance Guide and licensed to do business in the State of Washington; (iv) be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord; (vii) contain a cross-liability endorsement or severability of interest clause reasonably acceptable to Landlord; and (viii) with respect to the insurance and amounts required in Section 10.4 above, Tenant's deductible amounts shall not exceed \$25,000.00. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Commencement Date and at least twenty (20) days before the expiration dates thereof. Further, Landlord shall have the right, from time to time, to request copies of policies of Tenant's insurance required hereunder, which Tenant shall thereafter provide within ten (10) business days. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates of insurance, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) business days after delivery to Tenant of bills therefor.

10.6. Waiver of Subrogation. Tenant agrees to waive rights of subrogation which any insurer of Tenant may acquire from Tenant by virtue of the payment of any loss. Tenant agrees to

obtain any endorsement that may be necessary to affect this waiver of subrogation. The General Liability and Workers' Compensation policies shall be endorsed with a waiver of subrogation in favor of the Landlord for all work performed by the Tenant, its employees, agents, volunteers, contractors, and subcontractors.

10.7. Failure of Tenant to Maintain Insurance. Tenant's failure to maintain the insurances required shall constitute a material breach of this Lease, upon which the Landlord may, after giving Tenant five (5) business days' notice to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Landlord as additional Rent.

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

10.9. Landlord's Property Insurance. Landlord shall purchase and maintain during the term of the Lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

ARTICLE 11: INDEMNITY

11.1. Tenant Indemnification & Waiver. Except to the extent caused by the negligence or willful misconduct of Landlord, Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, Building, or Property from any cause whatsoever (including, but not limited to, any personal injuries resulting from a slip and fall in, upon or about the Premises, Building, or Property) and agrees that Landlord, its officers, officials, employees, volunteers, and agents (collectively, "Landlord Parties") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. Tenant shall further defend, indemnify, and hold harmless Landlord Parties 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 Tenant's use or occupation of the Premises, Building, or Property, or from the conduct of Tenant's business, or any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, Building, or Property, unless such claims, suits, actions, or liabilities are due to the negligence or willful misconduct of Landlord. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, unless such suit is caused by the negligence or willful misconduct of the Landlord, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as reasonable appraisers', accountants' and attorneys' fees.

11.2. Indemnification of Other Tenants. Tenant shall indemnify and save harmless all other tenants of the Building from any loss or damage caused to the Building owing to the leakage or escape of water, gas or other substances from any pipes, machinery, or equipment installed by Tenant within the Building.

11.3. Landlord Indemnification & Waiver. Except to the extent caused by the negligence and willful misconduct of Tenant, Landlord shall indemnify, defend, protect, and hold harmless Tenant, its partners, and their respective officers, agents, servants, employees, and independent contractors (collectively, "Tenant Parties") from any and all loss, cost, damage, expense and liability (including, without limitation, reasonable attorneys' fees) arising from the negligence or willful misconduct of Landlord in, on or about the Building or Real Property.

11.4. Limitation of Liability. Except in the event of negligence or willful misconduct of Landlord, Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises caused by, or resulting from, fire, steam, electricity, gas or water, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building. In no event shall Landlord be liable for consequential damages.

11.5. Waiver. Notwithstanding anything to the contrary set forth in this Lease, either party's agreement to indemnify the other party as set forth in this Section 11 shall be ineffective to the extent the matters for which such party agreed to indemnify the other party are covered by insurance required to be carried by the non-indemnifying party pursuant to this Lease. Further, Tenant's agreement to indemnify Landlord and Landlord's agreement to indemnify Tenant pursuant to this Section 11 is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried pursuant to the provisions of this Lease, to the extent such policies cover, or if carried, would have covered the matters, subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. Tenant hereby agrees that it shall not assert any industrial insurance immunity rights pursuant to Title 51 RCW (as the same may be amended, substituted or replaced) if such assertion would be inconsistent with or otherwise impair Landlord's right to indemnification under this Section 11, and, accordingly, hereby waives all such industrial insurance immunity rights. The foregoing waiver of industrial insurance immunity rights was specifically negotiated by Landlord and Tenant and is solely for the benefit of the Landlord and Tenant, and their successors and assigns, under the Lease, and is not intended as a waiver of Tenant's rights of immunity under such industrial insurance for any other purposes. If and only to the extent RCW 4.24.115 is deemed to apply to all or any part of this Lease then the indemnities set forth in this Lease shall be limited such that: (i) Tenant is not indemnifying Landlord for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the sole negligence of Landlord or its agents or employees; and (ii) any indemnity against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from, the concurrent negligence of (A) Landlord or its agents or employees, and (B) Tenant or its

agents, employees, or volunteers, is valid and enforceable only to the extent permitted under RCW 4.24.115. The parties hereby acknowledge that the foregoing waiver was mutually negotiated by the parties. The provisions of this Section 11 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

ARTICLE 12: **DAMAGE, DESTRUCTION & BUSINESS INTERRUPTIONS**

12.1. Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas of the Building serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 12, restore the structural components of the Premises and such Common Areas. Such restoration shall be to substantially the same condition of the structural components of the Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other Laws with respect to the Property and/or the Building, or any other modifications to the Common Areas deemed desirable by Landlord. Upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3 and 10.4 above pertaining to all tenant improvements and fixtures in the Premises (but not Tenant's personal property), and Landlord shall repair any damage to the tenant improvements installed in the Premises and shall return such tenant improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. Notwithstanding anything to the contrary herein, in no event shall Landlord be obligated to repair or restore any specialized or dedicated equipment serving Tenant, such as any cabling, wiring, supplemental utility system or telephone system or Wi-Fi Network. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided, however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant a proportionate abatement of Base Rent and Tenant's Share of Operating Expenses and Utility Costs, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied and used by Tenant as a result thereof.

12.2. Landlord's Option to Repair. Notwithstanding anything to the contrary in Section 12.1, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing ("Notice of Termination Pursuant to

Lease Section 12.2”) of such termination within sixty (60) days after Landlord becomes aware of such damage. Landlord may only elect to issue a Notice of Termination Pursuant to Lease Section 12.2 if the Building was damaged by fire or other casualty or cause, and one of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date of such damage (when such repairs are made without the payment of overtime or other premiums); or (ii) Landlord’s insurance policies do not fully cover the damage; or (iii) the damage or destruction to the Premises or the Building occurs during the last 24 months of Tenant’s then existing Term. Any such Notice of Termination Pursuant to Lease Section 12.2 shall include a termination date providing Tenant up to ninety (90) days to vacate the Premises. If the Premises or the Building is destroyed or damaged to any substantial extent during the last 24 months of Tenant’s existing Term, then notwithstanding anything contained in this Article 12, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after Landlord becomes aware of such damage. In such event, this Lease shall cease and terminate as of the date of such notice. Upon any such termination of the Lease pursuant to this Section 12.2, Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be discharged from all further obligations under this Lease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Lease.

12.3. Waiver of Statutory Provisions. The provisions of this Lease, including this Article 12, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, any or part of the Premises, the Building or any other portion of the Real Property, and any statute or regulation of the state in which the Building is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Real Property.

ARTICLE 13: COVENANT AGAINST LIENS

Tenant shall keep the Building and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys’ fees) arising out of same or in connection with. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional Rent under this Lease payable within ten (10) days following demand and does not limit or restrict Landlord from seeking other remedies available under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act that shall subject Landlord’s title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract.

ARTICLE 14:
ASSIGNMENT & SUBLETTING

14.1. Transfers. Tenant shall not (a) voluntarily or by operation of law, assign, encumber or transfer any of Tenant's interest in this Lease; and (b) without the prior written consent of Landlord, voluntarily or by operation of law, sublet or license any part of Tenant's interest in this Lease or in the Premises or permit any part of the Premises to be used or occupied by any person other than Tenant, its employees, customers and others having lawful business with Tenant (all of the foregoing under this subsection (b) are hereinafter sometimes referred to collectively as "Transfers" and any person or entity to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include: (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Premises to be transferred (the "Subject Space"); (iii) all of the terms of the proposed Transfer and the consideration thereof, including a calculation of the Profit Rental (as defined below), in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer; and (iv) for all other Transferees current financial statements pertaining to the proposed Transferee certified by an officer (if the Transferee is a non-profit corporation the financial statements may be limited to IRS Form 990 most recently filed by the Transferee with the IRS and its current bank and brokerage statements), partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require.

14.2. Landlord's Consent. Upon due consideration of the Permitted Uses, Landlord shall not unreasonably withhold its consent to any proposed Transfer on the terms specified in the Transfer Notice. The parties agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent: (i) in Landlord's sole judgment, the Transferee is of a character or reputation or engaged in business which is consistent with, or complimentary to the Landlord's other tenants; (ii) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease; (iii) in Landlord's judgment, the Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space; (iv) in Landlord's judgment, on the date consent is requested the Transferee does not appear able to sustainably continue its operations even with financial or other assistance to be provided to it by the Tenant; (v) the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease; (vi) the terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); or (vii) either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (A) occupies space in the Building at the time of the request for consent

(B) is negotiating with Landlord to lease space in the Building at such time, or (C) has negotiated with Landlord during the twelve (12) month period immediately preceding the Transfer Notice.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2, Tenant may, within six (6) months after Landlord's consent, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 above, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (1) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (2) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14. Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a suit for contract damages (other than damages for injury to, or interference with, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed Transferee.

14.3. Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in a form reasonably acceptable to Landlord and (iv) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. In the event that Tenant subleases all or any portion of the Premises in accordance with the terms of this Article 14, Tenant shall cause such subtenant to carry and maintain the same insurance coverage terms and limits as are required of Tenant, in accordance with the terms of Article 10 of this Lease.

14.4. Occurrence of Default. Any Transfer shall be subordinate and subject to the provisions of this Lease, and if this Lease is terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease after the expiration of any applicable notice and cure period, Landlord is hereby irrevocably authorized to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any Transfer the Transferee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of Rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a

release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

ARTICLE 15: TENANTS DEFAULT

15.1. Definition. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

15.1.1. Any failure by Tenant to pay when due any Rent or any other monetary sums required to be paid thereunder, which failure continues for five (5) business days after written notice thereof from Landlord; provided, however, that Tenant shall not be entitled to more than two (2) notices for monetary defaults during any consecutive 12 month period, and if, after two (2) such notices, any Rent or other sum is not paid when due, a default and breach of this Lease shall be considered to have occurred without further notice; provided, further, that any such notice given pursuant to this Section 15.1.1 shall be in lieu of, and not in addition to, any statutory notice required under applicable Laws.

15.1.2. Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 15.1.2, any failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant within 15 days after notice thereof has been provided to Tenant by Landlord, or if performance is not possible within said period, any failure of Tenant to commence performance within said period and to diligently prosecute such performance to completion.

15.1.3. Intentionally creating or permitting a nuisance which is not abated within 5 days after written notice thereof from Landlord.

15.1.4. Abandonment of all or a substantial portion of the Premises by Tenant

15.1.5. The failure by Tenant to observe or perform according to the provisions of Section 21.1 or Article 17 of this Lease where such failure continues for more than five (5) business days after notice from Landlord.

15.1.6. If Tenant, or any guarantor of Tenant's obligations under this Lease ("Guarantor"): (i) admits in writing that it cannot meet its obligations as they become due; (ii) is declared insolvent according to any Law; (iii) makes or attempts to make an assignment of Tenant's or Guarantor's property for the benefit of creditors; (iv) a receiver or trustee is appointed for Tenant or Guarantor or its property; (v) the interest of Tenant or Guarantor under this Lease is levied on under execution or other legal process; (vi) any petition is filed by or against Tenant or Guarantor to declare Tenant bankrupt or to delay, reduce or modify Tenant's debts or obligations;

or (vii) any petition is filed or other action taken to reorganize or modify Tenant's or Guarantor's capital structure, if Tenant or Guarantor is a corporation or other entity; any such levy, execution, legal process or petition filed against Tenant or Guarantor shall not constitute a breach of this Lease provided Tenant or Guarantor shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within sixty (60) days from the date of its creation, service or filing.

15.1.7. The taking of this Lease or Tenant's interest under a writ of execution.

Notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by Law.

15.2. Interest on Unpaid Sums. If any Rent, or any other monetary sum required to be paid thereunder by Tenant to Landlord, is not paid within thirty (30) days from being due, such sum shall accrue interest from the date due (not the thirty (30) days from which the Landlord has the right to charge said interest) until received at the rate (the "Interest Rate") which is the lower of (i) the highest rate permitted by applicable Law or (ii) eighteen percent (18%) per annum.

15.3. Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter pursue, without limiting Landlord in the exercise of any other right or remedy which Landlord may have at law or in equity (all of which remedies shall be distinct, separate and cumulative), any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

15.3.1. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrears in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

- I.** Any earned but unpaid Rent under this Lease owing to Landlord at the time of termination;
- II.** The amount of Base Rent and leasehold excise tax Landlord would receive following the date of termination for a period of thirty-six (36) months, or the expiration of the existing Term, whichever is less;
- III.** The amount of Additional Rent for a period of thirty-six (36) months, or the expiration of the existing Term, whichever is less, assessed at the then-existing rate as of the date of termination. Landlord shall have no duty to reconcile the Additional Rent collected under this provision against actual costs. Landlord and Tenant agree that these funds are forfeited to Landlord;
- IV.** Any other such amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law, provided that damages

associated with loss of Rent shall be limited to the amounts measured is I – III, above.

Upon termination of the Lease by Landlord and surrender of Premises by Tenant, Landlord shall use commercially reasonable efforts to re-let the Premises and otherwise mitigate its damages by the Tenant under this Lease, however, in no respect will Landlord's efforts to mitigate its damages effect the sums owed to it under provisions I – III above.

15.3.2. If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may continue the Lease in effect (whether or not Tenant has abandoned or vacated the Premises) and, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

15.3.3. Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 15.3.1 and 15.3.2 above, or any Law or other provision of this Lease), without prior demand or notice except as required by applicable Law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

15.4. Subleases of Tenant. If Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 15, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

15.5. Late Charges. Tenant hereby acknowledges late payment by Tenant to Landlord of Rent and other sums due thereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee by 5:00 p.m on the tenth (10th) day of the month when due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE 16: CONDEMNATION

If the whole or any material part of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or

purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises or Building, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord with respect to the Building or Real Property, and such claim is payable separately to Tenant. Notwithstanding anything in this Article 16 to the contrary, Landlord and Tenant shall each be entitled to receive fifty percent (50%) of the "bonus value" of the leasehold estate in connection therewith, which bonus value shall be equal to the difference between the Rent payable under this Lease and the sum established by the condemning authority as the award for compensation for the leasehold. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Notwithstanding anything to the contrary contained in this Article 16, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 17: SUBORDINATION

17.1. Subordination. This Lease, at Landlord's option, shall be subject and subordinate to the liens of any, bonds, mortgages, or deeds of trust and to any ground leases now or hereafter placed on or against the land or improvements, or either thereof, of which the Premises are a part, or on or against Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. If any mortgagee or trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or ground lease and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or ground lease.

17.2. Subordination Agreements. Tenant covenants and agrees to execute and deliver within ten (10) business days of request by Landlord, without charge therefor, such further instruments evidencing such subordination of this Lease to the lien of any such ground leases,

mortgages, deeds of trust, or bond as may be required by Landlord. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, bond holder, or if any ground lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the lessor under this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

ARTICLE 18: QUIET ENJOYMENT

Landlord agrees Tenant, upon paying Rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Lease Term hereof, subject, however, to the terms, covenants, conditions and agreements herein referring to subordination and condemnation.

ARTICLE 19: DELAYS

Whenever Landlord shall be delayed or restricted due to no fault of Landlord in the performance of any obligation of Landlord herein (including any obligation with respect to the provision of any service or utility or the performance of work or repairs) by reason of Landlord's inability to obtain materials, services or labor required for such performance or by reason of any Law, or by reason of any other cause beyond Landlord's control, Landlord shall be entitled to extend the time for such performance by a time equal to the extent of the delay or restriction, and Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

ARTICLE 20: NON-DISCRIMINATION

20.1. Tenant for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, sex, sexual orientation, age, disability, national origin, religion, or military status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, sex, sexual orientation, age, disability, national origin, religion, or military status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

20.2. Tenant shall provide its accommodations, services, and products on a fair and equitable basis to all users, without engaging in unjust or discriminatory practices. All pricing shall be fair, reasonable, and not unjustly discriminatory in accordance with applicable federal and state laws, including but not limited to the Robinson-Patman Act (15 U.S.C. § 13), the Federal Trade Commission Act, the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Washington Law Against Discrimination (RCW 49.60). Notwithstanding the foregoing, the Tenant may offer reasonable and non-discriminatory discounts, rebates, or other similar price reductions to volume purchasers, provided such practices comply with the aforementioned laws and do not adversely affect competition or unlawfully discriminate against protected classes.

