

**City Council
Regular Meeting
August 3, 2026 - 7:00 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

- A. The Auburn City Council Meeting scheduled for Monday, August 3, 2026, at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/86196592173>

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

- A. Emergency Management Month
Mayor Backus to proclaim August 2026 as "Emergency Management Month" in the City of Auburn

APPOINTMENTS

- A. Junior City Council
City Council to approve the reappointments of Phia Chea, Mikaela Pedraja, and Rowan Santos to the Auburn Junior City Council for a one-year term expiring August 31, 2027

(RECOMMENDED ACTION: Move to approve the reappointments of Phia Chea, Mikaela Pedraja, and Rowan Santos to the Auburn Junior City Council, for a one-year term to expire August 31, 2027.)

AGENDA MODIFICATIONS

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 July 20, 2026, City Council Meeting
- B. Minutes from the July 27, 2026, Study Session Meeting
- C. Claims Vouchers (Thomas)
Claims voucher list dated July 29, 2026, which includes voucher numbers 484480 through voucher 484680, in the amount of \$6,195,523.88, electronic fund transfers in the amount of \$9,597.00, and three wire transfers in the amount of \$1,560,738.02
- D. Payroll Vouchers (Thomas)
Payroll check numbers 539857 through 539862 in the amount of \$865,586.62, electronic deposit transmissions in the amount of \$3,098,248.55, for a grand total of \$3,963,835.17 for the period covering July 16, 2026, to July 29, 2026

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

UNFINISHED BUSINESS

NEW BUSINESS

ORDINANCES

- A. Ordinance No. 7029 (Whalen/Krueger)
An Ordinance relating to Electric Motorcycles and Electric-Assisted Bicycles, amending Section 10.56.010 of the Auburn City Code, and adding a new Chapter 10.57 to the Auburn City Code

(RECOMMENDED ACTION: Move to approve Ordinance No. 7029.)

RESOLUTIONS

- A. Resolution No. 5910 (Whalen/Krueger)
A Resolution authorizing the Mayor to execute on behalf of the City, a Lease Termination Agreement followed by a new Lease Agreement with Longhorn Barbeque Outpost, Inc., D/B/A Bogey's Public House

(RECOMMENDED ACTION: Move to adopt Resolution No. 5910.)

- B. Resolution No. 5924 (Gaub)
A Resolution adopting Supplement No. 1 to the City of Auburn Automated Traffic Safety Camera 2025 Program Expansion Study and Program Overview and affirming that enforcing speed limits with an automated traffic safety camera on Auburn Way South at the current camera location is consistent with State law and supports City safety goals

(RECOMMENDED ACTION: Move to adopt Resolution No. 5924.)

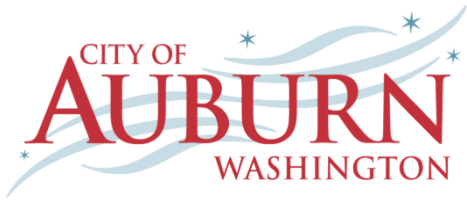
MAYOR AND COUNCILMEMBER REPORTS

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:

Minutes from the July 20, 2026, City Council Meeting

Meeting Date:

August 3, 2026

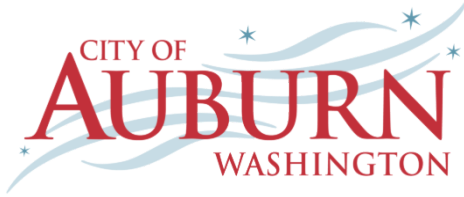
Department:

City Council

Attachments:

07-20-2026 Minutes

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



**City Council
Regular Meeting
July 20, 2026 - 7:00 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

LAND ACKNOWLEDGEMENT

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

PUBLIC PARTICIPATION

The City Council Meeting was held in person and virtually.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Mayor Nancy Backus and the following staff members present included: City Attorney Jason Whalen, Chief of Police Mark Caillier, Chief Administrative Officers Scott MacColl, Director of Public Works Ingrid Gaub, Director of Parks, Arts, and Recreation Julie Krueger, and Deputy City Clerk Hannah Scholl.

ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

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

APPOINTMENTS

- A. Municipal Court Judge
City Council to confirm the appointment of Sara Watson to Auburn Municipal Court Judge Position No. 2, for a three-year appointed term from January 1, 2027, to December 31, 2029

Deputy Mayor Taylor moved and Councilmember Amer seconded to confirm the appointment of Sara Watson to Auburn Municipal Court Judge Position No. 2, for a three-year appointed term from January 1, 2027, to December 31, 2029.

MOTION CARRIED UNANIMOUSLY. 7-0

AGENDA MODIFICATIONS

There were no modifications to the agenda.

PUBLIC COMMENT

Ava Hahn, Deanna Hagan, Virginia Haugen, Eric Mathson, Tracy Renish, Jeff Wright, Jess Burns, Sarah Blum, Corr Ash, Deborah Townsend, Reina Harrington, Lilith Silver, Amy Kim, Brian Alberts, Jeryl Flood, Vicki Bates, Rocky Salvador, Ken Blevens, Linda, David Fairchild, and Jeanne Brandt provided comments.

CORRESPONDENCE

There was no correspondence for Council to review.

CONSENT AGENDA

- A. Minutes from the July 6, 2026, City Council Meeting
- B. Minutes from the July 13, 2026, Study Session Meeting
- C. Claims Vouchers (Thomas)
 - Voucher #483861 through Voucher #483937 dated June 10, 2026 in the amount of \$802,893.79
 - Voucher #483938 through Voucher #484052 dated June 17, 2026 in the amount of \$5,830,304.31
 - Voucher #484053 through Voucher #484059 dated June 18, 2026 in the amount of \$1,110,931.70
 - Voucher #484060 through Voucher #484060 dated June 29, 2026 in the amount of \$32,442.00
 - Voucher #484061 through Voucher #484172 dated July 2, 2026 in the amount of \$1,958,911.56
 - Electronic Fund Transfers in the amount of \$4,122.38 and four wire transfers in the amount of \$1,709,536.15

- D. Claims Vouchers (Thomas)
Voucher #484173 through Voucher #484326 voided due to accounts payable batch error
Voucher #484327 through Voucher #484479 dated July 15, 2026, in the amount of \$9,710,125.36
Electronic Fund Transfers in the amount of \$16,237.45 and three wire transfers in the amount of \$981,680.36
- E. Payroll Vouchers (Thomas)
Payroll check numbers 539848 through 539856 in the amount of \$217,926.78, electronic deposit transmissions in the amount of \$3,219,207.09, for a grand total of \$3,437,133.87 for the period covering July 2, 2026 to July 15, 2026
- F. Public Works Project No. CP2227
City Council to approve an increase of \$55,000 in the total maximum authorized contract amount for Public Works Contract No. 26-03; Construction of Project No. CP2227, ARC Upgrade and Repairs

Deputy Mayor Taylor moved and Councilmember Amer seconded to approve the Consent Agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember Lott moved and Councilmember Baldwin seconded to have the Auburn City Council direct the Mayor and Chief of Police to develop and release, through the City's standard competitive process, a Request for Proposals for an independent third-party firm with demonstrated expertise in automated license plate reader systems, data privacy, and law enforcement technology compliance audits, to conduct an independent compliance audit of the City's Automated License Plate Reader program operated pursuant to Chapter 239, Laws of 2026 (ESSB 6002).

Council discussed audits, concerns, reporting, Flock contract, transparency, data collection, data privacy, date of camera implementation, technology, and data sharing.

MOTION FAILED. 3-4, Deputy Mayor Taylor, Councilmembers Amer, Sturgus, and Taylor voted no.

ORDINANCES

A. Ordinance No. 7024 (Gaub)

An Ordinance granting to Astound Broadband, LLC, a Washington Limited Liability Company, a franchise for Wireline Telecommunications

Deputy Mayor Taylor moved and Councilmember Amer seconded to approve Ordinance No. 7024.