20.3. Noncompliance with any part of Article 20 shall constitute a material breach thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the Landlord or the United States, either or both said Governments shall have the right to judicially enforce the provisions of said Article 20.2.

20.4. Tenant agrees that it shall insert Articles 20.1 – 20.3 in any lease, license, or sublease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

ARTICLE 21: **GENERAL PROVISIONS**

21.1. Estoppel Certificates. Tenant shall, at any time, upon not less than five (5) business days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification) and the date to which the Rent is paid in advance, (ii) acknowledging there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord thereunder or specifying such default if any exist, and (iii) containing such other information reasonably requested by Landlord or Landlord's mortgagee or Landlord's prospective mortgagees or buyers. If Tenant fails to execute and deliver such statement within five (5) business days, it shall be deemed conclusively to have acknowledged the accuracy of the matter set forth in Landlord's statement. Upon request from time to time, Tenant agrees to provide to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements for Tenant, dated no earlier than one (1) year prior to such written request, certified as accurate by Tenant or, if available, audited financial statements prepared by an independent certified public accountant with copies of the auditor's statement. If any Guaranty is executed in connection with this Lease, Tenant also agrees to deliver to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements of the Guarantor in a form consistent with the foregoing criteria.

21.2. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully

assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee.

21.3. Captions. Article and paragraph captions are for convenience only and are not a part of this Lease and shall not be used for interpretation or construction of this Lease.

21.4. Time of Essence. Time is of the essence hereof. Unless otherwise stated herein, any proposed or required time period of five (5) days or less shall mean business days and any proposed or required time periods of six (6) days or more shall mean calendar days, including Federal Holidays and weekends. For periods going by business days, when ending on a weekend or Federal Holiday, the time period shall extend to the next business day and business days shall end at 5:00 P.M, Pacific Time.

21.5. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21.6. Entire Agreement. This Lease, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Premises and there are no oral agreements or representations between the parties with respect to the subject matter hereof. This Lease supersedes and cancels all prior agreements and understandings with respect to the subject matter hereof. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

21.7. Recording. This Lease shall not be recorded and any recordation shall be a breach under this Lease.

21.8. Waiver. No provision of this Lease shall be deemed waived by either party unless expressly waived in a writing. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment. Tenant's payment of any Rent hereunder shall not constitute a waiver by Tenant of any breach or default by Landlord under this Lease nor shall Landlord's payment of monies due Tenant hereunder constitute a waiver by Landlord of any breach or default by Tenant under this Lease.

21.9. Force Majeure. Any delay in the performance of any obligation under this Lease shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, strikes, lockouts, and orders of military authority; provided, however, the foregoing shall not excuse Tenant from the timely payment of Base Rent, Additional Rent or other sums due hereunder, when due.

21.10. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assigning or subletting by Tenant and subject to the provisions for the transfer of Landlord's interest, this Lease shall bind the parties, their successors and assigns. This Lease shall be governed by the laws of the State of Washington.

21.11. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, on the same terms and conditions as provided herein, except only as to the Term; provided, however, during such period as a tenant from month-to-month, Tenant shall pay Base Rent at double the rate payable for the month immediately preceding the date of termination of this Lease and, in addition, Tenant shall reimburse Landlord for all damages sustained by it by reason of Tenant's occupying the Premises past the termination date. If Tenant's occupation of the Premises continues for more than sixty (60) days past the termination date, Landlord shall also be entitled to consequential as well as direct damages from the termination date.

21.12. Entry by Landlord. Landlord and its agents shall have the right to enter the Premises at all reasonable times (without notice in the event of emergency and if no emergency and it is reasonable 24 hours notice) for the purpose of examining or inspecting the same and any other services to be provided by Landlord or Tenant thereunder, to show the same to prospective purchasers of the Building and make such alterations, repairs, improvements or additions to the Premises or to the Building of which they are a part as Landlord may deem necessary or desirable. Tenant shall permit Landlord to show the Premises to prospective tenants during the last six (6) months of the Term hereof or any renewal thereof. If Tenant shall not be personally present to open and permit an entry into the Premises at any time when such entry by Landlord is necessary or permitted thereunder, Landlord may enter by means of master key without liability to Tenant except for any failure to exercise due care for Tenant's property, and without affecting this Lease. If, during the last month of the Term hereof, Tenant shall have removed substantially all of its property from the Premises, Landlord may immediately enter and alter, renovate and redecorate the Premises without elimination or abatement of rent or incurring liability to Tenant for any compensation.

21.13. Corporate Authority. If Tenant is a corporation, limited liability company or partnership, each individual executing this Lease on behalf of Tenant represents and warrants he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the by-laws, duly adopted Board of Directors resolution or other governing documents of said entity, and this Lease is binding upon Tenant in accordance with its terms. Tenant hereby confirms that it is not in violation of any executive order or Law which prohibits terrorism or transactions with suspected or confirmed terrorists or terrorist entities or with persons or organizations that are

associated with, or that provide any form of support to, terrorists. Tenant further hereby confirms that Tenant shall comply throughout the Lease Term with all applicable Laws governing transactions or business dealings with any suspected or confirmed terrorists or terrorist entities, as identified from time to time by the U.S. Treasury Department's Office of Foreign Assets Control or any other applicable governmental entity.

21.14. Notices. Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after pickup by a reputable overnight express service, or (iii) when transmitted by electronic mail (provided however that any facsimile or email transmission initiated after 5:00 PM on a weekday, or at any time on a Saturday, Sunday or legal holiday, shall be deemed delivered on the following business day), but only if confirmation of the receipt of same is noted upon transmission of same by e-mail records and a counterpart of such notice is also delivered pursuant to one of the two manners specified in subsections (i) or (ii) of this Section 21.14, in any case addressed to the parties at their respective addresses set forth below:

LANDLORD	TENANT
City of Auburn Attn: Josh Arndt / Real Estate Manager 25 W Main St. Auburn, WA 98001 253.288.4325 Jarndt@Auburnwa.gov	
With Copies To:	
City of Auburn Attn: City Attorney 25 W Main St Auburn, WA 98001 253.804.3108	Office of Tribal Attorney Casino Office 2402 Auburn Way South Auburn, WA 98002

21.15. Real Estate Broker. Tenant represents Tenant has dealt directly and only with the real estate brokers or agents specified in Section 11 of the Summary as brokers ("Brokers") in connection with this Lease, and insofar as Tenant knows, no other broker negotiated or participated in the negotiations of this Lease, or submitted or showed the Premises, or is entitled to any commission in connection herewith. Tenant agrees to indemnify and defend Landlord against and hold Landlord harmless from any and all Claims with respect to any leasing commission or equivalent compensation alleged to be owing on account of Tenant's dealings with any real estate broker or agent other than the Broker(s) in connection with this Lease.

21.16. Parking. Tenant shall have the right at no additional charge to reserve the non-handicapped parking stalls depicted as "AFB Reserved Parking", located in the southernmost portion of the Surface Parking Area depicted in **Exhibit B**. Tenant's right to use the AFB Reserved

Parking stalls or any other parking spaces located in the Surface Parking Area is conditioned upon Tenant abiding by the Parking Rules and Regulations which are in effect, and attached in **Exhibit C** and which may be amended from time-to-time at the discretion of the Landlord. Tenant shall also bear the responsibility to ensure Tenant's employees, volunteers, officials, and visitors also comply with the Parking Rules and Regulations. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Surface Parking Areas, and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to some or all of the Surface Parking Areas or relocate Tenant's parking spaces to other parking areas within a reasonable distance of the Building so long as total parking spaces available to Tenant are not decreased.

21.17. Sign Rights. Subject to Landlord's consent requirements, Tenant shall be entitled to install a façade sign above Tenant's Premises and have placement upon the Pylon sign(s). Placement of Tenant's signage upon the Pylon sign shall be at the size and placement of Landlord's choosing. Tenant may also request approval to utilize additional signage including window and other store front signs, and other signage located on the Building, or Property ("Additional Signage"). Consent and location of any Additional Signage by Tenant will be at the Landlord's sole discretion. All such permitted signage must comply with all applicable Law and use Building standard materials and lettering. Landlord shall not be required to notify Tenant of whether it consents to any sign(s) until it (a) has received detailed, to-scale drawings thereof specifying design, material composition, color scheme, and method of installation, and (b) has had a reasonable opportunity to review them but no more than ten (10) business days. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facia surface to which its signs are attached to its preexisting condition. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments, pay for the cost of the initial installation of such permitted signage, as well as the cost of any changes thereto.

21.18. Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

21.19. Jurisdiction – Construction of Lease. The laws of the State of Washington shall govern the validity, performance and enforcement of this Lease. King County, Washington shall be the venue of any action arising out of this Lease. Although the printed provisions of this Lease were prepared and drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but its construction shall be at all times in accord with the general tenor of the language so as to reach a fair and equitable result.

21.20. Waiver of Jury Trial & Damages. TENANT AND LANDLORD EACH HEREBY EXPRESSLY, IRREVOCABLY, FULLY AND FOREVER RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHT TO TRIAL BY JURY. THE PARTIES EXPRESSLY, IRREVOCABLY, FULLY AND FOREVER RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHT TO RECEIVE PUNITIVE, EXEMPLARY AND CONSEQUENTIAL DAMAGES (EXCEPT AS PROVIDED IN SECTION 21.11) FROM THE OTHER (OR ANY PAST, PRESENT OR FUTURE BOARD MEMBER, TRUSTEE, DIRECTOR, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, OR ADVISOR OF

LANDLORD) IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH THE TENANT AND LANDLORD ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: THIS LEASE; ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS LEASE; ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS LEASE; THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS LEASE; OR THE ENFORCEMENT OF THIS LEASE. TENANT AND LANDLORD EACH AGREES THAT THIS LEASE CONSTITUTES WRITTEN CONSENT THAT TRIAL BY JURY SHALL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT TENANT AND LANDLORD EACH SHALL HAVE THE RIGHT AT ANY TIME TO FILE THIS LEASE WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY IN ACCORDANCE WITH RULES AND PROCEDURES OF ANY COURT.

21.21. Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Building, and Landlord shall have no liability to Tenant due to its failure to provide such services. Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from implementing security measures for the Building any part thereof, in which event Tenant shall participate in such security measures and the cost thereof shall be included within the definition of Operating Expenses, and Landlord shall have no liability to Tenant and its agents, employees, contractors and invitees arising out of Landlord's negligent provision of security measures.

21.22. Easements. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents within ten (10) days after Landlord's request, and Tenant's failure to do so shall constitute a material default by Tenant. The obstruction of Tenant's view, air, or light by any structure erected in the vicinity of the Building, whether by Landlord or third parties, shall in no way affect this Lease or impose any liability upon Landlord.

21.23. Transportation Management. Tenant shall fully comply, at its sole expense, with all present or future programs implemented or required by any governmental or quasi-governmental entity or Landlord to manage parking, transportation, air pollution, or traffic in and around the Building in the area in which the Building is located.

21.24. Attorney's Fees. If either party shall retain an attorney for the purpose of collecting any amount due from the other party, or for the purpose of enforcing a default in any other terms or provision of this Lease, the party shall pay the fees of such attorney for the attorney's services regardless of the fact that no legal proceeding or action may have been filed or commenced.

Attachments:

EXHIBIT A – Legal Description of the Property
EXHIBIT B – Depiction of the Premises & Reserved Parking
EXHIBIT C – Building / Parking Rules & Regulations
EXHIBIT D – Tenant Work Letter

[SIGNATURES ON THE FOLLOWING PAGES]

TENANT:
We Care Daily Clinics, LLC

Joe Olujic – Chief Executive Officer

STATE OF _____)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 2025, personally appeared before me Joe Olujic, Chief Executive Officer of We Care Daily Clinics, LLC, to me known to be the individual 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 We Care Daily Clinics, LLC.

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 _____,
Residing at _____
My commission expires _____

LANDLORD:
City of Auburn

NANCY BACKUS, Mayor

Approved as to form:

City Attorney: Jason Whalen

[illegible]

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 2025, personally appeared before me Nancy Backus, Mayor, , to me known to be the individual 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 the City of Auburn.

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 _____

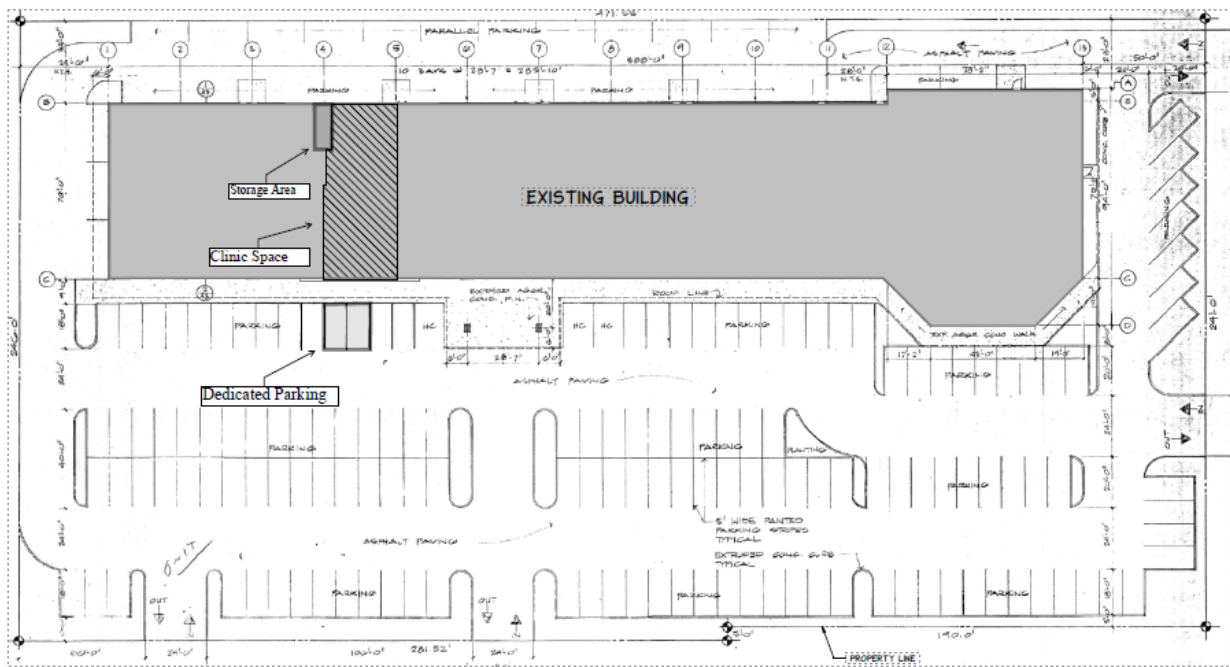
EXHIBIT A
Legal Description of the Property

Lot B, City of Auburn Short Plat Number SP-3-78, recorded under Recording No. 7806150922, being a correction of Short Plat recorded under Recording No. 7803060927, in King County, Washington;

Except that portion thereof deeded to King County, by deed recorded under Recording No. 20240523000022.

Situate in the City of Auburn, County of King, State of Washington.

EXHIBIT B
Depiction of the Premises & Reserved Parking



The Auburn Resource Center Site Plan

EXHIBIT C
Building / Parking Rules & Regulations

Except to the extent that these Rules and Regulations conflict with any express provision of the Lease, **or to the extent the rule is inconsistent with or unreasonably interferes with the exercise of Tenant's rights under their Lease**, Tenant shall faithfully observe and comply with the following Building Rules and Regulations and the Parking Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations and/or the Parking Rules and Regulations or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building and/or the Real Property.

1. Tenant shall not place any lock(s) on any door, or install any security system (including, without limitation, card key systems, alarms or security cameras), in the Premises without Landlord's prior written consent, which consent shall be entirely at the Landlord's discretion. If consent is given, then Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks and/or security systems within and to the Premises. A reasonable number of keys to the locks on the entry doors of the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or earlier termination of the Lease. Further, if and to the extent Tenant re-keys, re-programs or otherwise changes any locks in or for the Premises, all such locks and key systems must be consistent with the master lock and key system at the Building, all at Tenant's sole cost and expense.

2. Landlord shall have the right to control and operate the public portions of the Building and Real Property, the public facilities heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. Landlord shall have the right to remove any signs, advertisements, and notices not approved in writing by Landlord without notice to and at the expense of Tenant.

4. Tenant shall not disturb (by use of any television, radio or musical instrument, making loud or disruptive noises, creating offensive odors or otherwise), solicit, or canvass any occupant of the Building and/or the Real Property and shall cooperate with Landlord or Landlord's agents to prevent same.

5. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

6. Tenant shall not overload the floor of the Premises. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Premises (but at the end of the Lease Term, Tenant shall repair any holes and other damage to the Premises resulting therefrom).

7. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

8. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move n cools") or space heaters, without Landlord's prior written consent, and any such approval will be for devices that meet federal, state and local code.

9. No flammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building and/or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

10. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building and/or the Property by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therewith.

11. Tenant shall not bring into or keep within the Property, the Building or the Premises any animals (except those assisting handicapped persons), birds or fish tanks. Vehicles are only permitted in the Parking Areas and are not permitted in the Building.

12. Except as permitted in connection with Tenant's Permitted Uses in Section 4.1 of the Lease, Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises, the Building and/or the Property. Except as permitted in connection with Tenant's Permitted Uses in Section

4.1 of the Lease, Tenant shall not use or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

13. Except as reasonably necessary in connection with Tenant's Permitted Uses in Section 4.1 of the Lease, no cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for the storage of merchandise or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable Laws and does not cause odors which are objectionable to Landlord and other tenants.

14. Landlord will approve where and how communication wires and other cabling are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment and/or systems affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

15. Landlord reserves the right to exclude or expel from the Building and/or the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations or cause harm to Building occupants and/or Property.

16. All contractors, contractor's representatives and installation technicians performing work in the Building or at the Property shall be licensed and bonded and subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

17. Tenant at all times shall maintain the entire Premises in a neat and clean manner, free of debris. Tenant shall not place items, including, without limitation, any boxes, files, trash receptacles or loose cabling or wiring, in or near any window to the Premises which would be visible anywhere from the exterior of the Premises.

18. All of Tenant's recyclables, trash and garbage shall be placed in the disposal bins or receptacles designated for the Building in the ordinary and customary manner in the city in which the Property is located without violation of any law or ordinance governing such disposal.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

20. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied, or when the entry to the Premises is not manned by Tenant on a regular basis.

21. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be

attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be of a quality, type and design approved by Landlord.

22. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Premises and/or the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

23. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume, and Tenant shall have no claim for damages against Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagees, or agents in connection therewith.

24. No tents, shacks, temporary or permanent structures of any kind shall be allowed on the Property. No personal belongings may be left unattended in any portion of the Property.

25. Landlord shall have the right to prohibit the use of the name of the Building or Property or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or Property or the desirability thereof. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

26. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

27. Tenant shall at all times cooperate with Landlord in preserving an appropriate image for the Building in Landlord's judgment.

Parking Rules & Regulations

1. Vehicles must be parked entirely within the stall lines painted on the floor, only as expressly permitted, with small cars parked in areas reserved for small cars and Commercial Vehicles in areas reserved for Commercial Vehicles.

2. All directional signs and arrows must be observed.

3. The speed limit shall be 5 miles per hour.

4. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.

5. Parking is prohibited in all areas not expressly designated for parking, including without limitation:

- (a) areas not striped for parking;
- (b) aisles;
- (c) where "no parking" signs are posted;
- (d) ramps; and
- (e) loading zones.

6. Every parker is required to park and lock his/her own car.

7. Landlord shall not be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Surface Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Surface Parking Areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection for the Surface Parking Areas; (ii) Tenant uses the Surface Parking Areas at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord and its agents, employees, officials, and electees harmless from and against any and all claims, demands, and actions arising out of the use of the Surface Parking Areas by Tenant and its employees and agents, whether brought by any of such persons or any other person.

8. Washing, waxing, cleaning or servicing of any vehicle by the customer and/or its agents is prohibited.

9. Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Parking Rules and Regulations.

10. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (i) for any purpose other than parking as provided above, (ii) in any way or manner not permitted by Section 21.16 and reasonably objectionable to Landlord, or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any

other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

11. Tenant's right to use the Surface Parking Areas will be in common with other tenants of the Property and with other parties permitted by Landlord to use the Surface Parking Areas. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

12. If the Surface Parking Areas are damaged or destroyed, or if the use of the Surface Parking Areas is limited or prohibited by any governmental authority, or the use or operation of the Surface Parking Areas is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's reasonable control, Tenant's inability to use the parking spaces will not subject Landlord to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect. Tenant will pay to Landlord upon demand, and Tenant indemnifies Landlord against, any and all loss or damage to the Surface Parking Areas, or any equipment, fixtures, or signs used in connection with the Parking Areas and any adjoining buildings or structures caused by Tenant or any of its employees and agents.

13. Tenant has no right to assign or sublicense any of its rights in the Surface Parking Areas, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking passes among its employees.

*Tenant shall be responsible for the observance of all of the Rules and Regulations and Parking Rules and Regulations in this **Exhibit C** by Tenant's employees, agents, clients, customers, invitees and guests. Landlord may waive any one or more of the Rules and Regulations and/or Parking Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Building / Parking Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Building / Parking Rules or Regulations against any or all tenants of the Building and/or the Property. Landlord reserves the right at any time to change or rescind any one or more of these Building / Parking Rules and Regulations or to make such other and further reasonable Building / Parking Rules and Regulations that in Landlord's judgment may be necessary for the management, safety, care and cleanliness of the Premises, Building and Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Tenant shall be deemed to have read these Building / Parking Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.*

EXHIBIT D

Work Letter

This Work Letter to Standard Lease (“Work Letter”) shall set forth the terms and conditions relating to the construction of the Premises, tenant improvements, alterations and additions under Section 9. All references in this Work Letter to the “Lease” shall mean the relevant portions of the Lease to which this Work Letter is attached as **Exhibit D**.

SECTION 1

General Construction of the Premises

Tenant shall accept (i) the base, shell, and core of the Premises and of the floor of the Building on which the Premises is located (collectively, the “Base, Shell, and Core”) and (ii) the Premises in their current “AS IS” condition existing as of the date of the Lease and the Commencement Date. Unless otherwise agreed to as part of this Lease, Tenant shall be fully responsible for the cost, expense, and management of any alterations or improvements related to, or required for, Tenants occupancy and use of the Premises, Building, or Property. Landlord agrees to provide Tenant with copies or access to copies of existing Building plans and architectural & construction drawings it possesses which include the Premises within five (5) business days of execution of the Lease.

SECTION 2

Tenant Improvements

2.1. Tenant shall pay for the costs of the design, permitting and construction of Tenant’s improvements which are permanently affixed to the Premises (collectively, the “Tenant Improvements”) throughout the Lease Term. The remaining Sections of this Work Letter shall apply equally each time any Significant Tenant Improvements are made to the Premises as defined below in Section 2.1.1 of this Work Letter.

2.2. For any alteration or improvement which the Tenant desires to make to the Premises, Tenant shall provide to Landlord a written statement describing the proposed alterations/improvements in a manner that clearly defines the type, size, scope, work, and location. Within ten (10) business days of receipt, Landlord shall notify Tenant whether such proposed alteration or improvement requires strict compliance with the remaining Sections of this Work Letter (“Significant Tenant Improvement”). For any proposed alteration or improvement which the Landlord does not consider to be a Significant Tenant Improvement, the Landlord shall within such ten (10) day period designate, whether Tenant will need to engage design professionals to prepare construction drawings for review, whether submission of a Space Plan is required for Landlord’s review, whether it must comply with any of Sections 4.2.4, 4.3 and 4.4 of this Work Letter, as part of Landlord’s written consent as required under Section 9.1 of the Lease.

SECTION 3

Construction Drawings

3.1. Selection of Architect/Construction Drawings. Tenant shall retain an architect/space planner (the “Architect”) to prepare the Construction Drawings and Final Space Plan, subject to Landlord’s reasonable approval. Tenant shall retain the engineering consultants (the “Engineers”), also subject to Landlord’s reasonable approval, to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work in the Premises, which work is not part of the Base, Shell, and Core work. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the “Construction Drawings.” All Construction Drawings shall be subject to Landlord’s approval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord’s review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord’s review of the same, or obligate Landlord to review the same, for quality, design, code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord’s space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant’s waiver and indemnity set forth in Article 11 of the Lease shall specifically apply to the Construction Drawings.

3.2. Final Space Plan. Tenant shall supply Landlord with a signed electronic copy of its final space plan for the portion of the Premises being improved or altered before any architectural working drawings or engineering drawings have been commenced. The final space plan (the “Final Space Plan”) shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within ten (10) business days after Landlord’s receipt of the Final Space Plan for the affected portion of the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require.

3.3. Final Working Drawings. After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, Btu calculations, electrical requirements and special electrical receptacle requirements for the portion of the Premises being improved or altered, to enable the Engineers and the Architect to complete the “Final Working Drawings” (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the portion of the Premises being improved or altered, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to

bid on the work and to obtain all applicable permits (collectively, the “Final Working Drawings”) and shall submit the same to Landlord for Landlord’s approval. Tenant shall supply Landlord with a signed electronic copy of such Final Working Drawings. Landlord shall advise Tenant within ten (10) business days after Landlord’s receipt of the Final Working Drawings for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the Final Working Drawings in accordance with such review and any disapproval of Landlord in connection therewith.

SECTION 4

Construction of the Tenant Improvements

4.1. Tenant’s Selection of Contractors.

4.1.1. The Contractor. Tenant shall select and retain a general contractor (the “Contractor”) to construct the Tenant Improvements, subject to Landlord’s reasonable approval.

4.1.2. Tenant’s Agents. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as “Tenant’s Agents”) must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. So long as a Tenant’s Agent is responsible for the activities of any volunteers of any service provider, Landlord’s consent is not additionally required for such services.

4.2. Construction of Tenant Improvements by Tenant’s Agent.

4.2.1. Tenant’s Agents.

4.2.1.1. Landlord’s General Conditions for Tenant’s Agents and Tenant Improvement Work. Tenant’s and Tenant’s Agent’s construction of the Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings.

4.2.1.2. Indemnity. Tenant’s indemnity of Landlord as set forth in Article 11 of the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant’s Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant’s non-payment of any amount arising out of the Tenant Improvements and/or Tenant’s disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in Article 11 of the Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord’s performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Tenant Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

4.2.1.3. Insurance. Tenant’s Agents shall be subject to the same Insurance requirements outlined in Article 10 of the Lease. Tenant shall deliver, or cause to be delivered to

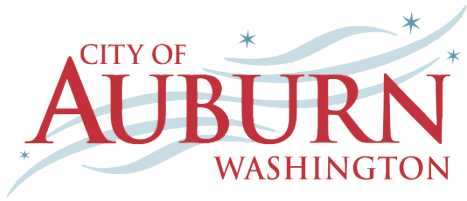
Landlord all of Tenant's insurance certificates prior to commencing construction of the Tenant Improvements.

4.2.2. Governmental Compliance. The Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.3. Inspection by Landlord. Landlord shall have the right to inspect the Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved and basis for disapproval. Any defects or deviations in, and/or disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord, provided however, if Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's premises, Landlord may, take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

4.3. Copy of "As Built" Plans. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of the Lease, (C) to deliver to Landlord an electronic copy of such as-built drawings within ninety (90) days following issuance of a certificate of occupancy for the Premises, and (D) to deliver to Landlord the Approved Working Drawings in Auto CAD format, and (ii) Tenant shall deliver to Landlord electronic copies of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

4.4. Construction Schedule. Tenant shall furnish Landlord with a schedule setting forth the projected date of the completion of the Tenant Improvements and showing the critical time deadlines for each phase, item or trade relating to the construction of the Tenant Improvements to the extent such schedule is available.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5880 (Whalen)

A Resolution authorizing the Mayor to execute a Lease Agreement with the Auburn Food Bank for space located at the Auburn Resource Center

Meeting Date:

December 15, 2025

(RECOMMENDED ACTION: Move to adopt Resolution No. 5880.)

Department:

Legal

Attachments:

Resolution No. 5880, Exhibit A -
Lease

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5880.

Background for Motion:

The Auburn Food Bank provides vital services to the community by supporting residents dealing with food insecurities. The City values its long-standing partnership with the Auburn Food Bank, and looks forward to continuing a successful partnership in part through the execution of this lease.

Background Summary:

The Auburn Food Bank (AFB) was one of the City's first subtenants when it began leasing space in what is known as the Auburn Resource Center. In addition to operating a food bank, AFB contracts with the City to operate its Day and Night Shelters. The services AFB provides aligns with the ARC's primary purpose of providing a "one-stop shop" for social services.

AFB invested approximately \$1.8 million to construct tenant improvements to both the Food Bank and Shelter spaces.

AFB's original sublease expired on January 31, 2025. Since that time, they have continued to occupy the Food Bank space on a month-to-month basis as a holdover tenant.

Executing a new long-term triple net lease with the City will provide long-term stability for the Food Bank and its operations, while reducing the budgetary impact to the City by shifting building and common area charges associated with their space to AFB.

AFB's Board has reviewed and approved the terms of the proposed lease.

Councilmember: Kate Baldwin

Staff: Jason Whalen

RESOLUTION NO. 5880

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A LEASE AGREEMENT WITH THE AUBURN
FOOD BANK FOR SPACE LOCATED AT THE AUBURN
RESOURCE CENTER

WHEREAS, the City of Auburn previously leased space in the building located at
2802 -2826 Auburn Way North; and

WHEREAS, the Auburn Food Bank (“AFB”) subleased a portion of the City’s
leasehold from the City of Auburn in the building; and

WHEREAS, on December 31, 2024, the City of Auburn purchased the building and
began rebranding it as the “Auburn Resource Center”; and

WHEREAS, The Auburn Food Bank invested considerable time and funds to
complete interior improvements not only to the space subleased for the food bank but
also to the spaces utilized by the City for the Ray of Hope Day Shelter and the Sundown
Night Shelter; and

WHEREAS, AFB’s sublease expired on January 31, 2025, and AFB is currently
occupying the space under the sublease’s holdover provision; and

WHEREAS, in recognition of the public service AFB provides to those in need
throughout the Auburn community, in acknowledgement of the significant investment
made to construct improvements to the Day and Night Shelter spaces, and its alignment
with the Auburn Resource Center’s mission to provide a “one-stop shop” approach to
social services, the parties wish to execute a long-term lease under terms favorable for
the space utilized as the food bank.

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

Section 1. The Mayor is authorized to execute the lease agreement attached
as Exhibit A.

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 this 15th day of December, 2025.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Exhibit A

AUBURN RESOURCE CENTER LEASE

**CITY OF AUBURN, WASHINGTON,
a Washington municipal corporation,**

as LANDLORD

and

**THE AUBURN FOOD BANK
a Washington nonprofit organization**

as TENANT

Suite(s) 2802 & 2804

I. RECITALS:

1. The City of Auburn (the “Landlord”) is the owner of real property legally described in **Exhibit A** (the “Property”). The Property is a commercial strip-center demised into multiple suites.
2. The primary purpose of the Property is to provide a “One Stop Shop” approach for providing social services to those in need, focusing primarily on Auburn residents.
3. The Auburn Food Bank (“Tenant”) executed a sublease with Landlord (then tenant) dated October 27th, 2020 for the purposes of operating a community Food Bank.
4. Tenant also operates the day and nighttime shelter on behalf of the City.
5. During the sublease term, the Auburn Food Bank spent \$1,744,500 in tenant improvements. Roughly \$870,000 of that was spent for tenant improvements to the day and nighttime shelters.
6. In recognition of the public service the Tenant provides to those in need throughout the Auburn community and the expense paid for the tenant improvements to the day and nighttime shelters, the Landlord and Tenant agree to the terms and conditions provided for in this lease.
7. This lease is ratified by the Auburn City Council through the passage of Resolution 5880.