MOTION CARRIED UNANIMOUSLY. 7-0

RESOLUTIONS

A. Resolution No. 5912 (Whalen)

A Resolution authorizing the Mayor to execute on behalf of the City, a First Amendment to the Lease dated October 7, 2024, with Rainier Flight Services, LLC

Councilmember Amer moved and Councilmember Taylor seconded to adopt Resolution No. 5912.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5917 (Krueger)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Cascade Bicycle Club to accept and expend Grant Funds for the operation of City Bicycle Programs

Councilmember Stirgus moved and Councilmember Baldwin seconded to adopt Resolution No. 5917.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Resolution No. 5919 (Gaub)

A Resolution authorizing the Mayor to certify the application for, and, if awarded, accept and administer a Public Works Trust Fund Loan from the Washington State Public Works Board to finance construction of the East Valley Highway Widening Project (CP2311)

Councilmember Baldwin moved and Deputy Mayor Taylor seconded to adopt Resolution No. 5919.

MOTION CARRIED UNANIMOUSLY. 7-0

D. Resolution No. 5920 (Caillier)

A Resolution accepting a grant award from State of Washington, via the Washington State Criminal Justice Training Commission

Councilmember Stirgus moved and Councilmember Amer seconded to adopt Resolution No. 5920.

MOTION CARRIED UNANIMOUSLY. 7-0

E. Resolution No. 5921 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for renovations at Brannan Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

Councilmember Baldwin moved and Councilmember Taylor seconded to adopt Resolution No. 5921.

MOTION CARRIED UNANIMOUSLY. 7-0

F. Resolution No. 5922 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for playground replacement at Veteran's Memorial Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

Councilmember Taylor moved and Councilmember Baldwin seconded to adopt Resolution No. 5922.

MOTION CARRIED UNANIMOUSLY. 7-0

G. Resolution No. 5923 (Krueger)

A Resolution authorizing the submission of an application to the Recreation and Conservation Funding Board for grant funding assistance for playground replacement at Terminal Park as provided in Chapter 79A.25 RCW, Title 286 WAC, and other applicable authorities

Councilmember Stirgus moved and Councilmember Baldwin seconded to adopt Resolution No. 5923.

MOTION CARRIED UNANIMOUSLY. 7-0

MAYOR AND COUNCILMEMBER REPORTS

A. From the Council

Councilmembers provided reports on the events that they attended.

B. From the Mayor

Mayor Backus provided a report on the events she attended.

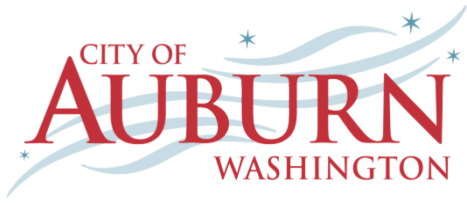
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:47 p.m.

APPROVED this 3rd day of August 2026.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes from the July 27, 2026, Study Session Meeting

Meeting Date:

August 3, 2026

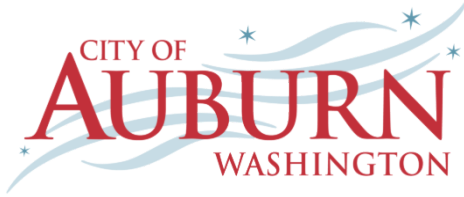
Department:

City Council

Attachments:

07-27-2026 Minutes

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



**City Council
Study Session
PW & CD Special Focus Area
July 27, 2026 - 5:30 PM
City Hall Council Chambers**

MINUTES

CALL TO ORDER

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

PUBLIC PARTICIPATION

The Study Session Meeting was held in person and virtually.

ROLL CALL

Councilmembers present: Deputy Mayor Tracy Taylor, Hanan Amer, Brian Lott, Cheryl Rakes, Lisa Stirgus, and Clinton Taylor. Councilmember Kate Baldwin arrived at 5:34 p.m.

The following staff members present included: City Attorney Jason Whalen, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Assistant Director of Public Works Jacob Sweeting, Director of Parks, Arts, and Recreation Julie Krueger, Senior Project Engineer Matt Larson, Transportation Planner Veronica Bean, Project Engineer Samim Qayoomi, Parks Planning and Development Manager Thaniel Gouk, and Deputy City Clerk Hannah Scholl.

AGENDA MODIFICATIONS

An Executive Session was added to the agenda.

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

There were no announcements, reports, or presentations.

PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

- A. Capital Projects Status Update and Feature Capital Project (Neighborhood Traffic Safety and Sidewalk Repair) (Gaub) (20 Minutes)

Councilmember Baldwin, Vice Chair of the Public Works & Community Development Special Focus Area, chaired this portion of the meeting.

Engineer Larson provided Council with an overview of the Capital Projects Status Update, including the status of all projects and the Capital Project Status report. He provided updates on projects: CP2414 Auburn Avenue Theater Rebuild, CP2507 Theater Park Plaza, CP1622 Auburn Way South Widening, CP2107 Public Works M&O Facility Improvements Phase 1, CP2419 City Parking Lot Replacement, and CP2424 1st Street NE/NW & Division Street Pedestrian Improvements.

Planner Bean and Engineer Qayoomi provided Council with an overview of the Feature Capital Project: CP2512 Neighborhood Traffic Safety and Sidewalk Repair, including the purpose of the project, project area map, existing conditions, pre-design community outreach, improvements, budget, and schedule.

Council discussed truck aprons, rectangular rapid flashing beacons, community outreach, sidewalk repairs, budget, the employee parking lot, Rapid Ride I-Line, grant funding, and bike lanes.

B. Parks Projects 2026 Status Update (Krueger) (20 Minutes)

Manager Gouk provided the Council with an overview of the Parks Projects 2026 Status Update, including current projects, Recreation and Conversation Office (RCO) Grants for Brannan Park, Veteran's Memorial Park, and Terminal Park. He discussed the Soos Creek Botanical Gardens purchase, Veteran's Memorial Park Inscribed Brick Replacement, Dykstra Pedestrian Bridge, and the First Step Horticultural Program.

Director Krueger provided an update on the December Flooding Event including, impacts on the Auburn Golf Course Clubhouse, Golf Course Pumphouse, Fleet of Rental Carts, Isaac Evans Park Playground, and insurance claims. She also provided an update on the Senior Activity Center Renovation Project.

Manager Gouk provided an update on community partnership projects, including Clean Sweep 2026, Your Money Matters Mentoring at Mary Olson Farm, Puget Sound Tree Climbing Competition, and the Master Builders Association of King and Snohomish Counties tree planting.

Council discussed preventative measures for future flooding, Your Money Matters Mentoring Program, First Step Horticultural Program, bathroom facilities at City parks, Golf Course insurance claims, Dykstra Pedestrian Bridge repairs, and the Brannan Park Cricket Field.

EXECUTIVE SESSION

Deputy Mayor Taylor adjourned into an Executive Session at 6:53 p.m. per RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is or is likely to become a party, when public knowledge regarding the discussion is likely to result in adverse legal or financial consequence to the agency for 20 minutes. The City Council, Mayor Backus, City Attorney Whalen, and Director Gaub were required to attend. There was no action after the Executive Session.

Deputy Mayor Taylor extended the session by 10 minutes at 7:13 p.m.
Deputy Mayor Taylor extended the session by 10 minutes at 7:23 p.m.
Deputy Mayor Taylor extended the session by 10 minutes at 7:43 p.m.
Deputy Mayor Taylor extended the session by 10 minutes at 7:53 p.m.
Deputy Mayor Taylor extended the session by 5 minutes at 8:03 p.m.
Deputy Mayor Taylor extended the session by 5 minutes at 8:13 p.m.
Deputy Mayor Taylor extended the session by 5 minutes at 8:15 p.m.
Deputy Mayor Taylor extended the session by 10 minutes at 8:18 p.m.

Deputy Mayor Taylor reconvened the meeting at 8:30 p.m.

COUNCIL REPORTS

Councilmember Stirgus provided a report.