II. SUMMARY OF BASIC LEASE INFORMATION

This Summary of Basic Lease Information (the “Summary”) is hereby incorporated by reference into and made a part of the attached Lease. Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any initially capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

	<u>TERMS OF LEASE</u> (References are to the Lease)	<u>DESCRIPTION</u>
1.	Lease Date:	December 15, 2025
2.	Landlord:	CITY OF AUBURN, a Washington municipal corporation

3.	Address of Landlord:	City of Auburn 25 W Main Auburn, WA, 98001 Attention: Josh Arndt		
4.	Tenant:	The Auburn Food Bank, a Washington nonprofit corporation		
5.	Address of Tenant:	2804 Auburn Way North, Auburn, WA 98002		
6.	Premises (Article 1):			
6.1	Premises:	Suite 2802 & 2804 consisting of approximately 6,647 square feet of Rentable Area located in the Building, and nine (9) dedicated parking spaces together depicted in <u>Exhibit B</u> attached.		
6.2	Building:	The “Building” is a single-story commercial building with 27,859 rentable square feet, located at 2802 – 2826 Auburn Way North, Auburn, WA 98002.		
7.	Term (Article 2):			
7.1	Initial Term:	Sixty (60) months		
7.2	Commencement Date:	January 1, 2026.		
7.3	Expiration Date:	December 31, 2030.		
8.	Base Rent (Article 3):			
<u>Months of Lease Term</u>		<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rental Rate per Square Foot of Rentable Area of the Premises</u>
1-12 (Jan-Dec 2026)		\$12,000.00	\$1,000.00	N/A

13-24 (Jan-Dec 2027)	\$12,000.00	\$1,000.00	N/A
25-36 (Jan-Dec 2028)	\$12,000.00	\$1,000.00	N/A
37-48 (Jan-Dec 2029)	\$12,000.00	\$1,000.00	N/A
49-60 (Jan-Dec 2030)	\$12,000.00	\$1,000.00	N/A
9.	Security Deposit (Article 4):	\$0	
10.	Tenant's Share (Section 6.1) of Operating Expenses, and Utilities Costs (Article 6):	23.86% (the Premises is 6,647 square feet of Rentable Area within the Building's 27,859 square feet of Rentable Area).	
10.1	Tenant's Operating Expenses and Utility Costs at commencement of this Lease. (Section 6.3.3)	\$5.48 per square foot (subject to change) \$3,034.18 per month (estimate, subject to change)	
11.	Tenant's Reserved Parking Stalls (Section 21.16)	The non-handicapped parking stalls depicted as "AFB Reserved Parking" in <u>Exhibit B</u>	

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III. LEASE AGREEMENT

THIS LEASE, made and entered this 15th day of December, by and between the **CITY OF AUBURN**, a Washington municipal corporation, (“Landlord”), and **THE AUBURN FOOD BANK**, a Washington nonprofit corporation (“Tenant”). For and in consideration of the rental and of the covenants and agreements set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant the premises described for the Lease Term, subject to all of the terms, covenants and agreements set forth.

ARTICLE 1: PREMISES

1.1. Grant of Premises. Landlord leases to Tenant those certain premises described in Section 6.1 of the Summary (the “Premises”), which Premises are located in the single-story building described in Section 6.2 of the Summary (the “Building”). Landlord and Tenant confirm and stipulate that the number of square feet of “Rentable Area” contained in the Premises initially leased by Tenant pursuant to this Lease (i) is as set forth in Section 6.1 of the Summary, (ii) have been calculated in accordance with Landlord’s standard rentable area measurement standards used for the Building (currently the Building Owners and Managers Association Standard for the measurement of commercial office space (ANSI/BOMA Z65.1 2010-Method A)), and (iii) is not subject to remeasurement, adjustment or modification, and accordingly, there shall be no modification or adjustment of the Base Rent, Tenant’s Share of Operating Expenses or Utilities Costs (if any), the Tenant Improvement Allowance (if any) or any other dollar amounts set forth in this Lease which are based upon any such square footage amounts. The Building and the surface parking areas located adjacent to the Building (the “Surface Parking Areas”), any outside plaza areas, land and other improvements surrounding the Building, the Common Areas, as defined below, and the land upon which any of the foregoing are situated are sometimes collectively referred to herein as the “Real Property.” The legal description of land comprising the Real Property is attached hereto as **Exhibit A**. A floor plan showing the size and location of the Premises within the Building is attached hereto as **Exhibit B**. Tenant’s use and occupancy of the Premises shall include the use, in common with others, of those portions of the Real Property which are designated by Landlord for use in common by Tenant and any other tenants of the Building (the “Common Areas”), but excluding therefrom and reserving unto Landlord the exterior faces of all exterior walls, the roof and the right to install, use and maintain where necessary in the Premises all pipes, ductwork, conduits and utility lines through hung ceiling space, partitions, beneath the floor or through other parts of the Premises; provided such installation, use and maintenance do not unreasonably and substantially interfere with the use and occupancy of the Premises by Tenant or unreasonably diminish Tenant’s access to the Premises. Landlord reserves the right to affect such other tenancies in the Building as Landlord may elect in its sole business judgment. Landlord also reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Common Areas, provided that, in connection therewith, Landlord shall at all times use commercially reasonable efforts to minimize interference with the conduct of Tenant’s business at the Premises, including providing Tenant with advance notice of 48 hours whenever Landlord may reasonably provide such notice.

1.2. Condition of Premises. Tenant shall occupy the Premises in its current “AS IS” condition without any obligation on Landlord’s part to construct or pay for any tenant improvement or refurbishment work in the Premises, and Tenant shall be solely responsible, at its sole cost and expense, for constructing any and all alterations and refurbishment work for the Premises pursuant to, and in accordance with, the provisions of Article 9 below.

ARTICLE 2: TERM

2.1 Initial Term. The “Initial Term” of this Lease shall be as described in Section 7.1 of the Summary and shall commence on the date (“Commencement Date”) described in Section 7.2 of the Summary, and shall terminate on the date (the “Expiration Date”) described in Section 7.3 of the Summary, unless this Lease is sooner terminated as hereinafter provided. The Initial Term and any Extension Options that may exist or be executed are collectively defined as the “Term”.

2.2 Extension Option(s). Provided that Tenant faithfully performs all terms and conditions of this Lease, Tenant shall have the option to extend the then-current Term for up to three (3) consecutive additional periods of five (5) years each (each, an “Extension Option”). Each Extension Option may be exercised only by written notice in accordance with Section 2.3 below and shall commence immediately following the expiration of the prior Term without interruption or delay. Upon the proper and timely exercise of an Extension Option, the Term shall be extended for the applicable Extension Period on the same terms and conditions contained herein, except as otherwise agreed in writing by the Parties.

2.3 Exercise of Option. Tenant may exercise an Extension Option only in the following manner:

(i) **Interest Notice:** Tenant shall deliver written notice to Landlord (the “Interest Notice”) not less than three (3) months and not more than six (6) months prior to the expiration of the then-current Term, stating Tenant’s intent to exercise the applicable Extension Option.

(ii) **Negotiation of Terms:** Following Landlord’s receipt of the Interest Notice, the Parties shall engage in good faith negotiations, using commercially reasonable efforts, to determine the Base Rent and any other terms to apply during the upcoming Extension Term, as further described in Section 2.4 below.

(iii) **Exercise Notice:** If the Parties reach agreement on Base Rent and all other negotiated terms at least thirty (30) days prior to the Expiration Date, Tenant shall deliver written notice to Landlord (the “Exercise Notice”) no later than ten (10) calendar days prior to the Expiration Date, confirming Tenant’s election to extend the Lease and setting forth the agreed-upon Base Rent and other applicable terms. The Exercise Notice shall constitute a binding and irrevocable acceptance by Tenant of Landlord’s offer to extend the Lease upon those agreed terms.

(iv) **Failure to Exercise:** If Tenant fails to timely deliver either the Interest Notice or the Exercise Notice, or if the Parties are unable to agree upon Base Rent or other material terms at least thirty (30) days prior to the Expiration Date, the applicable Extension Option shall automatically terminate, and the Lease shall expire as originally scheduled, with all remaining Extension Options deemed waived.

ARTICLE 3: RENT

3.1 Base Rent. Tenant agrees to pay Landlord, promptly when due, without notice or demand and without deduction or offset of any amount for any reason whatsoever, the annual amounts outlined in Section 8 of the Summary, which shall be payable in the monthly installment amounts outlined in Section 8 of the Summary (the “Base Rent”). Said monthly installments of Base Rent shall be payable in advance on the first (1st) day of each calendar month during the Initial Term, except that the Base Rent for the first (1st) full calendar month of the Initial Term shall be paid at the time of Tenant’s execution of this Lease. If the Initial Term commences or expires on a day other than the first (1st) day of a calendar month, Tenant shall pay to Landlord on the first (1st) day of the Initial Term, or on the first (1st) day of the month in which the Initial Term expires, the prorated portion of the monthly installment of Base Rent payable for such month calculated based upon the actual number of days in such month. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

3.2 Leasehold Excise Tax, RCW 82.29A. In addition to the Base Rent, Tenant will be assessed a statutory leasehold excise tax of 12.84%. The leasehold excise tax will be assessed upon the monthly installment of Base Rent and remitted as part of Tenant’s Additional Rent.

3.3 Option Rent and Other Negotiated Terms. For each Extension Term, the Base Rent and any other negotiated terms shall be as mutually agreed upon by the Parties during the negotiation period described in Section 2.3. Notwithstanding the foregoing, in no event shall the Base Rent for any Extension Term be less than the Base Rent payable during the final year of the immediately preceding Term. If the Parties are unable to reach agreement on Base Rent or any other negotiated terms within the timeframe specified in Section 2.3, the applicable Extension Option shall automatically terminate, and the Lease shall expire on its scheduled Expiration Date.

All other terms and conditions of this Lease shall remain in full force and effect during any Extension Term, except as expressly modified in writing by mutual agreement of the Parties.

3.4 Place of Payment. Base Rent, Tenant’s Share of Operating Expenses and Utilities Costs (as such terms are defined in Sections 6.1 and 6.2 below which may also be referred to as “Additional Rent”) and all other sums or charges required by this Lease to be paid by Tenant to Landlord, all of which are sometimes collectively referred to as “Rent,” shall be paid at the office of Landlord as set described below:

**City of Auburn
Attn: Finance Department
25 W Main
Auburn, WA 98001**

or at such other place as Landlord may from time to time designate.

ARTICLE 4: PERMITTED USES

4.1. Permitted Uses. Tenant is permitted to use the Premises for a food bank serving the Auburn and surrounding populations. Subject to any of Landlord's insurance requirements that may exist now or in the future, as a supplementary use only, Tenant is also permitted to use the Premises for culinary arts workforce training, including cooking, cooking demonstrations, serving of meals, and storage of food and ancillary equipment as part of Tenant's services.

4.2. Use Limitations & Liability. Tenant agrees not to maintain in or around the Premises any activity or instrumentality dangerous to life or limb or to permit any objectionable noise or odor to escape or be emitted from the Premises or to permit anything to be done upon the Premises that would tend to create a nuisance or to disturb any other tenants of the Building. Tenant shall also keep the Premises and the areas of the Building around the Premises in a clean, neat, and orderly fashion. Tenant shall also be fully liable for any expense and damages to the Building, Property, guests thereof, or business interruption to other tenants of the Building resulting from Tenant's personal property on the Premises or Real Property.

Tenant is also expressly prohibited from administering medication treatment or needle exchange on the Premises without Landlord's consent which may be withheld at the Landlord's sole and absolute discretion.

ARTICLE 5: COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Tenant, at its sole cost and expense, shall comply with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements"). Except as permitted under Tenant's Permitted Uses, the Premises shall not be used as a place of public accommodation under the Americans with Disabilities Act or similar state statutes or local ordinances or any regulations promulgated thereunder, all as may be amended from time to time. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by legal requirements related to Tenant's specific use or occupation of the Premises. Except as permitted under Tenant's Permitted Uses, Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's insurance. If any increase in the cost of any insurance on the Premises, Building or the Real Property is caused by Tenant's use or occupation of the Premises,

or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord as Additional Rent.

ARTICLE 6

OPERATING EXPENSES & UTILITY COSTS

6.1 Tenant's Obligations. In addition to the Base Rent, Tenant shall pay to Landlord (i) Tenant's Share of Operating Expenses, and (ii) Tenant's Share of Utilities Costs (as defined below), which Operating Expenses and Utility Costs are incurred by Landlord on account of the ownership, operation and maintenance of the Building and Real Property during such Expense Year. An amount equal to one-twelfth (1/12) of the total Estimated Expenses, Taxes and Utilities outlined in the Estimate Statement, shall be paid in monthly installments to Landlord, together with the monthly Base Rent installments. For purposes hereof, "Tenant's Share" shall mean the percentage outlined in Summary Section 10 which was calculated by dividing the Rentable Area of the Premises outlined in Summary Section 6.1, by the total Rentable Area within the Building outlined in Section 10 of the Summary. Landlord reserves the right, in its sole discretion, to increase or decrease from time to time the total Rentable Area of the Building based upon Landlord's standard rentable area measurement standards used for the Building.

7.2 Definitions.

6.2.1. Base Year. *Intentionally Omitted.*

6.2.2. "Expense Year" shall mean each calendar year during the Term (or partial calendar year if the Term commences or ends on other than the first (1st) or last day of a calendar year).

6.2.3. "Operating Expenses". For the purposes of this Lease, with the exception of Utilities Costs (defined below) and costs charged directly to a specific tenant by Landlord, Operating Expenses are intended to be inclusive of all costs, including reasonable wages paid to staff of the Landlord, because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Building and the Real Property.

If Landlord replaces any of the categories of items listed in Sections 6.2.3.1 to 6.2.3.6 for which the cost of the replacement is not deductible as an expense in the year incurred according to generally accepted accounting principles ("GAAP"), Landlord shall amortize the cost of such replacement over its useful life, as reasonably determined by Landlord, and Tenant shall only be obligated to reimburse Landlord each year for Tenant's Share of such amortized cost. Landlord has no obligation to amortize repairs or maintenance items relating to the Major Items that are deductible in the year incurred in accordance with GAAP, and all such repair and maintenance costs shall be payable by Tenant to Landlord as Operating Expenses in the year incurred. Operating Expenses may include, but shall not be limited to, the following:

6.2.3.1. The cost of all insurance carried by Landlord in connection with the Building as reasonably determined by Landlord, or Washington Cities Insurance Authority ("WCIA") which may include without limitation, fire and extended coverage, property damage,

liability insurance and of any other insurance maintained by Landlord which insurance shall cover the use and operation of the Building, Common Areas, and/or Real Property, and which is customarily carried by landlords of comparable buildings in the area or is reasonably deemed prudent by Landlord or WCIA.

6.2.3.2. All costs and expenses of repairing, operating, and maintaining the heating, ventilating, and air conditioning (“HVAC”) system serving the Building, including the cost of all utilities required for its operation, as well as periodic preventive maintenance—such as quarterly inspections, filter replacements, and routine cleaning of blower assemblies and return and supply air grilles—shall be included as part of the Building’s Operating Expenses, regardless of whether the HVAC system serves common areas or a single tenant exclusively.

All costs and expenses incurred in making alterations or additions to the HVAC system as necessary to comply with applicable Laws shall likewise be included as Operating Expenses; provided, however, that if any such alteration or addition is required solely for the HVAC system serving a single tenant exclusively, such cost and expense shall not be considered an Operating Expense and shall be the sole responsibility of the benefiting tenant.

Notwithstanding the foregoing, any costs or expenses arising from repairs, service calls, replacements, or other maintenance required as a result of the use, misuse, or neglect of an HVAC system serving a single tenant exclusively shall not be considered Operating Expenses and shall be the sole responsibility of the benefiting tenant.

6.2.3.3. The costs of capital improvements and structural repairs and replacements made in or to the Building (i) in order to conform to changes subsequent to completion of the original construction of the Building in any applicable Laws (herein “Required Capital Improvements”), (ii) that are designed primarily to reduce Operating Expenses or to reduce the rate of increase in Operating Expenses (“Cost Savings Improvements”) and/or (iii) which are Conservation Costs (as defined below) and/or which are otherwise required in order for Landlord to operate the Building in a first-class manner (“Additional Capital Improvements”). The expenditures for Required Capital Improvements, Cost Savings Improvements and Additional Capital Improvements shall be reimbursed to Landlord in equal installments over such period as reasonably determined by Landlord, together with interest on the balance of the unreimbursed expenditure at a rate reasonably determined by Landlord; provided, however, the amount to be reimbursed for any Cost Savings Improvements shall be limited in any year to the estimated reduction or estimated savings in Operating Expenses as a result thereof.

6.2.3.4. All costs and expenses incurred by Landlord in providing standard services to all tenants of the Building, including management and/or incentive fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Building and Real Property. Any costs or expenses incurred by Landlord in providing standard services to benefit less than all tenants of the Building or the Landlord directly are not Operating Expenses.

6.2.3.5. All costs and expenses incurred by Landlord in operating, managing, repairing and maintaining the Building and Real Property, including all sums expended in connection with the Common Areas for general maintenance and repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services, window washing, sidewalks, curbs and Building signs, sprinkler systems, planting and landscaping, lighting, maintenance and repair of landscape sprinkler systems, lighting systems, emergency back-up utility systems, storm drainage systems and any other utility systems, personnel to implement such services and to police the Common Areas, rental of machinery and equipment used in such maintenance and services, police and fire protection services, trash removal services, all costs and expenses pertaining to snow and ice removal, security systems, premiums for workers' compensation insurance, wages, withholding taxes, social security taxes, fees for required licenses and permits, supplies, charges for management of the Building and Common Areas, and the costs and expenses of complying with, or participating in, conservation, recycling, sustainability, energy efficiency, waste reduction or other programs or practices implemented or enacted from time to time at the Building and/or Real Property, including, without limitation, in connection with any LEED (Leadership in Energy and Environmental Design) rating or compliance system or program, including that currently coordinated through the U.S. Green Building Council or Energy Star rating and/or compliance system or program (collectively, "Conservation Costs"). Costs and expenses incurred by Landlord in operating, managing, repairing and maintaining the Building and Real Property which are incurred exclusively for the benefit of specific tenants of the Building will be billed accordingly and will not be included within Operating Expenses.