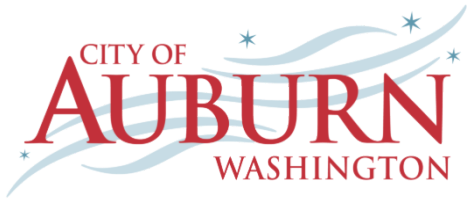
ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:31 p.m.

APPROVED this 3rd day of August 2026.

TRACY TAYLOR, DEPUTY MAYOR

Hannah Scholl, Deputy City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Claims voucher list dated July 29, 2026, which includes voucher numbers 484480 through voucher 484680, in the amount of \$6,195,523.88, electronic fund transfers in the amount of \$9,597.00, and three wire transfers in the amount of \$1,560,738.02

Meeting Date:

August 3, 2026

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

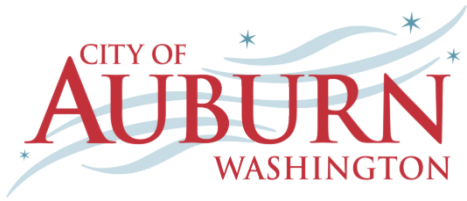
City Council to approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated July 29, 2026, which includes voucher numbers 484480 through voucher 484680, in the amount of \$6,195,523.88, electronic fund transfers in the amount of \$9,597.00, and three wire transfers in the amount of \$1,560,738.02.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers (Thomas)
Payroll check numbers 539857 through 539862 in the amount of \$865,586.62, electronic deposit transmissions in the amount of \$3,098,248.55, for a grand total of \$3,963,835.17 for the period covering July 16, 2026, to July 29, 2026

Meeting Date:

August 3, 2026

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

Department:

Finance

Attachments:

None

Budget Impact:**Administrative Recommendation:**

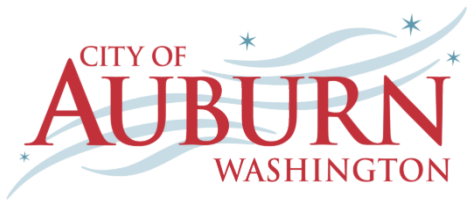
City Council to approve Payroll Vouchers.

Background for Motion:**Background Summary:**

Payroll check numbers 539857 through 539862 in the amount of \$865,586.62, electronic deposit transmissions in the amount of \$3,098,248.55, for a grand total of \$3,963,835.17 for the period covering July 16, 2026, to July 29, 2026.

Councilmember: Hanan Amer

Staff: Jamie Thomas



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 7029 (Whalen/Krueger)
An Ordinance relating to Electric Motorcycles and Electric-Assisted Bicycles, amending Section 10.56.010 of the Auburn City Code, and adding a new Chapter 10.57 to the Auburn City Code

Meeting Date:

August 3, 2026

(RECOMMENDED ACTION: Move to approve Ordinance No. 7029.)

Department:

Legal

Attachments:

Ordinance No. 7029, Ordinance
No. 7029 Exhibit A - Track
Changes, Ordinance No. 7029
Exhibit B - Clean Version

Budget Impact:**Administrative Recommendation:**

City Council to approve Ordinance No. 7029.

Background for Motion:

Ordinance No. 7029 establishes a new Chapter 10.57 of the Auburn City Code regulating the operation of Electric Motorcycles and Electric-Assisted Bicycles within the City of Auburn and providing for certain enforcement provisions for violation of this Chapter.

Background Summary:

In response to concerns raised by the public, Council asked staff to review recent State legislative updates and to incorporate any needed changes and updates into the Auburn City Code to address the operation of Electric Motorcycles and Electric-Assisted Bicycles in the City of Auburn. Following the City Council's initial review of the draft legislation and new Code during the July 13, 2026, Study Session, staff has provided updates and suggested edits to the draft Code to address questions and clarity concerns raised by the Council. Ordinance No. 7029 provides a clarifying definition of "Bicycle" within ACC 10.56.010 and creates a new Chapter 10.57 that describes restrictions on the operation of Electric Motorcycles and Electric-Assisted Bicycles within the City of Auburn and provides the enforcement authority necessary for the Auburn Police Department to enforce the provisions of this Chapter.

Councilmember: Hanan Amer

Staff: Jason Whalen, Julie Krueger

ORDINANCE NO. 7029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO ELECTRIC MOTORCYCLES AND ELECTRIC-ASSISTED BICYCLES, AMENDING SECTION 10.56.010 OF THE AUBURN CITY CODE, AND ADDING A NEW CHAPTER 10.57 TO THE AUBURN CITY CODE

WHEREAS, the Washington State Legislature recently amended RCW 46.04.169, which clarifies the distinction between class 1, 2, and 3 electric-assisted bicycles and which initiates the development of a regulatory framework for electric motorcycles; and

WHEREAS, the City of Auburn has received reports of minors recklessly riding electric-assisted bicycles and electric motorcycles; and

WHEREAS, there has been permanent damage to natural, public pathways due to the use of electric-assisted bicycles and electric motorcycles; and

WHEREAS, the Auburn City Code does not currently contain sufficient enforcement mechanisms to address the technological evolvement of electric-assisted bicycles and electric motorcycles; and

WHEREAS, the Auburn City Code would benefit from a new chapter that defines and regulates the use of electric-assisted bicycles and electric motorcycles in order to address reported concerns and improve enforcement.

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

Section 1. Amendment to City Code. Section 10.56.010 of the Auburn City Code is amended and a new chapter, Chapter 10.57 ACC, is added to the Auburn City Code 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. Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any references thereto.

Section 5. **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: _____

10.56.010 Definitions.

The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section.

A. “Bicycle” ~~has the same meaning as “bicycle” as defined in RCW 46.04.071 as it currently exists or is hereafter amended or recodified. means and includes a light vehicle with two tandem wheels, neither of which shall be less than 10 inches in diameter, with tires inflated, having handlebars and saddle seat or seats, and propelled by the feet acting on treadles connected with levers. For the purposes hereof, “bicycle” also means any nonmotorized, pedal-driven, wheeled apparatus, including unicycles, tricycles, or similar devices.~~

B. “Chief of police” means the chief of police of Auburn or any member of the police department of the city designated by the chief of police to act in their place and stead in carrying out the provisions of this chapter.

C. “Rental agency” means any person, firm, copartnership, association or corporation engaged in the business of offering for rental and renting bicycles for use by the public.

Chapter 10.57

ELECTRIC MOTORCYCLES AND ELECTRIC-ASSISTED BICYCLES
~~ELECTRIC BICYCLES AND ELECTRIC MOTORCYCLES~~

Sections:

10.57.010 Definitions.

10.57.020 Prohibited operation of electric motorcycles.

10.57.030 Prohibited operation of electric-assisted bicycles.

10.57.040 Impoundment and penalties for violation.

10.57.050 ~~Notice.~~Enforcement Authority.

~~10.57.060 Enforcement authority.~~

10.57.010 Definitions:

The following words and phrases when used in this chapter shall, for the purposes of this chapter, have the meanings respectively ascribed to them in this section.

- A. “Bicycle” has the same meaning as “bicycle” as defined in RCW 46.04.071 as it currently exists or is hereafter amended or recodified.
- B. “Electric-assisted bicycle” has the same meaning as “electric-assisted bicycle” as defined in RCW 46.04.169 as it currently exists or is hereafter amended or recodified. For purposes of this chapter, a Class 3 electric-assisted bicycle also includes an electric-assisted bicycle in which the motor may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches the a speed greater than of twenty-eight miles per hour and is equipped with a speedometer.
- C. “Electric motorcycle” means a motorcycle, as defined by RCW 46.04.330, which is powered by electricity and meets one or more of the following criteria:
 - 1. Is not equipped with fully operable pedals capable of propelling it (foot pegs are not considered pedals); or
 - 2. Has a motor with a power output exceeding Exceeds 750 watts; or
 - 3. Has a motor that provides exclusive electric propulsion at speeds over 20 mph; or
 - 2.
 - 3.4. Has a motor that continues to provide assistance when the vehicle reaches the a speed of greater than twenty-eight miles per hour.
 - 4. For the purposes of this subsection, foot pegs are not considered pedals.
- D. “Impound” means removal of a vehicle, electric motorcycle, or similar motorized device to a storage facility either by a law enforcement officer of the Auburn Police Department or by a contractor for towing and storage.
- E. “Guardian” means a parent, legal guardian, or adult responsible for the care and supervision of a minor.
- F. “Minor” means any person under the age of 18.

10.57.020 Prohibited operation of electric motorcycles.

- A. No person under the age of 16 may operate an electric motorcycle or a Class 3 electric-assisted bicycle within the City of Auburn, consistent with RCW 46.20.500(3) as it currently exists or is hereafter amended or recodified.
- B. No person may operate an electric motorcycle that is not registered with the Washington State Department of Licensing and does not have a valid license plate.
- C. No person may operate an electric motorcycle without a valid driver’s license with a motorcycle endorsement.
- D. No person may operate an electric motorcycle on a public street or road unless it meets the requirements of RCW 46.61.705.

- E. No person may operate an electric motorcycle on any sidewalk, pedestrian path, shared use path, or park trail.
- F. No person may operate an electric motorcycle within any City-owned or controlled parks, open spaces, or on any other City property, except parking lots.
- G. No person may operate an electric motorcycle while carrying a passenger unless such electric motorcycle is equipped for a passenger by the original manufacturer pursuant to RCW 46.61.610.
- H. A guardian may not authorize, knowingly permit, ~~or~~ cause, allow, or fail to reasonably prevent a minor in their care to operate an electric motorcycle in violation of this chapter. A guardian who authorizes, knowingly permits, or causes a minor in their care to operate an electric motorcycle in violation of this chapter shall be jointly and severally liable with the minor for the penalties set forth in ACC 10.57.040(B).

10.57.030 Prohibited ~~o~~Operation of electric-assisted bicycles.

- A. No person under the age of 16 may operate a Class 3 electric-assisted bicycle within the City of Auburn, consistent with RCW 46.20.500(3) as it currently exists or is hereafter amended or recodified.
- ~~A.B.~~ No person may operate a Class 3 electric-assisted bicycle on any sidewalk, pedestrian path; shared use path; or park trail; however, Class 3 electric-assisted bicycles may be operated on City streets consistent with the requirements set forth for electric motorcycles in ACC 10.57.020.
- ~~B.C.~~ No person may operate a Class 3 electric-assisted bicycle within any City-owned or controlled parks, open spaces, or on any other City property, except parking lots.
- ~~C.D.~~ A person may not operate any class of electric-assisted bicycles within a park that contains bicycle-specific facilities, such as, but not limited to, the asphalt pump track and dirt bicycle track at Cedar Lanes Bike Park.
- ~~D.E.~~ A guardian may not authorize, knowingly permit, cause, ~~or~~ allow, or fail to reasonably prevent a minor in their care to operate an electric-assisted bicycle in violation of this chapter. A guardian who authorizes, knowingly permits, causes, or allows a minor in their care to operate an electric-assisted bicycle in violation of this chapter shall be jointly and severally liable with the minor for the penalties set forth in ACC 10.57.040(C).

10.57.040 Impoundment and penalties for violation.

- A. A City of Auburn law enforcement officer is hereby authorized to impound, without notice, any electric-assisted bicycles or electric motorcycles operated in violation of this chapter.
1. Electric motorcycles will be impounded using the same method used to impound motorcycles and other motor vehicles.
 - A-2. Electric-assisted bicycles will be impounded and held at the Auburn Police Department and may be redeemed by making an appointment with the Auburn Police Department's evidence technician for such redemption. Any electric-assisted bicycles not redeemed within sixty (60) days of impoundment are subject to disposition consistent with RCW 63.35.020(1).
- B. Violations of ACC 10.57.020, Prohibited operation of electric motorcycles, are deemed civil infractions and are subject to the following monetary penalties:
1. First violation: \$250.00.
 2. Second violation: \$500.00.
 3. Third and subsequent violations of: \$750.00.
- C. Violations of ACC 10.57.030, Prohibited operation of electric-assisted bicycles, are deemed civil infractions and are subject to the following monetary penalties:
1. First violation: \$125.00.
 2. Second violation: \$250.00.
 3. Third and subsequent violations of: \$375.00.
- D. In addition to the penalties set out in this chapter, violators must pay the costs of impound, towing, storage, and court fees.

10.57.050 Enforcement Authority

The Auburn Police Department is authorized to enforce the provisions of this chapter and may issue civil infractions, impound vehicles, and take other lawful action necessary to protect public safety and ensure compliance.

10.56.010 Definitions.

The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section.

- A. “Bicycle” has the same meaning as “bicycle” as defined in RCW 46.04.071 as it currently exists or is hereafter amended or recodified.
- B. “Chief of police” means the chief of police of Auburn or any member of the police department of the city designated by the chief of police to act in their place and stead in carrying out the provisions of this chapter.
- C. “Rental agency” means any person, firm, copartnership, association or corporation engaged in the business of offering for rental and renting bicycles for use by the public.

Chapter 10.57

ELECTRIC MOTORCYCLES AND ELECTRIC-ASSISTED BICYCLES

Sections:

- 10.57.010 Definitions.
- 10.57.020 Prohibited operation of electric motorcycles.
- 10.57.030 Prohibited operation of electric-assisted bicycles.
- 10.57.040 Impoundment and penalties for violation.
- 10.57.050 Enforcement Authority.

10.57.010 Definitions:

The following words and phrases when used in this chapter shall, for the purposes of this chapter, have the meanings respectively ascribed to them in this section.

- A. “Bicycle” has the same meaning as “bicycle” as defined in RCW 46.04.071 as it currently exists or is hereafter amended or recodified.
- B. “Electric-assisted bicycle” has the same meaning as “electric-assisted bicycle” as defined in RCW 46.04.169 as it currently exists or is hereafter amended or recodified.
- C. “Electric motorcycle” means a motorcycle, as defined by RCW 46.04.330, which is powered by electricity and meets one or more of the following criteria:

1. Is not equipped with fully operable pedals capable of propelling it (foot pegs are not considered pedals); or
 2. Has a motor with a power output exceeding 750 watts; or
 3. Has a motor that provides exclusive electric propulsion at speeds over 20 mph; or
 4. Has a motor that continues to provide assistance when the vehicle reaches a speed greater than twenty-eight miles per hour.
- D. “Impound” means removal of a vehicle, electric motorcycle, or similar motorized device to a storage facility either by a law enforcement officer of the Auburn Police Department or by a contractor for towing and storage.
- E. “Guardian” means a parent, legal guardian, or adult responsible for the care and supervision of a minor.
- F. “Minor” means any person under the age of 18.

10.57.020 Prohibited operation of electric motorcycles.

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- D. A person may not operate any class of electric-assisted bicycles within a park that contains bicycle-specific facilities, such as, but not limited to, the asphalt pump track and dirt bicycle track at Cedar Lanes Bike Park.
- E. A guardian may not authorize, knowingly permit, cause, allow, or fail to reasonably prevent a minor in their care to operate an electric-assisted bicycle in violation of this chapter. A guardian who authorizes, knowingly permits, causes, or allows a minor in their care to operate an electric-assisted bicycle in violation of this chapter shall be jointly and severally liable with the minor for the penalties set forth in ACC 10.57.040(C).

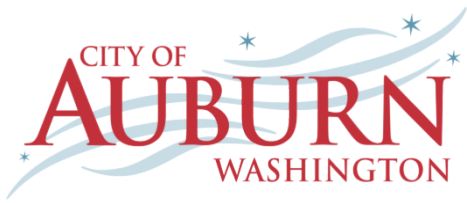
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 - 2. Second violation: \$250.00.
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- D. In addition to the penalties set out in this chapter, violators must pay the costs of impound, towing, storage, and court fees.