6.2.3.6. The cost of parking area operation servicing the Building, including repair, restoration, and maintenance.

6.2.4. "Utility Costs" shall mean all actual charges for utilities for the Building and the Real Property which Landlord shall pay during any Expense Year, including, but not limited to, the costs of water, sewer, gas and electricity, and the costs of heat, ventilation, air conditioning and other utilities (but excluding those charges for which tenants directly reimburse Landlord or otherwise pay directly to the utility company) as well as related fees, assessments, measurement meters, and devices and surcharges. Utility Costs shall include any costs of utilities that are allocated to the Real Property under any declaration, restrictive covenant, or other instrument pertaining to the sharing of costs by the Real Property or any portion thereof, including any covenants, conditions, or restrictions now or hereafter recorded against or affecting the Real Property.

6.3. Calculating and Payment of Operating Expenses & Utility Costs.

6.3.1. Calculation of Variance. If for any Expense Year ending or commencing within the Lease Term, (i) Tenant's Share of Operating Expenses for such Expense Year varies from the amounts contained in the Estimated Statement, and (ii) Tenant's Share of Utilities Costs for such Expense Year varies from the amounts contained in the Estimated Statement (the "Variance"), then Tenant shall pay the Variance as additional Rent to Landlord, or Landlord shall apply the Variance for the benefit of the Tenant in the manner outlined in Section 6.3.2, below.

6.3.2. Statement of Actual Operating Expenses & Utilities Costs and Payment by Tenant. Landlord shall endeavor to give to Tenant on or before the first (1st) day of April

following the end of each Expense Year, a statement (the “Statement”) which shall state the actual Operating Expenses and Utilities Costs incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Variance. Within thirty (30) days after Tenant’s receipt of the Statement for each Expense Year during the Lease Term, Tenant shall pay to Landlord the full amount of the Variance underpayment for such Expense Year pursuant to Section 6.3.1 above. If any Statement reflects that the amount paid by Tenant to Landlord for such Expense Year is greater than the actual amount due for such Expense Year, then Landlord shall, at Landlord’s option, either (i) remit such Variance overpayment to Tenant within thirty (30) days after such applicable Statement is delivered to Tenant, or (ii) credit such Variance overpayment toward the additional Rent next due and payable to Tenant under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 6. Even though the Lease Term has expired and Tenant has vacated the Premises, if the Statement for the Expense Year in which this Lease terminates reflects that Tenant’s payment to Landlord of Variance for such Expense Year was greater than or less than the actual amount paid for such last Expense Year, then within thirty (30) days after Landlord’s delivery of such Statement to Tenant, Landlord shall refund to Tenant any such Variance overpayment, or Tenant shall pay to Landlord any such Variance underpayment, as the case may be. The provisions of this Section 6.3.2 shall survive the expiration or earlier termination of the Lease.

6.3.3. Statement of Estimated Operating Expenses & Utility Costs. Landlord shall endeavor, but not warrant to give Tenant a yearly expense estimate statement (the “Estimate Statement”) by January 1st of each year which shall set forth Landlord’s reasonable estimate (the “Estimate”) of the Tenant’s Share for the forthcoming Expense Year of (i) the total amount of Operating Expenses allocated to the tenants of the Building pursuant to Section 6.2.3 above, and (ii) the total amount of Utility Costs allocated to the tenants of the Building pursuant to Section 6.2.4 above, and Tenant’s Share of such Operating Expenses and Utility Costs for the then-current Expense Year shall be payable as additional Rent (the “Estimated Expenses and Utilities”). The Estimate Statement for the Premises at the time of commencement is described in Summary Section 10.1. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Expenses, and Utilities under this Article 6. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Expenses, Taxes and Utilities set forth in the previous Estimate Statement delivered by Landlord to Tenant.

ARTICLE 7: UTILITIES

7.1 Utilities. Tenant has fully investigated the utility services available at the Premises and accepts them in their present condition. Tenant shall pay all separately metered utility charges directly. If any utilities are not separately metered, Tenant shall reimburse Landlord for Tenant’s pro-rata share of the cost of such utilities, as Landlord shall reasonably determine, within thirty (30) days following receipt of an invoice.

7.2 Separate Metering. Notwithstanding the foregoing provisions of this Section 7 to the contrary, Landlord shall have the right to cause some or all of the electricity, water and/or other utilities to be separately metered for the Premises (after giving Tenant at least thirty (30) days advance notice of its intent to do so), and Tenant shall pay for the cost of all such utilities so separately metered, or which are billed directly to Tenant, within ten (10) days after Tenant's receipt of Landlord's invoice, in which event Utility Costs for the Expense Year shall be equitably reduced to exclude all such utilities provided to the Premises and to the other premises of the Building leased to other tenants in the Building. In the event that a portion of the Building is leased to a third party, Landlord shall use commercially reasonable efforts to cause all utilities (including electricity, water and natural gas, to the extent possible and customary) to be separately metered for the Premises.

7.3 Utility Service Availability; Interruption of Services. Tenant may operate any HVAC/furnace and lighting serving the Premises during all hours Tenant conducts business in the Premises. Tenant agrees that Landlord shall not be liable for any damage, loss or expense incurred by Tenant by reason of any interruption or failure of utilities and services not caused by Landlord. Landlord may, with notice to Tenant (advance notice of 48 hours whenever Landlord may reasonably provide such notice), or without notice in case of emergency, shut off or discontinue utilities and services when such actions are necessary to make repairs or alterations. No such action shall be construed as an eviction or disturbance of possession by Landlord nor relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of revenue, profits, or business product or productivity, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as described in this Article 7.

ARTICLE 8: MAINTENANCE & REPAIRS

8.1. Tenant's Responsibilities. Tenant, at its sole cost and expense, shall maintain the Premises and keep the same in good order, condition, and repair, including, without limitation, all improvements, fixtures, window coverings, exterior glass fronts and windows, furnishings, systems, and equipment (including, without limitation, plumbing fixtures and equipment such as dishwashers, garbage disposals, and both supplemental and regular HVAC systems serving the Premises exclusively), as well as the floor coverings and the concrete slab foundation of the Building on which the Premises is located.

Upon the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in good condition, meaning that all equipment and systems shall be in proper working order and all fixtures and coverings shall be intact, ordinary wear and tear excepted. Tenant shall also be responsible for providing and paying for all janitorial services and supplies necessary to properly maintain the Premises.

Except for damage covered under Section 12, if Tenant fails to make or commence the required repairs or replacements within ten (10) calendar days after receiving a written "Repair or Replace Notice" from Landlord, Landlord shall have the right, but not the obligation, to enter the

Premises and make such repairs or replacements. In such event, Tenant shall reimburse Landlord, as Additional Rent, for the total cost of such work, including all taxes, fees, and other costs incurred by Landlord, plus an administrative and management fee equal to ten percent (10%) of the total cost.

Landlord shall also have the right to enter the Premises at all reasonable times to make any repairs, alterations, improvements, or additions to the Premises, the Building, or any equipment located therein, as Landlord deems necessary or desirable, or as may be required by any governmental or quasi-governmental authority, court order, or decree. Tenant hereby waives and releases any right to make repairs at Landlord's expense under any applicable Laws.

8.2. Landlord's Responsibilities. Landlord shall, at its sole cost and expense (except as otherwise provided in this Lease), maintain, repair, and replace the Building and its structural components in a good, clean, and safe condition, consistent with the standards of comparable buildings of similar class in the Auburn, Washington area. Landlord's maintenance, repair, and replacement obligations shall include, without limitation, the roof, foundation, exterior walls (excluding exterior glass portions located within the Premises, which shall be maintained by Tenant), interior structural walls, and all structural components of the Building. Landlord shall also be responsible for periodic preventive maintenance of the Building's HVAC systems (including, by way of example, quarterly inspections, filter replacements, and routine cleaning of blower assemblies and return and supply air grilles), as well as for the maintenance, repair, and replacement of all Building systems—mechanical, electrical, and plumbing—up to the point of connection to the Premises (expressly excluding any systems, components, or equipment located within or serving only the Premises, except as otherwise provided in Section 8.1).

If at any time during the Term such maintenance, repairs, or replacements are required, Landlord shall perform them promptly following notice from Tenant, and shall do so in a manner that does not unreasonably interfere with Tenant's operations within the Premises. If Landlord fails to commence such required work within fifteen (15) calendar days after receiving written notice from Tenant, Tenant shall have the right, but not the obligation, to perform such repairs on Landlord's behalf, and Landlord shall reimburse Tenant for the reasonable and documented costs thereof within thirty (30) days after receipt of written demand and supporting documentation.

ARTICLE 9: **TENANT IMPROVEMENTS, ALTERATIONS, & ADDITIONS**

9.1. Landlord's Consent Required. Tenant may make alterations and/or improvements to the Premises both prior to and after the Commencement Date, provided however that all improvements and alterations shall i) be subject to the requirements and obligations outlined in **Exhibit D**, and ii) approved by Landlord through written consent. Landlord shall have 30 calendar days from delivery by Tenant of all design drawings associated with the alterations or improvements to provide their written consent, which shall not be unreasonably withheld. If no notice of disapproval is given to Tenant by 5:00pm on the thirtieth day calendar day, consent will be deemed given. In no event, however, shall Tenant alter the exterior of the Premises, except as provided in this Section 9, or Section 21.17, or make any change or alteration which would impair

the structural soundness of the Building. Upon obtaining such consent, Tenant shall cause the work to be done promptly and in good and workmanlike manner and in accordance with the plans and specifications submitted to, and approved by, Landlord. Landlord's consent notwithstanding, all work shall be performed in accordance with all applicable Laws and permits and as expressly provided in **Exhibit D** where such alterations, additions and improvements are defined to be Tenant Improvements. All work performed and materials supplied shall be performed or supplied only by contractors approved by Landlord, and Landlord shall have the right to grant such approval conditionally or to withdraw the same at any time. Landlord's approval thereunder shall create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with all Laws regarding the alterations.

9.2. Wi-Fi Network. If Tenant desires to install a wireless intranet, internet or any data or communications network in the Premises (collectively, "Wi-Fi Network"), Tenant shall use such Wi-Fi Network so as not to cause any interference to other tenants in the Building or Real Property or with any other tenant's communication equipment, and not to damage the Building or Real Property or interfere with the normal operation of the Building or Real Property. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, costs, damages, expenses and liabilities (including attorneys' fees) (collectively, the "Claims") arising out of Tenant's failure to comply with the provisions of this Section 9.2, except to the extent the Claims are caused by the gross negligence or willful misconduct of Landlord and are not insured or required to be insured by Tenant under this Lease. Should any interference occur, Tenant shall take all necessary steps as soon as reasonably possible, but no later than three (3) calendar days following such occurrence, to correct such interference. If such interference continues after such three (3) day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant acknowledges that Landlord has granted and/or may grant telecommunication rights to other tenants and occupants of the Building or Real Property and to telecommunication service providers, and in no event shall Landlord be liable to Tenant for any interference to the Wi-Fi Network. Landlord makes no representation that the Wi-Fi Network shall be able to receive or transmit communication signals without interference or disturbance.

Tenant shall (i) promptly pay any tax, license or permit fees charged pursuant to any Laws in connection with the installation, maintenance or use of the Wi-Fi Network and comply with all precautions and safeguards recommended by all governmental authorities, (ii) pay for all necessary repairs, replacements to or maintenance of the Wi-Fi Network, and (iii) be responsible for any modifications, additions or repairs to the Building or Real Property, including without limitation, Building or Real Property systems or infrastructure, which are required by reason of the installation, operation or removal of Tenant's Wi-Fi Network. Should Landlord be required to retain professionals to research any interference issues that may arise and confirm Tenant's compliance with the terms of this Section 9.2, Tenant shall reimburse Landlord within 20 days after the date which Landlord submits to Tenant an invoice for the costs incurred by Landlord in connection with Landlord's retention of such professionals, the research of such interference issues and confirmation of Tenant's compliance with the terms of this Section 9.2. All invoices shall include a 10% administration and management fee in addition to any actual costs incurred by Landlord. This reimbursement obligation is in addition to, and not in lieu of, any rights or remedies Landlord may have in the event of a breach or default by Tenant under this Lease.

9.3. Surrender at End of Term. Any alterations, additions and improvements made by Tenant on the Premises, excepting Tenant's trade fixtures, shall immediately become the property of Landlord and remain upon, and be surrendered with, the Premises at the expiration or earlier termination of the Lease, unless prior to the expiration or earlier termination of the Lease Landlord provides written notice to Tenant to remove the same. In such case, Tenant shall remove the same on or before the expiration of the Lease and repair any damage resulting from such removal. Upon the expiration of the Lease, or any sooner termination, Tenant shall remove all of its personal property and any cabling and wiring (including cabling and wiring associated with the Wi-Fi Network) from the Premises and repair all damage resulting from such removal; provided, however, if prior to the expiration or earlier termination of the Lease Landlord provides written notice to Tenant to surrender the cabling and wiring with the Premises upon the expiration or earlier termination of the Lease, Tenant shall not remove such cabling and wiring. If Tenant fails to complete any such removal work and/or to repair any damage caused by such removal work pursuant to the foregoing, Landlord may do so and charge the cost thereof to Tenant (together with a 10% administration/management fee), and Tenant shall reimburse Landlord for such costs within thirty (30) days after receipt of such invoice.

9.4. Manner of Construction. Landlord may impose certain requirements upon Tenant as a condition of its consent to any alterations, additions or repairs of the Premises ("Alterations"). Such requirements may include, but not be limited to, the requirement for Tenant to utilize only contractors, subcontractors, materials, mechanics and materialmen (or any combination thereof) approved by Landlord (in Landlord's sole discretion). As part of Landlord's approval (if granted), Landlord may also require Tenant to remove such Alterations upon the expiration or any early termination of the Lease. Removal of said Alterations, if required shall be done at Tenant's expense. If Landlord's consent is silent on the subject of removal, the Tenant shall not need to remove the Alteration. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with all applicable Laws and required permits. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required changes to the "Base Building," as that term is defined below, then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "Base Building" shall include the structural portions of the Building, and the systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. In the course of constructing, repairing, or maintaining any such Alterations, Tenant shall not unreasonably obstruct access to the Building or any portion thereof, by any other tenant of the Building, or unreasonably obstruct the business of Landlord or other tenants in the Building. In addition to Tenant's obligations under Article 9 of this Lease, Tenant shall deliver to the Landlord a reproducible copy of the "as built" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

9.5. Payment for Work. Tenant shall pay all costs of any such Alterations or work promptly to avoid the assertion of any mechanic's or materialman's lien. Tenant shall discharge, by bonding, payment or other means, any mechanic's lien filed against the Premises, the Building or the Real Property within thirty (30) days after the receipt of notice thereof and shall promptly inform Landlord of any such notice. If the lien is not discharged within said thirty (30) day period, Landlord shall have the right, but not the obligation, to discharge said lien by payment, bonding

or otherwise, and the costs and expenses to Landlord of obtaining such discharge shall be paid to Landlord by Tenant on demand as additional Rent.

9.6. Tenant Acknowledgement. Tenant acknowledges that in performing any improvements or alterations to the Premises, Tenant is not acting as the agent of Landlord and that no labor, professional services, materials, or equipment for the improvement of the Premises or Real Property are being furnished at the insistence of Landlord.

9.7. Construction Insurance. In addition to the requirements of Article 10 of this Lease, prior to the commencement of any Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's Risk" and any other insurance as Landlord may reasonably require covering the construction of the Alterations in an amount approved by Landlord. Tenant shall further be responsible for insuring said Alterations upon completion thereof pursuant to Article 10 of this Lease. Tenant's contractors and subcontractors shall also be required to carry Commercial General Liability Insurance in an amount approved by Landlord and otherwise subject to the requirements of Article 10 of this Lease. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of said Alterations and naming Landlord as a co-obligee.

ARTICLE 10: **INSURANCE**

10.1. Insurance Term. The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to the Property which may arise from or in connection with the Tenant, its employees, customers, guests, or volunteers' operation and use of the Premises.