10.57.050 Enforcement Authority

The Auburn Police Department is authorized to enforce the provisions of this chapter and may issue civil infractions, impound vehicles, and take other lawful action necessary to protect public safety and ensure compliance.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5910 (Whalen/Krueger)
A Resolution authorizing the Mayor to execute on behalf of the City, a
Lease Termination Agreement followed by a new Lease Agreement with
Longhorn Barbeque Outpost, Inc., D/B/A Bogey's Public House

Meeting Date:

August 3, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5910.)

Department:

Legal

Attachments:

Resolution No. 5910, Exhibit A -
Termination Agreement, Exhibit
B - New Lease Agreement

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5910.

Background for Motion:

This lease replaces the existing Concessionaire Agreement for Bogey's Public House at the Auburn Municipal Golf Course. The new lease provides a more organized and comprehensive framework that better defines the rights, obligations, and responsibilities of both the City and the tenant.

Background Summary:

Longhorn Barbeque Outpost, Inc., d/b/a Bogey's Public House ("Bogey's"), and the City entered into a Concessionaire Agreement (essentially a lease) dated April 20, 2015, for the restaurant and banquet space located within the Clubhouse at the Auburn Municipal Golf Course.

While the original lease served the parties for many years, certain provisions could benefit from greater organization and clarity. This new lease provides a more logical structure and more clearly defines the parties' respective rights, obligations, and responsibilities.

Councilmember: Hanan Amer

Staff: Jason Whalen, Julie Krueger

RESOLUTION NO. 5910

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY, A LEASE TERMINATION AGREEMENT FOLLOWED BY A NEW LEASE AGREEMENT WITH LONGHORN BARBEQUE OUTPOST, INC., D/B/A BOGEY'S PUBLIC HOUSE

WHEREAS, the City of Auburn ("City") and Longhorn Barbeque Outpost, Inc., doing business as Bogey's ("Bogey's") entered into a Concessionaire Agreement dated April 20th, 2015, for restaurant and banquet space located within the Clubhouse at the Auburn Municipal Golf Course (the "Golf Course"), which agreement was subsequently amended on March 3rd, 2021 ("First Amendment"), March 31st, 2021 ("Second Amendment"), and again on April 28th, 2022 ("Third Amendment") (collectively the "Original Lease"); and

WHEREAS, the City and Bogey's desire to terminate the Original Lease and replace it with this Lease in order to more clearly define and clarify the parties' respective rights, obligations, and responsibilities; and

WHEREAS, the parties intend that this Lease shall be effective August 1, 2026, regardless of whether this Lease is executed before or after such date.

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

Section 1. The Mayor is authorized to execute the Termination Agreement respective of the Original Lease, attached as Exhibit A and execute the new lease agreement attached as Exhibit B.

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

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

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

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

LEASE TERMINATION AGREEMENT
(Longhorn Barbecue Outpost, Inc., D/B/A Bogey's Public House)

This Lease Termination Agreement ("Agreement") is effective as of the 3^{1st} day of July, 2026 (the "Termination Date"), by and between The City of Auburn, a Washington municipal corporation ("Landlord" or "City") and Longhorn Barbecue Outpost, Inc., a Washington for profit corporation, d/b/a Bogey's Public House ("Tenant" or "Bogey's").

I. RECITALS

1. Landlord and Tenant originally entered into a Concessionaire Agreement (lease) for the restaurant and banquet space dated April 20th, 2015, which was further amended on March 3rd, 2021 ("First Amendment"), March 31st, 2021 ("Second Amendment") and again on April 28th, 2022 ("Third Amendment"). Collectively the Concessionaire Agreement and amendments are defined as the "Lease"; and

2. The termination of this Lease and the execution of a new replacement lease is ratified through the approval of Resolution 5910 of the Auburn City Council.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Landlord and Tenant agree as follows:

II. AGREEMENT

1. Termination. The Lease between Landlord and Tenant, including any option rights thereunder, shall terminate on the day prior to the execution of the new replacement lease (the "Termination Date"), and shall be subject to the Auburn City Council's adoption of Resolution 5910 and the terms of the replacement lease, attached as Exhibit B to Resolution 5910, and execution of said replacement lease by both the City and Bogey's. This Lease shall remain in full effect until the foregoing has been completed.

2. General Provisions.

- a. Time is of the essence in the performance of the parties' respective obligations set forth in this Agreement.
- b. This Agreement constitutes the entire understanding of the parties and all prior agreements, representations, and understandings between the parties, whether oral or written. The parties acknowledge that each party has had the opportunity to have independent legal review and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

- c. This Agreement shall be construed under Washington law and venue for any claims arising out of this Agreement shall be in King County, Washington.
- d. If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement.
- e. This Agreement, including Exhibits and/or addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Premises and the Lease. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied, except as may be set forth herein.
- f. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.
- g. The parties hereto agree that each party shall be responsible for their own attorneys' fees and costs incurred in the negotiation for and preparation of this Agreement. In the event any dispute between the parties over the terms of this Agreement results in litigation, venue shall be in Pierce County and the prevailing party in any such action shall be reimbursed by the non-prevailing party for all reasonable costs and expenses, including, without limitation, reasonable attorneys' and experts' fees and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any, including any appeal.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

LANDLORD:
City of Auburn

TENANT:
Longhorn Barbeque Outpost, Inc.

By: _____
Nancy Backus, Mayor

By: _____
Matthew Altick, Owner

Approved as to form:

By: _____
David Allen Davis, Owner

By: _____
Jason Whalen, City Attorney

LEASE AGREEMENT FOR RESTUARNT SPACE BETWEEN THE CITY OF
AUBURN AND LONGHORN BARBECUE OUTPOST, INC.,
D/B/A BOGEY’S PUBLIC HOUSE

THIS LEASE AGREEMENT (the “Lease”), is entered into this _____ (the “Lease Date”) by the City of Auburn, a Washington municipal corporation (“Landlord” or “City”) and Longhorn Barbecue Outpost, Inc., a Washington for profit corporation, d/b/a Bogey’s Public House (“Bogey’s” or “Tenant”), UBI # 602.270.163.

RECITALS:

1. The City owns and operates the Auburn Municipal Golf Course (the “Golf Course”), located at 29630 Green River Rd. SE, Auburn, WA 98092, King County parcel number 0521059011, which contains among other things a clubhouse and within the clubhouse built out space for a restaurant, banquet room, pro-shop, and restrooms; and
2. Landlord and Tenant originally entered into a Concessionaire Agreement for the restaurant and banquet space dated April 20th, 2015 which was further amended on March 3rd, 2021 (“First Amendment”), March 31st, 2021 (“Second Amendment”) and again on April 28th, 2022 (“Third Amendment”). Collectively the Concessionaire Agreement and amendments are defined as the “Original Lease”; and
3. Landlord and Tenant each desire to terminate and replace the Original Lease in its entirety with this Lease, in order to more clearly define and clarify the respective rights, obligations, and responsibilities of the parties; and
4. The termination of the Original Lease and acceptance of this Lease is ratified through the approval of Resolution 5910 of the Auburn City Council,

NOW, THEREFORE, in consideration of their mutual promises set out in this Lease, Bogey’s and the City:

ARTICLE 1: PREMISES LEASED

1.1 Premises. For and in consideration of the Rent and Tenant’s performance of the terms, conditions, and covenants of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the permissible uses set forth in Article 4, certain portions of the Auburn Municipal Golf Course Clubhouse (the “Clubhouse”), consisting of the following areas on the main floor as depicted in **Exhibit A-1**: the kitchen (Room 101), restaurant seating area (Room 102), banquet room north (Room 103A), banquet room south (Room 103B), banquet storage room (Room 104), and north screened area (Room 117).

In addition, Tenant shall have access to and use of the basement areas of the Clubhouse depicted in **Exhibit A-2**, consisting of approximately 15 feet by 30 feet of space, including a storage room, adjacent storage area, and communication closet.

All of the foregoing areas, as depicted in **Exhibits A-1** and **A-2**, collectively constitute the “Premises.”

1.2 Common Areas. As part of Tenant’s consideration for Rent and its performance of the obligations under this Lease, Tenant shall have non-exclusive access to and use of the following areas (collectively, the “Common Areas”): the lobby (Room 109), common hallways (Rooms 108 and 112), restrooms (Rooms 110 and 111), janitorial closet (Room 113), mechanical/electrical room (Room 114), verandas (Rooms 115 and 116), patio areas, walkways, trash enclosure, and parking areas.

1.3 Landlord’s Right to Reserve the Banquet Room. Landlord reserves the right to use the banquet room for up to ten (10) events per calendar year. For each such event, Landlord shall pay Tenant no fee, charge, or rent for Landlord’s use of the room, and Tenant shall not be entitled to any concession, credit, or offset against Rent. Landlord shall coordinate and schedule such events with Tenant at least thirty (30) days in advance. If a proposed Landlord event conflicts with a previously scheduled Tenant event (i.e., an event outside Tenant’s normal restaurant operations), Tenant’s event shall control.

ARTICLE 2: TERM

2.1 Initial Term. The initial term of this Lease (the “Term”) shall commence on **August 1, 2026** (the “Commencement Date”) and expire at 11:59 p.m. on **October 31, 2029** (the “Expiration Date”), unless sooner terminated in accordance with this Lease. If Landlord is unable, for any reason, to deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall have no liability therefor and this Lease shall not be affected; provided, however, that the Commencement Date shall be deemed to occur on the date possession is actually delivered to Tenant, and the Expiration Date shall be adjusted accordingly.

2.2 Extension Option(s). Provided Tenant is not in default and has faithfully performed all terms and conditions of this Lease, Landlord hereby grants Tenant an “Extension Option” to extend the Term of this Lease, for an additional two (2) consecutive years (the “Extension Term”). Should Tenant elect to exercise the Extension Option, Tenant shall provide Landlord with written notice thereof (the “Extension Notice”) by June 1 prior to the Expiration Date of the then current Term. The parties shall negotiate in good faith, as provided in Article 3.4, to determine the Rent for the Extension Term. The Extension Term shall commence immediately upon expiration of the then-current Term, without interruption.

If Tenant fails to timely submit an Extension Notice, or the parties are unable to agree on Rent for the Extension Term, this Lease shall expire on the Expiration Date, unless Tenant remains in possession pursuant to the holdover provisions set forth in Article 15.9.

2.3 Tenant's Property. Prior to the Expiration Date or immediately upon any earlier termination of the Term, Tenant shall, at its sole cost and expense, remove all of Tenant's personal property, equipment, furnishings, inventory, and any other property owned by Tenant (collectively, "Tenant's Property") from the Premises. Tenant shall repair any damage to the Premises caused by the removal of Tenant's Property and restore the affected areas to substantially the same condition existing immediately prior to such removal, reasonable wear and tear excepted.

Subject to applicable Washington law and unless otherwise agreed to in writing by Landlord, any of Tenant's Property remaining on the Premises more than fourteen (14) days after the expiration or earlier termination of the Term shall be deemed abandoned and, at Landlord's sole option, may be retained by Landlord, sold, or otherwise disposed of by Landlord in accordance with applicable law and without liability to Tenant. Tenant shall reimburse Landlord for all reasonable costs incurred in removing, storing, selling, or otherwise disposing of any abandoned Tenant Property, which costs shall constitute Additional Rent due under this Lease.

A list of Tenant's Property as of the Effective Date is attached as **Exhibit B** for reference.

This Section shall survive the expiration or earlier termination of this Lease.

ARTICLE 3: **RENT**

3.1 Rent. Tenant shall pay rent ("Base Rent") in the amounts and in accordance with the attached Rent Schedule, which includes, for reference, the leasehold excise tax and the amortized Back Rent and Utilities (each as defined below). Base Rent shall be due and payable in advance on the first (1st) day of each calendar month, without notice or demand, and shall be paid to City of Auburn – Attn: Finance Department, 25 W Main Street, Auburn, Washington 98001, or to such other place as Landlord may designate in writing. All Base Rent shall be paid without offset, abatement, deduction, or counterclaim. If the Term commences or expires on a date other than the first or last day of a calendar month, Base Rent for such partial month shall be prorated on a thirty (30)-day basis. Base Rent and Additional Rent are collectively defined as Rent.

3.2 Additional Rent. In addition to Base Rent, Tenant shall pay as additional rent ("Additional Rent"):

- a) leasehold excise tax imposed by Chapter 82.29A RCW in the amount of 12.84% of the Base Rent;
- b) the sum of \$24,294.40 for back utilities and rent ("Back Utilities & Rent"), which shall be amortized and repaid in thirty-eight (38) equal monthly installments of \$639.33; and
- c) any other sums or charges that become due and owing from Tenant to Landlord under this Lease from time to time. The Rent Schedule is intended to reflect the leasehold excise tax

and the monthly installments of Back Utilities & Rent for convenience only, and shall not limit Tenant's obligation to pay Additional Rent as required herein.

All Additional Rent shall be due and payable in the same manner and at the same time as Base Rent, unless otherwise expressly provided herein, and shall be subject to the same terms and conditions applicable to Base Rent.

Notwithstanding the expiration or earlier termination of this Lease, Tenant shall remain liable for and shall promptly pay all Additional Rent that accrues or becomes due as a result of Tenant's obligations under this Lease, whether such Additional Rent is determined before or after the expiration or earlier termination of the Lease. The parties agree that this obligation shall survive the expiration or earlier termination of this Lease.

3.3 Late Charges. Tenant acknowledges that late payments of Base Rent, Additional Rent, or any other sums due will cause the Landlord to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of Rent, Additional Rent, or other sum due from Tenant is not received by the Landlord by the 10th of the month being due, then without any requirement for notice, Tenant shall pay to Landlord a late charge of five (5%) of the Rent, Additional Rent, or other sum amount overdue. The parties agree that such late charges represent a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment. Acceptance of such late charge by the 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.

In addition to the late charges provided for in this section, any sums of Rent, Additional Rent, and any other sums due, including late charges, not received by the 1st calendar day of the following month when due shall accrue interest in the amount of one and one-half percent (1 ½%) per month from the original date due until paid in full.

3.4 Extension Term Rent. Upon receipt of Tenant's Notice, the parties shall negotiate in good faith to determine the rental rate and terms for such Extension Term. If the parties have not agreed on the rental rate by September 1 of the final year of the then-current Term, the parties shall, within five (5) business days thereafter, mutually elect in writing to: (a) determine the fair market rental rate through an appraisal process; (b) terminate this Lease as of the then-scheduled Expiration Date; or (c) determine the fair market rental rate through another mutually agreed-upon method. If the parties fail to timely agree on such election, this Lease shall expire on the then-current Expiration Date, and Tenant shall surrender the Premises to Landlord.

"Fair Market Rent" shall mean the rental rate that would be agreed upon in an arm's-length transaction between a willing landlord and willing tenant, taking into account comparable properties used for similar purposes, and other relevant market conditions. The Fair Market Rent for the Extension Term, once determined and if applicable, shall be applied retroactively to the commencement date of the Extension Term, and any necessary adjustments between the parties shall be promptly reconciled.

If the parties elect to utilize an appraisal or other third-party process involving a fee, such fees shall be shared equally. In no event shall the rental rate for the Extension Term be less than the rental rate in effect immediately prior to the commencement of the Extension Term. Notwithstanding anything to the contrary in this Lease, so long as the parties are timely and diligently pursuing an active appraisal or other mutually agreed-upon third-party determination process to establish the Fair Market Rent for the Extension Term, the Holdover Period provisions of this Lease shall not apply; provided, however, that if such process is not completed within sixty (60) days following the Expiration Date, or if either party fails to timely and diligently participate in such process, the Holdover Period provisions shall apply thereafter.