10.2. No Limitation. Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

10.3. Tenant's Minimum Scope of Insurance. The Tenant shall obtain insurance of the types and coverage described in sections 10.3.1, 10.3.2, and 10.3.5 below:

10.3.1. Commercial General Liability. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability as well as claims of bodily injury, personal injury, and property damage on a per location basis. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

10.3.2. Commercial Property Insurance. Commercial Property Insurance covering (i) all office furniture, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise, alterations and improvements and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, (ii) the "Tenant

Improvements,” as that term is defined in the Tenant Work Letter, and any other improvements which exist in the Premises as of the Commencement Date (excluding the Base Building) (the “Original Improvements”), and (iii) all other improvements, alterations and additions to the Premises. Such insurance shall be written on an “all risks” of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

10.3.3. Worker’s Compensation. Worker’s Compensation and Employers Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.3.4. Loss of Income. Loss of income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of loss of access to the Premises or to the Building as a result of such perils.

10.3.5. Commercial Auto Liability. Such insurance shall cover liability arising out of owned, hired and non-owned autos. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the current edition of the ISO form. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability insurance obtained by Tenant.

10.4. Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

Commercial General Liability	\$2,000,000 each occurrence \$2,000,000 general aggregate
Bodily Injury and Bodily Injury and Property Damage Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate No coinsurance provision
Personal Injury Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate 0% Insured participation
Commercial Auto Liability	\$1,000,000 each accident for bodily injury and property damage

Property Insurance

Written to cover the full value of
Tenant's property and improvements
with no coinsurance provisions

10.5. Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 10.3.1 – 10.3.5 of this Lease; (iii) be issued by an insurance company having a rating of not less than A:VII in Best's Insurance Guide and licensed to do business in the State of Washington; (iv) be primary and noncontributory insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) be in form and content reasonably acceptable to Landlord; (vi) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord; (vii) contain a cross-liability endorsement or severability of interest clause reasonably acceptable to Landlord; and (viii) with respect to the insurance and amounts required in Section 10.4 above, Tenant's deductible amounts shall not exceed \$25,000.00. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Commencement Date and at least twenty (20) days before the expiration dates thereof. Further, Landlord shall have the right, from time to time, to request copies of policies of Tenant's insurance required hereunder, which Tenant shall thereafter provide within ten (10) business days. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates of insurance, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) business days after delivery to Tenant of bills therefor.

10.6. Waiver of Subrogation. Tenant agrees to waive rights of subrogation which any insurer of Tenant may acquire from Tenant by virtue of the payment of any loss. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The General Liability and Workers' Compensation policies shall be endorsed with a waiver of subrogation in favor of the Landlord for all work performed by the Tenant, its employees, agents, volunteers, contractors, and subcontractors.

10.7. Failure of Tenant to Maintain Insurance. Tenant's failure to maintain the insurances required shall constitute a material breach of this Lease, upon which the Landlord may, after giving Tenant five (5) business days' notice to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Landlord as additional Rent.

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

10.9. Landlord's Property Insurance. Landlord shall purchase and maintain during the term of the Lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

ARTICLE 11: INDEMNITY

11.1. Tenant Indemnification & Waiver. Except to the extent caused by the negligence or willful misconduct of Landlord, Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, Building, or Property from any cause whatsoever (including, but not limited to, any personal injuries resulting from a slip and fall in, upon or about the Premises, Building, or Property) and agrees that Landlord, its officers, officials, employees, volunteers, and agents (collectively, "Landlord Parties") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. Tenant shall further defend, indemnify, and hold harmless Landlord Parties 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 Tenant's use or occupation of the Premises, Building, or Property, or from the conduct of Tenant's business, or any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, Building, or Property, unless such claims, suits, actions, or liabilities are due to the negligence or willful misconduct of Landlord. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, unless such suit is caused by the negligence or willful misconduct of the Landlord, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, its actual professional fees such as reasonable appraisers', accountants' and attorneys' fees.

11.2. Indemnification of Other Tenants. Tenant shall indemnify and save harmless all other tenants of the Building from any loss or damage caused to the Building owing to the leakage or escape of water, gas or other substances from any pipes, machinery, or equipment installed by Tenant within the Building.

11.3. Landlord Indemnification & Waiver. Except to the extent caused by the negligence and willful misconduct of Tenant, Landlord shall indemnify, defend, protect, and hold harmless Tenant, its partners, and their respective officers, agents, servants, employees, and independent contractors (collectively, "Tenant Parties") from any and all loss, cost, damage, expense and liability (including, without limitation, reasonable attorneys' fees) arising from the negligence or willful misconduct of Landlord in, on or about the Building or Real Property.

11.4. Limitation of Liability. Except in the event of negligence or willful misconduct of Landlord, Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises caused by, or resulting from, fire, steam, electricity, gas or water, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether said damage or injury results from conditions arising upon

the Premises or upon other portions of the Building of which the Premises are a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building. In no event shall Landlord be liable for consequential damages.

11.5. Waiver. Notwithstanding anything to the contrary set forth in this Lease, either party's agreement to indemnify the other party as set forth in this Section 11 shall be ineffective to the extent the matters for which such party agreed to indemnify the other party are covered by insurance required to be carried by the non-indemnifying party pursuant to this Lease. Further, Tenant's agreement to indemnify Landlord and Landlord's agreement to indemnify Tenant pursuant to this Section 11 is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried pursuant to the provisions of this Lease, to the extent such policies cover, or if carried, would have covered the matters, subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. Tenant hereby agrees that it shall not assert any industrial insurance immunity rights pursuant to Title 51 RCW (as the same may be amended, substituted or replaced) if such assertion would be inconsistent with or otherwise impair Landlord's right to indemnification under this Section 11, and, accordingly, hereby waives all such industrial insurance immunity rights. The foregoing waiver of industrial insurance immunity rights was specifically negotiated by Landlord and Tenant and is solely for the benefit of the Landlord and Tenant, and their successors and assigns, under the Lease, and is not intended as a waiver of Tenant's rights of immunity under such industrial insurance for any other purposes. If and only to the extent RCW 4.24.115 is deemed to apply to all or any part of this Lease then the indemnities set forth in this Lease shall be limited such that: (i) Tenant is not indemnifying Landlord for damages arising out of bodily injury to persons or damage to property caused by, or resulting from, the sole negligence of Landlord or its agents or employees; and (ii) any indemnity against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from, the concurrent negligence of (A) Landlord or its agents or employees, and (B) Tenant or its agents, employees, or volunteers, is valid and enforceable only to the extent permitted under RCW 4.24.115. The parties hereby acknowledge that the foregoing waiver was mutually negotiated by the parties. The provisions of this Section 11 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

ARTICLE 12: **DAMAGE, DESTRUCTION & BUSINESS INTERRUPTIONS**

12.1. Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas of the Building serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 12, restore the structural components of the Premises and such Common Areas. Such restoration shall be to substantially the same condition of the structural components of the Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other Laws with respect to the Property and/or the

Building, or any other modifications to the Common Areas deemed desirable by Landlord. Upon the occurrence of any damage to the Premises, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3 and 10.4 above pertaining to all tenant improvements and fixtures in the Premises (but not Tenant's personal property), and Landlord shall repair any damage to the tenant improvements installed in the Premises and shall return such tenant improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. Notwithstanding anything to the contrary herein, in no event shall Landlord be obligated to repair or restore any specialized or dedicated equipment serving Tenant, such as any cabling, wiring, supplemental utility system or telephone system or Wi-Fi Network. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided, however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant a proportionate abatement of Base Rent and Tenant's Share of Operating Expenses and Utility Costs, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied and used by Tenant as a result thereof.

12.2. Landlord's Option to Repair. Notwithstanding anything to the contrary in Section 12.1, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing ("Notice of Termination Pursuant to Lease Section 12.2") of such termination within sixty (60) days after Landlord becomes aware of such damage. Landlord may only elect to issue a Notice of Termination Pursuant to Lease Section 12.2 if the Building was damaged by fire or other casualty or cause, and one of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date of such damage (when such repairs are made without the payment of overtime or other premiums); or (ii) Landlord's insurance policies do not fully cover the damage; or (iii) the damage or destruction to the Premises or the Building occurs during the last 24 months of Tenant's then existing Term. Any such Notice of Termination Pursuant to Lease Section 12.2 shall include a termination date providing Tenant up to ninety (90) days to vacate the Premises. If the Premises or the Building is destroyed or damaged to any substantial extent during the last 24 months of Tenant's existing Term, then notwithstanding anything contained in this Article 12, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after Landlord becomes aware of such damage. In such event, this Lease shall cease and terminate as of the date of such notice. Upon any such termination of the Lease pursuant to this Section 12.2, Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and both parties hereto shall thereafter be discharged from all further obligations under this Lease arising after such termination, except for those obligations which expressly survive the expiration or earlier termination of the Lease.

12.3. Waiver of Statutory Provisions. The provisions of this Lease, including this Article 12, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, any or part of the Premises, the Building or any other portion of the Real Property, and any statute or regulation of the state in which the Building is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Real Property.

ARTICLE 13: COVENANT AGAINST LIENS

Tenant shall keep the Building and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees) arising out of same or in connection with. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional Rent under this Lease payable within ten (10) days following demand and does not limit or restrict Landlord from seeking other remedies available under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act that shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract.

ARTICLE 14: ASSIGNMENT & SUBLETTING

14.1. Transfers. Tenant shall not (a) voluntarily or by operation of law, assign, encumber or transfer any of Tenant's interest in this Lease; and (b) without the prior written consent of Landlord, voluntarily or by operation of law, sublet or license any part of Tenant's interest in this Lease or in the Premises or permit any part of the Premises to be used or occupied by any person other than Tenant, its employees, customers and others having lawful business with Tenant (all of the foregoing under this subsection (b) are hereinafter sometimes referred to collectively as "Transfers" and any person or entity to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include: (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Premises to be transferred (the "Subject Space"); (iii) all of the terms of the proposed Transfer and the consideration thereof, including a calculation of the Profit Rental (as defined below), in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing operative documents to be executed to evidence such Transfer

or the agreements incidental or related to such Transfer; and (iv) for all other Transferees current financial statements pertaining to the proposed Transferee certified by an officer (if the Transferee is a non-profit corporation the financial statements may be limited to IRS Form 990 most recently filed by the Transferee with the IRS and its current bank and brokerage statements), partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require.

14.2. Landlord's Consent. Upon due consideration of the Permitted Uses, Landlord shall not unreasonably withhold its consent to any proposed Transfer on the terms specified in the Transfer Notice. The parties agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent: (i) in Landlord's sole judgment, the Transferee is of a character or reputation or engaged in business which is consistent with, or complimentary to the Landlord's other tenants; (ii) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease; (iii) in Landlord's judgment, the Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space; (iv) in Landlord's judgment, on the date consent is requested the Transferee does not appear able to sustainably continue its operations even with financial or other assistance to be provided to it by the Tenant; (v) the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease; (vi) the terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); (vii) in Landlord's sole judgement the Transferee's business, operations, or services do not fit with the "One Stop Shop" social service approach serving the citizens of Auburn which is the primary focus of the Property; or (viii) either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (A) occupies space in the Building at the time of the request for consent (B) is negotiating with Landlord to lease space in the Building at such time, or (C) has negotiated with Landlord during the twelve (12) month period immediately preceding the Transfer Notice.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2, Tenant may, within six (6) months after Landlord's consent, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 above, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (1) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (2) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14. Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a suit for contract damages

(other than damages for injury to, or interference with, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed Transferee.

14.3. Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in a form reasonably acceptable to Landlord and (iv) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. In the event that Tenant subleases all or any portion of the Premises in accordance with the terms of this Article 14, Tenant shall cause such subtenant to carry and maintain the same insurance coverage terms and limits as are required of Tenant, in accordance with the terms of Article 10 of this Lease.

14.4. Occurrence of Default. Any Transfer shall be subordinate and subject to the provisions of this Lease, and if this Lease is terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease after the expiration of any applicable notice and cure period, Landlord is hereby irrevocably authorized to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any Transfer the Transferee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of Rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

ARTICLE 15: TENANTS DEFAULT

15.1. Definition. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

15.1.1. Any failure by Tenant to pay when due any Rent or any other monetary sums required to be paid thereunder, which failure continues for five (5) business days after written

notice thereof from Landlord; provided, however, that Tenant shall not be entitled to more than two (2) notices for monetary defaults during any consecutive 12 month period, and if, after two (2) such notices, any Rent or other sum is not paid when due, a default and breach of this Lease shall be considered to have occurred without further notice; provided, further, that any such notice given pursuant to this Section 15.1.1 shall be in lieu of, and not in addition to, any statutory notice required under applicable Laws.

15.1.2. Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 15.1.2, any failure by Tenant to observe and perform any other provisions of this Lease to be observed or performed by Tenant within 15 days after notice thereof has been provided to Tenant by Landlord, or if performance is not possible within said period, any failure of Tenant to commence performance within said period and to diligently prosecute such performance to completion.

15.1.3. Intentionally creating or permitting a nuisance which is not abated within 5 days after written notice thereof from Landlord.

15.1.4. Abandonment of all or a substantial portion of the Premises by Tenant

15.1.5. The failure by Tenant to observe or perform according to the provisions of Section 21.1 or Article 17 of this Lease where such failure continues for more than five (5) business days after notice from Landlord.

15.1.6. If Tenant, or any guarantor of Tenant's obligations under this Lease ("Guarantor"): (i) admits in writing that it cannot meet its obligations as they become due; (ii) is declared insolvent according to any Law; (iii) makes or attempts to make an assignment of Tenant's or Guarantor's property for the benefit of creditors; (iv) a receiver or trustee is appointed for Tenant or Guarantor or its property; (v) the interest of Tenant or Guarantor under this Lease is levied on under execution or other legal process; (vi) any petition is filed by or against Tenant or Guarantor to declare Tenant bankrupt or to delay, reduce or modify Tenant's debts or obligations; or (vii) any petition is filed or other action taken to reorganize or modify Tenant's or Guarantor's capital structure, if Tenant or Guarantor is a corporation or other entity; any such levy, execution, legal process or petition filed against Tenant or Guarantor shall not constitute a breach of this Lease provided Tenant or Guarantor shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within sixty (60) days from the date of its creation, service or filing.

15.1.7. The taking of this Lease or Tenant's interest under a writ of execution.

Notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by Law.

15.2. Interest on Unpaid Sums. If any Rent, or any other monetary sum required to be paid thereunder by Tenant to Landlord, is not paid within thirty (30) days from being due, such sum shall accrue interest from the date due (not the thirty (30) days from which the Landlord has

the right to charge said interest) until received at the rate (the "Interest Rate") which is the lower of (i) the highest rate permitted by applicable Law or (ii) eighteen percent (18%) per annum.

15.3. Remedies. In the event of any such default or breach by Tenant, Landlord may at any time thereafter pursue, without limiting Landlord in the exercise of any other right or remedy which Landlord may have at law or in equity (all of which remedies shall be distinct, separate and cumulative), any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

15.3.1. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrears in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

- I.** Any earned but unpaid Rent under this Lease owing to Landlord at the time of termination;
- II.** The amount of Base Rent and leasehold excise tax Landlord would receive following the date of termination for a period of thirty-six (36) months, or the expiration of the existing Term, whichever is less;
- III.** The amount of Additional Rent for a period of thirty-six (36) months, or the expiration of the existing Term, whichever is less, assessed at the then-existing rate as of the date of termination. Landlord shall have no duty to reconcile the Additional Rent collected under this provision against actual costs. Landlord and Tenant agree that these funds are forfeited to Landlord;
- IV.** Any other such amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law, provided that damages associated with loss of Rent shall be limited to the amounts measured is I – III, above.

Upon termination of the Lease by Landlord and surrender of Premises by Tenant, Landlord shall use commercially reasonable efforts to re-let the Premises and otherwise mitigate its damages by the Tenant under this Lease, however, in no respect will Landlord's efforts to mitigate its damages effect the sums owed to it under provisions I – III above.

15.3.2. If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may continue the Lease in effect (whether or not Tenant has abandoned or vacated the Premises) and, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

15.3.3. Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available

under Sections 15.3.1 and 15.3.2 above, or any Law or other provision of this Lease), without prior demand or notice except as required by applicable Law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

15.4. Subleases of Tenant. If Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 15, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

15.5. Late Charges. Tenant hereby acknowledges late payment by Tenant to Landlord of Rent and other sums due thereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee by 5:00 p.m on the tenth (10th) day of the month when due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE 16: **CONDEMNATION**

If the whole or any material part of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises or Building, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord with respect to the Building or Real Property, and such

claim is payable separately to Tenant. Notwithstanding anything in this Article 16 to the contrary, Landlord and Tenant shall each be entitled to receive fifty percent (50%) of the “bonus value” of the leasehold estate in connection therewith, which bonus value shall be equal to the difference between the Rent payable under this Lease and the sum established by the condemning authority as the award for compensation for the leasehold. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Notwithstanding anything to the contrary contained in this Article 16, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and additional Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 17: SUBORDINATION

17.1. Subordination. This Lease, at Landlord’s option, shall be subject and subordinate to the liens of any, bonds, mortgages, or deeds of trust and to any ground leases now or hereafter placed on or against the land or improvements, or either thereof, of which the Premises are a part, or on or against Landlord’s interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. If any mortgagee or trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or ground lease and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or ground lease.