ARTICLE 4: **PERMISSIBLE USES**

4.1 Restaurant Operations. Tenant shall use the Premises solely for the operation of a restaurant, food concessions, lounge service, alcohol sales (subject to all required licenses and approvals), and catering (collectively, the “Permitted Uses”), and notwithstanding any other permissible use in this Article 4, no other purpose without Landlord’s prior written consent, which may be granted or withheld in Landlord’s reasonable discretion and may be conditioned upon additional requirements.

4.1.1 Applicable laws, licenses, & permits. Tenant shall, at its sole cost and expense, comply with all applicable laws, codes, ordinances, rules, and regulations, including, without limitation, the then-current Auburn City Code, and shall obtain, maintain, and keep in good standing all permits, licenses, and approvals required for the Permitted Uses. Without limiting the foregoing, Tenant shall at all times maintain all required liquor licenses and approvals for the sale and service of alcohol, comply with all applicable liquor control laws and regulations, and immediately notify Landlord of any suspension, revocation, or material adverse action affecting any such license. Failure to abide by any of the foregoing requirements shall constitute a Default under this Lease.

4.1.2 Health & Sanitation. Tenant shall also, at its sole cost and expense, comply with all applicable health, sanitation, cleanliness, and safety requirements, as such requirements may be amended from time to time, including, without limitation, proper maintenance, cleaning, and servicing of grease traps, kitchen exhaust systems, and hood systems in accordance with applicable law and manufacturer requirements. Tenant shall ensure that all such systems are serviced and cleaned at commercially reasonable intervals and in no event less frequently than required by applicable law or industry standards.

4.1.3 Days & Hours of Operations & Staffing. Tenant shall hold the restaurant open to the public seven (7) days per week excluding Thanksgiving, Christmas Eve, and Christmas or any other day for which the Golf Course is also not open to the public. The Golf Course Manager, Director of Parks, Arts, and Recreation Director or such other person designated by Landlord shall notify Tenant of any expected closures of the Golf Course no less than thirty (30) days in advance of such expected closure or immediately in the event of an emergency. Tenant shall maintain

adequate staffing and operational capacity to provide services consistent with Permitted Uses and the required hours of operation set forth in this Lease.

4.1.3.1 Peak Golf Season. At a minimum during Peak Golf Season (defined as April through September), Tenant shall cause the restaurant to be open weekdays from 11 a.m. through 8 p.m. and on weekends from 9am through 8pm.

4.1.3.2 Non-Golf Season. At a minimum during Non-Golf Season (defined as October through March), Tenant shall cause the restaurant to be open from 11 a.m. through 6 p.m.

4.2 Beverage Cart. In addition to those Permitted Uses described in Article 4.1, Tenant shall also operate at its own cost and expense, its own beverage/snack cart (“Beverage Cart”) on the golf course selling customers on the golf course beverages, alcoholic beverages, food items, and other snack assortments.

4.2.1 Beverage Cart Schedule. Except for days experiencing inclement weather Tenant shall operate the Beverage Cart according to the following schedule:

- a. April 1st – April 30th:** Friday through Sunday & Tournament Days/Special Events
- b. May – Labor Day:** Seven day a week
- c. Labor Day – September 30th:** Friday through Sunday & Tournament Days/Special Events
- d. October – March:** Tournament Days/Special Events

Tenant is permitted to operate the Beverage Carts on days outside of those listed above.

4.2.2 Beverage Cart Fuel. Tenant shall, at its sole cost and expense, be responsible for all gasoline (“Fuel”) used in connection with its Beverage Cart, and any beverage cart so operated by Tenant, provided by Landlord. Tenant may use Landlord’s fuel facilities solely for fueling the Beverage Carts, subject to Landlord’s reasonable rules and procedures.

All fueling at Landlord’s facilities shall be performed by Landlord’s golf course personnel. Tenant shall coordinate with such personnel for access to the fuel facilities. At the time of each fueling, Landlord’s personnel shall record the number of gallons dispensed, and Tenant (or its authorized representative) shall verify and initial such record.

Landlord’s golf course personnel shall report Tenant’s monthly fuel usage to Landlord’s finance department. Tenant shall reimburse Landlord for all Fuel dispensed to Tenant, which shall be billed monthly as Additional Rent, based on the number of gallons used at a rate equal to Landlord’s actual cost (defined as the cost per gallon Landlord paid for the Fuel) per gallon plus fifty cents (\$0.50) per gallon. Landlord’s invoice shall identify both Landlord’s cost and the rate charged to Tenant.

4.2.3 Landlord's Beverage Cart. Landlord and Tenant acknowledge that Landlord also owns beverage/snack carts, but that Landlord will not operate or permit another vendor or operate its own beverage/snack carts in competition with the Tenant. Instead, Landlord shall make available for a daily fee ("Use Fee") of Forty Dollars (USD) (\$40.00) plus sales tax and the cost of fuel as outlined in Article 4.2.2 above, use of Landlord's beverage cart to Tenant. The Use Fee shall only be applied in the event Tenant is operating Landlord's Beverage Cart in place of its own beverage cart. The Use Fee shall not be applied in the event Tenant is operating Landlord's Beverage Cart in addition to its own cart, by request of the Golf Course Manager or as deemed necessary by the Landlord during Peak Golf Season or Tournament Days/Special Events. In addition to the Use Fee, Landlord may impose additional reasonable conditions as it deems appropriate, including but not limited to insurance coverage requirements.

4.3 Ancillary Uses & Activities. Tenant, with Landlord's approval, which shall not unreasonably be withheld, conditioned or delayed, may install, maintain, operate, or permit vending machines, amusement devices, arcade or video games, pull-tab machines, lottery devices, jukeboxes, ATM machines, and similar ancillary equipment or services within Tenant's Premises, provided that all such uses and devices are lawful, properly licensed and permitted, and operated in compliance with all applicable laws, regulations, and governmental requirements. All such devices and activities shall be located exclusively within Tenant's Premises and shall not interfere with the operation of the golf course, clubhouse, or other areas of the Property.

4.4 Non-Competing Uses. Tenant shall not sell or offer for sale clothing (other than Tenant-branded merchandise), golf equipment, or other golf-related accessories or merchandise without Landlord's prior written approval.

Likewise, Landlord agrees that it shall not, nor shall it permit, without Tenant's express written consent, third parties to, sell prepared kitchen or restaurant-style food, alcoholic beverages, or other substantially similar restaurant or bar items on the Golf Course or within or around the Clubhouse outside of Tenant's Premises. Notwithstanding the foregoing, Landlord may sell pre-packaged food items, doughnuts, bagels, coffee, canned or bottled non-alcoholic beverages, and other similar concession-style items from its pro-shop.

ARTICLE 5: MAINTENANCE & JANITORIAL

5.1 Landlord's Maintenance Responsibilities. Landlord shall, at its sole cost and expense, be responsible for all repair and maintenance of the exterior of the Clubhouse, including, without limitation, landscaping, foundation, exterior walls, the patio, sidewalks, siding, exterior windows (excluding Tenant's walk-up window), exterior doors, roof, gutters, and downspouts, as well as the basement, parking lot, parking lot gate(s) and trash enclosure.

Landlord shall further be responsible for all repair and maintenance of the mechanical, plumbing, and electrical systems serving the Clubhouse, including HVAC, electrical, and plumbing systems

and related fixtures serving the interior and exterior areas of the Clubhouse, except for those systems and fixtures exclusively serving the Tenant's Premises. Notwithstanding the foregoing, Landlord shall be responsible for performing, or causing to be performed, all routine and preventative maintenance of the HVAC system exclusively serving the Tenant's Premises, including inspections, regularly scheduled servicing, filter replacements, testing, adjustments, and other preventative maintenance necessary to keep such HVAC system in good operating condition. Notwithstanding the foregoing, Landlord shall also be responsible for the repair, replacement, and maintenance of all propane tanks, including the 1,000 gallon tank servicing Tenant's Premises.

In the event any damage to areas or systems maintained by Landlord is caused by the negligence or willful misconduct of Tenant or its agents, employees, contractors, invitees, or guests, Landlord shall remain responsible for completing the required repairs; provided, however, that Tenant shall reimburse Landlord for the actual cost of such repairs, together with an additional amount equal to ten percent (10%) of such cost to compensate Landlord for administrative oversight and management of the repairs, which amounts may be charged as Additional Rent.