17.2. Subordination Agreements. Tenant covenants and agrees to execute and deliver within ten (10) business days of request by Landlord, without charge therefor, such further instruments evidencing such subordination of this Lease to the lien of any such ground leases, mortgages, deeds of trust, or bond as may be required by Landlord. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage, bond holder, or if any ground lease is terminated, to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the lessor under this Lease. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

ARTICLE 18: QUIET ENJOYMENT

Landlord agrees Tenant, upon paying Rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Lease Term hereof, subject, however, to the terms, covenants, conditions and agreements herein referring to subordination and condemnation.

ARTICLE 19: DELAYS

Whenever Landlord shall be delayed or restricted due to no fault of Landlord in the performance of any obligation of Landlord herein (including any obligation with respect to the provision of any service or utility or the performance of work or repairs) by reason of Landlord's inability to obtain materials, services or labor required for such performance or by reason of any Law, or by reason of any other cause beyond Landlord's control, Landlord shall be entitled to extend the time for such performance by a time equal to the extent of the delay or restriction, and Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

ARTICLE 20: NON-DISCRIMINATION

20.1. Tenant for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, sex, sexual orientation, age, disability, national origin, religion, or military status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, sex, sexual orientation, age, disability, national origin, religion, or military status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

20.2. Tenant shall provide its accommodations, services, and products on a fair and equitable basis to all users, without engaging in unjust or discriminatory practices. All pricing shall be fair, reasonable, and not unjustly discriminatory in accordance with applicable federal and state laws, including but not limited to the Robinson-Patman Act (15 U.S.C. § 13), the Federal Trade Commission Act, the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Washington Law Against Discrimination (RCW 49.60). Notwithstanding the foregoing, the Tenant may offer reasonable and non-discriminatory discounts, rebates, or other similar price reductions to volume purchasers, provided such practices comply with the aforementioned laws and do not adversely affect competition or unlawfully discriminate against protected classes.

20.3. Noncompliance with any part of Article 20 shall constitute a material breach thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the Landlord or the United States, either or both said Governments shall have the right to judicially enforce the provisions of said Article 20.2.

20.4. Tenant agrees that it shall insert Articles 20.1 – 20.3 in any lease, license, or sublease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

ARTICLE 21: GENERAL PROVISIONS

21.1. Estoppel Certificates. Tenant shall, at any time, upon not less than five (5) business days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying this Lease is unmodified and in full force and effect (or if modified, stating the nature of the modification) and the date to which the Rent is paid in advance, (ii) acknowledging there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord thereunder or specifying such default if any exist, and (iii) containing such other information reasonably requested by Landlord or Landlord's mortgagee or Landlord's prospective mortgagees or buyers. If Tenant fails to execute and deliver such statement within five (5) business days, it shall be deemed conclusively to have acknowledged the accuracy of the matter set forth in Landlord's statement. Upon request from time to time, Tenant agrees to provide to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements for Tenant, dated no earlier than one (1) year prior to such written request, certified as accurate by Tenant or, if available, audited financial statements prepared by an independent certified public accountant with copies of the auditor's statement. If any Guaranty is executed in connection with this Lease, Tenant also agrees to deliver to Landlord, within ten (10) days after Landlord's delivery of written request therefor, current financial statements of the Guarantor in a form consistent with the foregoing criteria.

21.2. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee.

21.3. Captions. Article and paragraph captions are for convenience only and are not a part of this Lease and shall not be used for interpretation or construction of this Lease.

21.4. Time of Essence. Time is of the essence hereof. Unless otherwise stated herein, any proposed or required time period of five (5) days or less shall mean business days and any proposed or required time periods of six (6) days or more shall mean calendar days, including Federal Holidays and weekends. For periods going by business days, when ending on a weekend or Federal Holiday, the time period shall extend to the next business day and business days shall end at 5:00 P.M, Pacific Time.

21.5. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21.6. Entire Agreement. This Lease, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Premises and there are no oral agreements or representations between the parties with respect to the subject matter hereof. This Lease supersedes and cancels all prior agreements and understandings with respect to the subject matter hereof. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

21.7. Recording. This Lease shall not be recorded and any recordation shall be a breach under this Lease.

21.8. Waiver. No provision of this Lease shall be deemed waived by either party unless expressly waived in a writing. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment. Tenant's payment of any Rent hereunder shall not constitute a waiver by Tenant of any breach or default by Landlord under this Lease nor shall Landlord's payment of monies due Tenant hereunder constitute a waiver by Landlord of any breach or default by Tenant under this Lease.

21.9. Force Majeure. Any delay in the performance of any obligation under this Lease shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, strikes, lockouts, and orders of military authority; provided, however, the foregoing shall not excuse Tenant from the timely payment of Base Rent, Additional Rent or other sums due hereunder, when due.

21.10. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assigning or subletting by Tenant and subject to the provisions for the transfer of Landlord's interest, this Lease shall bind the parties, their successors and assigns. This Lease shall be governed by the laws of the State of Washington.

21.11. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the consent of Landlord, such tenancy shall

be from month-to-month only, and not a renewal hereof or an extension for any further term, on the same terms and conditions as provided herein, except only as to the Term; provided, however, during such period as a tenant from month-to-month, Tenant shall pay Base Rent at double the rate payable for the month immediately preceding the date of termination of this Lease and, in addition, Tenant shall reimburse Landlord for all damages sustained by it by reason of Tenant's occupying the Premises past the termination date. If Tenant's occupation of the Premises continues for more than sixty (60) days past the termination date, Landlord shall also be entitled to consequential as well as direct damages from the termination date.

21.12. Entry by Landlord. Landlord and its agents shall have the right to enter the Premises at all reasonable times (without notice in the event of emergency and if no emergency and it is reasonable 24 hours notice) for the purpose of examining or inspecting the same and any other services to be provided by Landlord or Tenant thereunder, to show the same to prospective purchasers of the Building and make such alterations, repairs, improvements or additions to the Premises or to the Building of which they are a part as Landlord may deem necessary or desirable. Tenant shall permit Landlord to show the Premises to prospective tenants during the last six (6) months of the Term hereof or any renewal thereof. If Tenant shall not be personally present to open and permit an entry into the Premises at any time when such entry by Landlord is necessary or permitted thereunder, Landlord may enter by means of master key without liability to Tenant except for any failure to exercise due care for Tenant's property, and without affecting this Lease. If, during the last month of the Term hereof, Tenant shall have removed substantially all of its property from the Premises, Landlord may immediately enter and alter, renovate and redecorate the Premises without elimination or abatement of rent or incurring liability to Tenant for any compensation.

21.13. Corporate Authority. If Tenant is a corporation, limited liability company or partnership, each individual executing this Lease on behalf of Tenant represents and warrants he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the by-laws, duly adopted Board of Directors resolution or other governing documents of said entity, and this Lease is binding upon Tenant in accordance with its terms. Tenant hereby confirms that it is not in violation of any executive order or Law which prohibits terrorism or transactions with suspected or confirmed terrorists or terrorist entities or with persons or organizations that are associated with, or that provide any form of support to, terrorists. Tenant further hereby confirms that Tenant shall comply throughout the Lease Term with all applicable Laws governing transactions or business dealings with any suspected or confirmed terrorists or terrorist entities, as identified from time to time by the U.S. Treasury Department's Office of Foreign Assets Control or any other applicable governmental entity.

21.14. Notices. Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after pickup by a reputable overnight express service, or (iii) when transmitted by electronic mail (provided however that any facsimile or email transmission initiated after 5:00 PM on a weekday, or at any time on a Saturday, Sunday or legal holiday, shall be deemed delivered on the following business day), but only if confirmation of the receipt of same is noted upon transmission of same by e-mail records and a counterpart of such notice is also delivered pursuant to one of the two manners specified in subsections (i) or (ii) of this Section 21.14, in any case addressed to the parties at their respective addresses set forth below:

LANDLORD	TENANT
City of Auburn Attn: Josh Arndt / Real Estate Manager 25 W Main St. Auburn, WA 98001 253.288.4325 Jarndt@Auburnwa.gov	The Auburn Food Bank Attn: Debbie Christen / Executive Director PO Box 464 Auburn, WA 98071 253.833.8925 Debbiec@theauburnfoodbank.org
With Copies To:	
City of Auburn Attn: City Attorney 25 W Main St Auburn, WA 98001 253.804.3108	

21.15. Real Estate Broker. Tenant represents Tenant has dealt directly and only with the real estate brokers or agents specified in Section 11 of the Summary as brokers (“Brokers”) in connection with this Lease, and insofar as Tenant knows, no other broker negotiated or participated in the negotiations of this Lease, or submitted or showed the Premises, or is entitled to any commission in connection herewith. Tenant agrees to indemnify and defend Landlord against and hold Landlord harmless from any and all Claims with respect to any leasing commission or equivalent compensation alleged to be owing on account of Tenant’s dealings with any real estate broker or agent other than the Broker(s) in connection with this Lease.

21.16. Parking. Tenant shall have the right at no additional charge to reserve the non-handicapped parking stalls depicted as “AFB Reserved Parking”, located in the southernmost portion of the Surface Parking Area depicted in **Exhibit B**. Tenant’s right to use the AFB Reserved Parking stalls or any other parking spaces located in the Surface Parking Area is conditioned upon Tenant abiding by the Parking Rules and Regulations which are in effect, and attached in **Exhibit C** and which may be amended from time-to-time at the discretion of the Landlord. Tenant shall also bear the responsibility to ensure Tenant’s employees, volunteers, officials, and visitors also comply with the Parking Rules and Regulations. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Surface Parking Areas, and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to some or all of the Surface Parking Areas or relocate Tenant’s parking spaces to other parking areas within a reasonable distance of the Building so long as total parking spaces available to Tenant are not decreased.

21.17. Sign Rights. Subject to Landlord’s consent requirements, Tenant shall be entitled to install a façade sign above Tenant’s Premises and have placement upon the Pylon sign(s). Placement of Tenant’s signage upon the Pylon sign shall be at the size and placement of Landlord’s choosing. Tenant may also request approval to utilize additional signage including window and

other store front signs, and other signage located on the Building, or Property (“Additional Signage”). Consent and location of any Additional Signage by Tenant will be at the Landlord’s sole discretion. All such permitted signage must comply with all applicable Law and use Building standard materials and lettering. Landlord shall not be required to notify Tenant of whether it consents to any sign(s) until it (a) has received detailed, to-scale drawings thereof specifying design, material composition, color scheme, and method of installation, and (b) has had a reasonable opportunity to review them but no more than ten (10) business days. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facia surface to which its signs are attached to its preexisting condition. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments, pay for the cost of the initial installation of such permitted signage, as well as the cost of any changes thereto.

21.18. Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

21.19. Jurisdiction – Construction of Lease. The laws of the State of Washington shall govern the validity, performance and enforcement of this Lease. King County, Washington shall be the venue of any action arising out of this Lease. Although the printed provisions of this Lease were prepared and drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but its construction shall be at all times in accord with the general tenor of the language so as to reach a fair and equitable result.

21.20. Waiver of Jury Trial & Damages. TENANT AND LANDLORD EACH HEREBY EXPRESSLY, IRREVOCABLY, FULLY AND FOREVER RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHT TO TRIAL BY JURY. THE PARTIES EXPRESSLY, IRREVOCABLY, FULLY AND FOREVER RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHT TO RECEIVE PUNITIVE, EXEMPLARY AND CONSEQUENTIAL DAMAGES (EXCEPT AS PROVIDED IN SECTION 21.11) FROM THE OTHER (OR ANY PAST, PRESENT OR FUTURE BOARD MEMBER, TRUSTEE, DIRECTOR, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, OR ADVISOR OF LANDLORD) IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH THE TENANT AND LANDLORD ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: THIS LEASE; ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS LEASE; ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS LEASE; THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS LEASE; OR THE ENFORCEMENT OF THIS LEASE. TENANT AND LANDLORD EACH AGREES THAT THIS LEASE CONSTITUTES WRITTEN CONSENT THAT TRIAL BY JURY SHALL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT TENANT AND LANDLORD EACH SHALL HAVE THE RIGHT AT ANY TIME TO FILE THIS LEASE WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS STATUTORY WRITTEN CONSENT TO

WAIVER OF TRIAL BY JURY IN ACCORDANCE WITH RULES AND PROCEDURES OF ANY COURT.

21.21. Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Building, and Landlord shall have no liability to Tenant due to its failure to provide such services. Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from implementing security measures for the Building any part thereof, in which event Tenant shall participate in such security measures and the cost thereof shall be included within the definition of Operating Expenses, and Landlord shall have no liability to Tenant and its agents, employees, contractors and invitees arising out of Landlord's negligent provision of security measures.

21.22. Easements. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents within ten (10) days after Landlord's request, and Tenant's failure to do so shall constitute a material default by Tenant. The obstruction of Tenant's view, air, or light by any structure erected in the vicinity of the Building, whether by Landlord or third parties, shall in no way affect this Lease or impose any liability upon Landlord.

21.23. Transportation Management. Tenant shall fully comply, at its sole expense, with all present or future programs implemented or required by any governmental or quasi-governmental entity or Landlord to manage parking, transportation, air pollution, or traffic in and around the Building in the area in which the Building is located.

21.24. Attorney's Fees. If either party shall retain an attorney for the purpose of collecting any amount due from the other party, or for the purpose of enforcing a default in any other terms or provision of this Lease, the party shall pay the fees of such attorney for the attorney's services regardless of the fact that no legal proceeding or action may have been filed or commenced.

21.25. Porter Services. Tenant, in recognition of the terms and conditions provided for in this Lease, shall provide porter services ("Porter Services") to the Property. Such Porter Services shall include the tasks and be performed at the intervals set forth in attached **Exhibit E**. If Tenant fails to perform the Porter Services in accordance with the standards set forth herein and such failure continues for more than ten (10) days after written notice from Landlord, Landlord may, at its option, (i) cause such Porter Services to be performed by Landlord or a contractor selected by Landlord, and/or (ii) increase the Base Rent by an amount reasonably equivalent to the costs incurred by Landlord in providing such services. Tenant's failure to provide Porter Services, and any resulting increase in Base Rent, shall in no way limit or relieve Tenant's obligation to pay its proportionate share of such costs as part of the Operating Expenses under this Lease.

Attachments:

EXHIBIT A – Legal Description of the Property
EXHIBIT B – Depiction of the Premises & Reserved Parking
EXHIBIT C – Building / Parking Rules & Regulations
EXHIBIT D – Tenant Work Letter
EXHIBIT E – Porter Services

[SIGNATURES ON THE FOLLOWING PAGES]

TENANT:
The Auburn Food Bank

Debbie Christian – Executive Director

STATE OF WASHINGTON)
) ss.
County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 2025, personally appeared before me Debbie Christian, Executive Director of The Auburn Food Bank, to me known to be the individual 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 The Auburn Food Bank.

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 _____,
Residing at _____
My commission expires _____

LANDLORD:
City of Auburn

NANCY BACKUS, Mayor

Approved as to form:

City Attorney: Jason Whalen

[illegible]

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 2025, personally appeared before me Nancy Backus, Mayor, , to me known to be the individual 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 the City of Auburn.

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 A
Legal Description of the Property

Lot B, City of Auburn Short Plat Number SP-3-78, recorded under Recording No. 7806150922, being a correction of Short Plat recorded under Recording No. 7803060927, in King County, Washington;

Except that portion thereof deeded to King County, by deed recorded under Recording No. 20240523000022.

Situate in the City of Auburn, County of King, State of Washington.

EXHIBIT B
Depiction of the Premises & AFB Reserved Parking

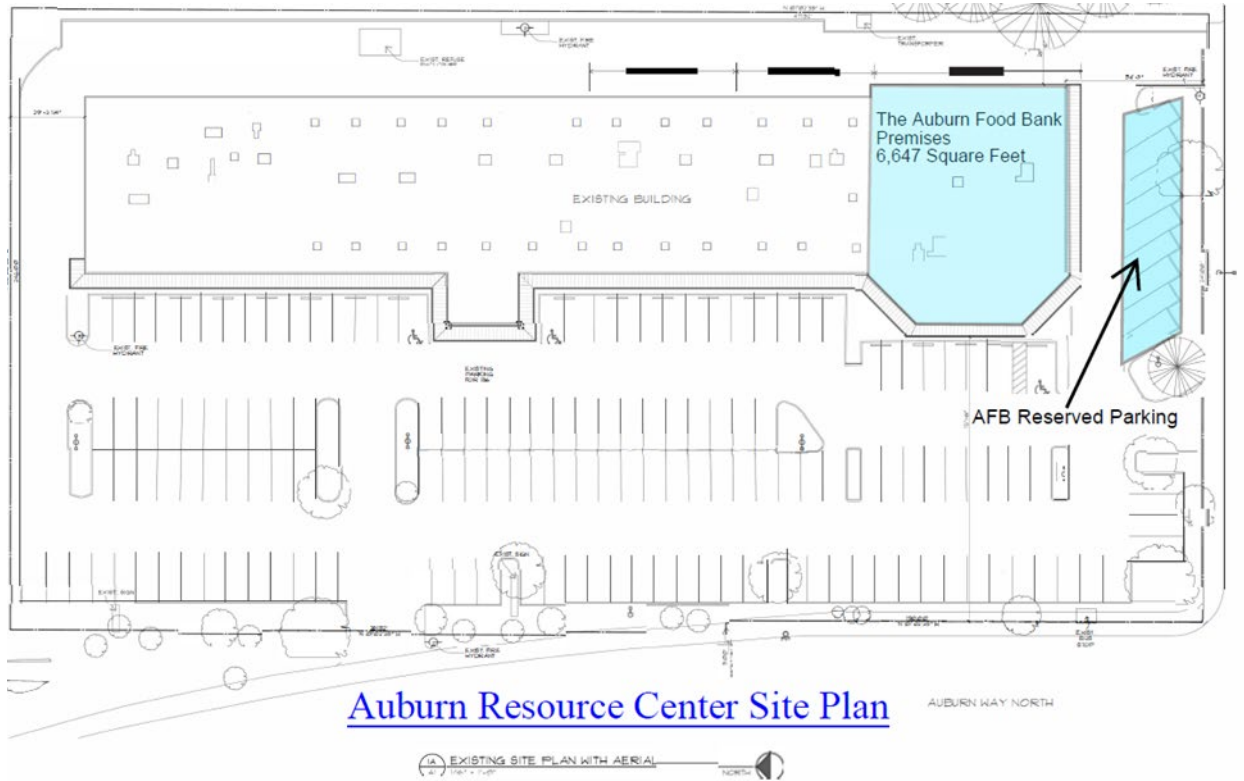


EXHIBIT C
Building / Parking Rules & Regulations

Except to the extent that these Rules and Regulations conflict with any express provision of the Lease, **or to the extent the rule is inconsistent with or unreasonably interferes with the exercise of Tenant's rights under their Lease**, Tenant shall faithfully observe and comply with the following Building Rules and Regulations and the Parking Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations and/or the Parking Rules and Regulations or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building and/or the Real Property.

1. Tenant shall not place any lock(s) on any door, or install any security system (including, without limitation, card key systems, alarms or security cameras), in the Premises without Landlord's prior written consent, which consent shall be entirely at the Landlord's discretion. If consent is given, then Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks and/or security systems within and to the Premises. A reasonable number of keys to the locks on the entry doors of the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or earlier termination of the Lease. Further, if and to the extent Tenant re-keys, re-programs or otherwise changes any locks in or for the Premises, all such locks and key systems must be consistent with the master lock and key system at the Building, all at Tenant's sole cost and expense.

2. Landlord shall have the right to control and operate the public portions of the Building and Real Property, the public facilities heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. Landlord shall have the right to remove any signs, advertisements, and notices not approved in writing by Landlord without notice to and at the expense of Tenant.

4. Tenant shall not disturb (by use of any television, radio or musical instrument, making loud or disruptive noises, creating offensive odors or otherwise), solicit, or canvass any occupant of the Building and/or the Real Property and shall cooperate with Landlord or Landlord's agents to prevent same.

5. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

6. Tenant shall not overload the floor of the Premises. Tenant shall not mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained; provided, however, Landlord's prior consent shall not be required with respect to Tenant's placement of pictures and other normal office wall hangings on the interior walls of the Premises (but at the end of the Lease Term, Tenant shall repair any holes and other damage to the Premises resulting therefrom).

7. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord.

8. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move n cools") or space heaters, without Landlord's prior written consent, and any such approval will be for devices that meet federal, state and local code.

9. No flammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building and/or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

10. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building and/or the Property by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therewith.

11. Tenant shall not bring into or keep within the Property, the Building or the Premises any animals (except those assisting handicapped persons), birds or fish tanks. Vehicles are only permitted in the Parking Areas and are not permitted in the Building.

12. Except as permitted in connection with Tenant's Permitted Uses in Section 4.1 of the Lease, Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises, the Building and/or the Property. Except as permitted in connection with Tenant's Permitted Uses in Section

4.1 of the Lease, Tenant shall not use or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

13. Except as reasonably necessary in connection with Tenant's Permitted Uses in Section 4.1 of the Lease, no cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for the storage of merchandise or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable Laws and does not cause odors which are objectionable to Landlord and other tenants.

14. Landlord will approve where and how communication wires and other cabling are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment and/or systems affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

15. Landlord reserves the right to exclude or expel from the Building and/or the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations or cause harm to Building occupants and/or Property.

16. All contractors, contractor's representatives and installation technicians performing work in the Building or at the Property shall be licensed and bonded and subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

17. Tenant at all times shall maintain the entire Premises in a neat and clean manner, free of debris. Tenant shall not place items, including, without limitation, any boxes, files, trash receptacles or loose cabling or wiring, in or near any window to the Premises which would be visible anywhere from the exterior of the Premises.

18. All of Tenant's recyclables, trash and garbage shall be placed in the disposal bins or receptacles designated for the Building in the ordinary and customary manner in the city in which the Property is located without violation of any law or ordinance governing such disposal.

19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

20. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied, or when the entry to the Premises is not manned by Tenant on a regular basis.

21. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be

attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be of a quality, type and design approved by Landlord.

22. Tenant shall comply with any non-smoking ordinance adopted by any applicable governmental authority. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Premises and/or the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

23. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume, and Tenant shall have no claim for damages against Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagees, or agents in connection therewith.

24. No tents, shacks, temporary or permanent structures of any kind shall be allowed on the Property. No personal belongings may be left unattended in any portion of the Property.

25. Landlord shall have the right to prohibit the use of the name of the Building or Property or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or Property or the desirability thereof. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

26. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

27. Tenant shall at all times cooperate with Landlord in preserving an appropriate image for the Building in Landlord's judgment.

Parking Rules & Regulations

1. Vehicles must be parked entirely within the stall lines painted on the floor, only as expressly permitted, with small cars parked in areas reserved for small cars and Commercial Vehicles in areas reserved for Commercial Vehicles.

2. All directional signs and arrows must be observed.

3. The speed limit shall be 5 miles per hour.

4. Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.

5. Parking is prohibited in all areas not expressly designated for parking, including without limitation:

- (a) areas not striped for parking;
- (b) aisles;
- (c) where "no parking" signs are posted;
- (d) ramps; and
- (e) loading zones.

6. Every parker is required to park and lock his/her own car.

7. Landlord shall not be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Surface Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Surface Parking Areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection for the Surface Parking Areas; (ii) Tenant uses the Surface Parking Areas at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord and its agents, employees, officials, and electees harmless from and against any and all claims, demands, and actions arising out of the use of the Surface Parking Areas by Tenant and its employees and agents, whether brought by any of such persons or any other person.

8. Washing, waxing, cleaning or servicing of any vehicle by the customer and/or its agents is prohibited.

9. Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Parking Rules and Regulations.

10. Tenant will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (i) for any purpose other than parking as provided above, (ii) in any way or manner not permitted by Section 21.16 and reasonably objectionable to Landlord, or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any

other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

11. Tenant's right to use the Surface Parking Areas will be in common with other tenants of the Property and with other parties permitted by Landlord to use the Surface Parking Areas. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord, provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

12. If the Surface Parking Areas are damaged or destroyed, or if the use of the Surface Parking Areas is limited or prohibited by any governmental authority, or the use or operation of the Surface Parking Areas is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's reasonable control, Tenant's inability to use the parking spaces will not subject Landlord to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect. Tenant will pay to Landlord upon demand, and Tenant indemnifies Landlord against, any and all loss or damage to the Surface Parking Areas, or any equipment, fixtures, or signs used in connection with the Parking Areas and any adjoining buildings or structures caused by Tenant or any of its employees and agents.

13. Tenant has no right to assign or sublicense any of its rights in the Surface Parking Areas, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the parking passes among its employees.

*Tenant shall be responsible for the observance of all of the Rules and Regulations and Parking Rules and Regulations in this **Exhibit C** by Tenant's employees, agents, clients, customers, invitees and guests. Landlord may waive any one or more of the Rules and Regulations and/or Parking Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Building / Parking Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Building / Parking Rules or Regulations against any or all tenants of the Building and/or the Property. Landlord reserves the right at any time to change or rescind any one or more of these Building / Parking Rules and Regulations or to make such other and further reasonable Building / Parking Rules and Regulations that in Landlord's judgment may be necessary for the management, safety, care and cleanliness of the Premises, Building and Property, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Tenant shall be deemed to have read these Building / Parking Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.*

EXHIBIT D

Work Letter

This Work Letter to Standard Lease (“Work Letter”) shall set forth the terms and conditions relating to the construction of the Premises, tenant improvements, alterations and additions under Section 9. All references in this Work Letter to the “Lease” shall mean the relevant portions of the Lease to which this Work Letter is attached as **Exhibit D**.

SECTION 1

General Construction of the Premises

Tenant shall accept (i) the base, shell, and core of the Premises and of the floor of the Building on which the Premises is located (collectively, the “Base, Shell, and Core”) and (ii) the Premises in their current “AS IS” condition existing as of the date of the Lease and the Commencement Date. Unless otherwise agreed to as part of this Lease, Tenant shall be fully responsible for the cost, expense, and management of any alterations or improvements related to, or required for, Tenants occupancy and use of the Premises, Building, or Property. Landlord agrees to provide Tenant with copies or access to copies of existing Building plans and architectural & construction drawings it possesses which include the Premises within five (5) business days of execution of the Lease.

SECTION 2

Tenant Improvements

2.1. Tenant shall pay for the costs of the design, permitting and construction of Tenant’s improvements which are permanently affixed to the Premises (collectively, the “Tenant Improvements”) throughout the Lease Term. The remaining Sections of this Work Letter shall apply equally each time any Significant Tenant Improvements are made to the Premises as defined below in Section 2.1.1 of this Work Letter.

2.2. For any alteration or improvement which the Tenant desires to make to the Premises, Tenant shall provide to Landlord a written statement describing the proposed alterations/improvements in a manner that clearly defines the type, size, scope, work, and location. Within ten (10) business days of receipt, Landlord shall notify Tenant whether such proposed alteration or improvement requires strict compliance with the remaining Sections of this Work Letter (“Significant Tenant Improvement”). For any proposed alteration or improvement which the Landlord does not consider to be a Significant Tenant Improvement, the Landlord shall within such ten (10) day period designate, whether Tenant will need to engage design professionals to prepare construction drawings for review, whether submission of a Space Plan is required for Landlord’s review, whether it must comply with any of Sections 4.2.4, 4.3 and 4.4 of this Work Letter, as part of Landlord’s written consent as required under Section 9.1 of the Lease.

SECTION 3

Construction Drawings

3.1. Selection of Architect/Construction Drawings. Tenant shall retain an architect/space planner (the “Architect”) to prepare the Construction Drawings and Final Space Plan, subject to Landlord’s reasonable approval. Tenant shall retain the engineering consultants (the “Engineers”), also subject to Landlord’s reasonable approval, to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work in the Premises, which work is not part of the Base, Shell, and Core work. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the “Construction Drawings.” All Construction Drawings shall be subject to Landlord’s approval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord’s review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord’s review of the same, or obligate Landlord to review the same, for quality, design, code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord’s space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant’s waiver and indemnity set forth in Article 11 of the Lease shall specifically apply to the Construction Drawings.

3.2. Final Space Plan. Tenant shall supply Landlord with a signed electronic copy of its final space plan for the portion of the Premises being improved or altered before any architectural working drawings or engineering drawings have been commenced. The final space plan (the “Final Space Plan”) shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within ten (10) business days after Landlord’s receipt of the Final Space Plan for the affected portion of the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require.

3.3. Final Working Drawings. After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, Btu calculations, electrical requirements and special electrical receptacle requirements for the portion of the Premises being improved or altered, to enable the Engineers and the Architect to complete the “Final Working Drawings” (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the portion of the Premises being improved or altered, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to

bid on the work and to obtain all applicable permits (collectively, the “Final Working Drawings”) and shall submit the same to Landlord for Landlord’s approval. Tenant shall supply Landlord with a signed electronic copy of such Final Working Drawings. Landlord shall advise Tenant within ten (10) business days after Landlord’s receipt of the Final Working Drawings for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the Final Working Drawings in accordance with such review and any disapproval of Landlord in connection therewith.

SECTION 4

Construction of the Tenant Improvements

4.1. Tenant’s Selection of Contractors.

4.1.1. The Contractor. Tenant shall select and retain a general contractor (the “Contractor”) to construct the Tenant Improvements, subject to Landlord’s reasonable approval.

4.1.2. Tenant’s Agents. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as “Tenant’s Agents”) must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. So long as a Tenant’s Agent is responsible for the activities of any volunteers of any service provider, Landlord’s consent is not additionally required for such services.

4.2. Construction of Tenant Improvements by Tenant’s Agent.

4.2.1. Tenant’s Agents.

4.2.1.1. Landlord’s General Conditions for Tenant’s Agents and Tenant Improvement Work. Tenant’s and Tenant’s Agent’s construction of the Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings.

4.2.1.2. Indemnity. Tenant’s indemnity of Landlord as set forth in Article 11 of the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant’s Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant’s non-payment of any amount arising out of the Tenant Improvements and/or Tenant’s disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in Article 11 of the Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord’s performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Tenant Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

4.2.1.3. Insurance. Tenant’s Agents shall be subject to the same Insurance requirements outlined in Article 10 of the Lease. Tenant shall deliver, or cause to be delivered to

Landlord all of Tenant's insurance certificates prior to commencing construction of the Tenant Improvements.

4.2.2. Governmental Compliance. The Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.3. Inspection by Landlord. Landlord shall have the right to inspect the Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved and basis for disapproval. Any defects or deviations in, and/or disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord, provided however, if Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's premises, Landlord may, take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

4.3. Copy of "As Built" Plans. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of the Lease, (C) to deliver to Landlord an electronic copy of such as-built drawings within ninety (90) days following issuance of a certificate of occupancy for the Premises, and (D) to deliver to Landlord the Approved Working Drawings in Auto CAD format, and (ii) Tenant shall deliver to Landlord electronic copies of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

4.4. Construction Schedule. Tenant shall furnish Landlord with a schedule setting forth the projected date of the completion of the Tenant Improvements and showing the critical time deadlines for each phase, item or trade relating to the construction of the Tenant Improvements to the extent such schedule is available.

EXHIBIT E

Porter Services

In accordance with the provisions of the Lease, Tenant shall provide the following Porter Services at the Property. All Porter Services shall be performed in a clean, safe, and commercially reasonable manner consistent with comparable commercial properties standards.

Scope and Frequency of Services:

1. Parking Lot Trash Collection:

- Collect and remove trash and debris throughout the parking lot 2x per day (once in the morning and once in the afternoon) a minimum of six (6) days per week, excluding Federally recognized holidays.

2. Trash Receptacles Along Storefronts:

- Inspect all trash receptacles located along the storefronts of the Property daily, and empty and replace liner bags as needed.
- Clean and wash all trash receptacles located along the store fronts a minimum of once per week.
- Paint the removable lids of the trash receptacles located along the storefronts of the Property twice annually, 1x in the Spring, 1x in the Fall.

3. Weed Removal:

- Pull weeds along the storefront areas and building edges as needed to maintain a neat and well-kept appearance.

4. Blowing and General Cleaning Along Storefronts:

- Blow and clean walkways and areas along storefronts before 9:00am daily to remove dirt and debris.

5. Deicer Application:

- During inclement weather, apply deicer along the storefront walkways as needed to maintain safe pedestrian access.

6. Fire Hydrant Painting:

- Paint fire hydrants upon landlords request, which shall be no greater than 1x per year for each hydrant located on the Property.

Tenant shall maintain appropriate logs or records of Porter Services performed and shall deliver copies of said records on or before the tenth (10th) calendar day of the month for work performed during the previous month.

Landlord shall supply tenant with the reasonably necessary supplies and equipment to carry out said services.