5.2 Tenant's Maintenance Responsibilities. Tenant shall, at all times and at its sole cost and expense, maintain the Premises in good order, condition and repair and shall take all reasonable measures and make all repairs and replacements necessary to satisfy such obligations, including, without limitation, repairs and replacements to interior walls, interior drywall located on exterior walls, floors, floor coverings, lighting fixtures, drop ceilings, and all other non-structural interior improvements within the Premises.

With the exception of the underground 1,000 gallon propane tank and the HVAC preventative maintenance noted in Section 5.1 above, Tenant shall further be responsible for the inspections, repair, maintenance, replacement, and preventative maintenance of all fixtures, equipment, systems, and improvements that either serve the Premises or are utilized in connection with Tenant's business operations, including, without limitation, all kitchen equipment, exhaust and ventilation systems, fire suppression systems, FOG (fats, oils, and grease) systems, HVAC and hot water systems exclusively serving the Premises, plumbing, drains, beverage and glycol lines, bars, coolers, to include the basement walk-in cooler and associated equipment, freezers, and all entertainment and communication equipment, whether located inside or outside of the Premises. Unless otherwise noted herein, Tenant shall perform routine preventative maintenance for all such systems and equipment in accordance with manufacturer recommendations, industry standards, and applicable code requirements, including regular servicing, inspections, cleaning, and replacement of components.

Tenant's responsibility for utility systems shall commence at the electrical panels K1, K2, and K3 which exclusively service the Premises with respect to electrical service, and with respect to plumbing and water service, for all water lines, valves, fixtures, equipment, and appurtenances exclusively serving the premises from the point such lines branch from the main building water distribution system, and for all sanitary sewer, grease waste, and drain lines exclusively serving the Premises from the point such lines connect to the main building system.

All repairs, maintenance, replacements, and other work performed by or on behalf of Tenant shall be completed in a professional, competent, and workmanlike manner, in compliance with all

applicable laws, ordinances, regulations, permits, and code requirements. Any contractor performing work on behalf of Tenant shall be properly licensed, bonded, and insured in accordance with applicable law and reasonably acceptable to Landlord.

Tenant shall not undertake any material repair, replacement, alteration, or modification affecting structural components, building systems, exterior areas, or life-safety systems without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

All repairs, maintenance, and replacements required of Tenant under this Lease shall be performed at Tenant's sole cost and expense, except for damage resulting from the negligence or willful misconduct of Landlord or Landlord's agents, employees, or contractors, or damage caused by fire, earthquake, storm, or other casualty covered by Landlord's property insurance, provided such damage was not caused, in whole or in part, by the negligence or misconduct of Tenant or Tenant's agents, employees, contractors, invitees, or guests.

If Tenant fails to commence and diligently pursue any required repair within thirty (30) days following written notice from Landlord, or sooner if immediate action is reasonably necessary to prevent further damage or protect health or safety, Landlord may, but shall not be obligated to, perform such repair, maintenance, or replacement on Tenant's behalf. Tenant shall reimburse Landlord for the actual cost thereof, together with an administrative fee equal to ten percent (10%) of such cost to compensate Landlord for oversight and management of the work, which amounts may be charged as Additional Rent.

5.3 Beverage Carts. Tenant shall, at its sole cost and expense, keep its Beverage Cart in good working order and operable condition and shall be solely responsible for all maintenance, repair, and replacement thereof. Tenant may request in writing that Landlord perform needed repairs to the Beverage Cart, which Landlord in its sole discretion, may accept or deny. Prior to a commencing any such work, Landlord shall provide Tenant with the applicable hourly labor rate to make requested repairs.

If Landlord agrees to perform any such maintenance or repairs, Tenant shall reimburse Landlord for all labor at such rate, together with the cost of all parts and materials at Landlord's actual cost plus a ten percent (10%) markup to compensate Landlord for oversight and coordination of such repairs. All amounts due under this Section shall be invoiced by Landlord and paid by Tenant as Additional Rent.

Any maintenance or repair services performed by Landlord are provided as a convenience only, and Landlord shall have no obligation to perform such services. Landlord makes no warranties, express or implied, with respect to any such services or the results thereof, and shall not be liable for any failure or defect in the Beverage Cart; provided, however, that Landlord shall perform any accepted work in a commercially reasonable manner.

Landlord shall be solely responsible for the maintenance, repair, and replacement of Landlord's own beverage cart, except to the extent any damage is caused by the misuse or negligence of Tenant. In the event such damage is caused by the misuse or negligence of Tenant, Landlord shall

perform, or cause to be performed, the necessary repairs, and Tenant shall reimburse Landlord for the actual cost of such repairs, including labor, plus an administrative fee equal to ten percent (10%) of the repair cost. Such reimbursement shall be due as Additional Rent.

5.4 Janitorial. Each party shall use commercially reasonable efforts in fulfilling its respective janitorial obligations described herein.

5.4.1 Tenant's Janitorial Responsibilities. Tenant shall, at all times and at its sole cost and expense, keep the Premises in a clean, safe, sanitary, and orderly condition, and shall use commercially reasonable efforts and industry-standard practices to maintain the Premises, the patio area located adjacent to the restaurant dining room (the "Patio"), and the Clubhouse trash enclosure free from undue waste, rubbish, debris, grease accumulation, offensive odors, pests, and hazardous conditions.

Tenant shall supply all janitorial products, supplies, and equipment to perform Tenant's janitorial and sanitation services at a frequency reasonably necessary to maintain the Premises and Patio in a consistently clean and sanitary condition in light of Tenant's operations, customer traffic, and use of the Premises. Tenant's janitorial responsibilities shall include, without limitation:

- a. Daily sweeping, vacuuming, and mopping of the flooring and carpeting within the Premises and on the Patio;
- b. Annual and further spot cleaning of the carpets within the Premises;
- c. Annual pressure washing of the Patio;
- d. Daily cleaning of windows (inside and out), doors, tables, chairs, counters, and other surfaces located within the Premises or on the Patio;
- e. Daily removal and disposal of trash, garbage, recyclables, food waste, grease waste, and other refuse generated by Tenant's operations in compliance with all applicable laws, health regulations, recycling requirements, and waste disposal regulations applicable to restaurant operations;
- f. Daily cleaning, litter, and debris collection on and around the Patio and in and around the Clubhouse trash enclosure;
- g. Pest control for Tenant's Premises;
- h. Immediate cleanup and remediation of spills, grease, broken glass, food waste, liquids, or other hazardous or unsanitary conditions caused by Tenant's operations;
- i. Maintaining all food preparation, storage, and service areas in compliance with applicable laws, health department regulations, and industry sanitation standards; and

- j. Unclogging and clearing sinks, drains, grease lines, or plumbing lines serving the Premises to the extent such condition is caused by Tenant's operations, food service activities, grease accumulation, improper disposal practices, or misuse by Tenant, its employees, contractors, agents, or invitees.

Tenant shall clean, maintain, and service all Tenant-owned or exclusively Tenant-used equipment in accordance with commercially reasonable standards and all applicable manufacturer recommendations, industry practices, and governmental requirements. Such equipment shall include, without limitation, stoves, ovens, grills, fryers, freezers, refrigerators, hood systems, grease traps, drink lines, fire suppression systems, and FOG (fats, oils, and grease) systems.

5.4.2 Landlord's Janitorial Responsibilities. Landlord shall, at all times and at its sole cost and expense, be responsible for janitorial services and general cleanliness within Landlord's exclusive areas, the common areas, and all other portions of the Golf Course not expressly designated herein as Tenant's responsibility. Landlord shall maintain such areas in a reasonably clean, safe, sanitary, and orderly condition consistent with the operation of a public golf course facility.

Landlord's responsibilities shall include, without limitation:

- a. Cleaning, stocking, sanitizing, and maintaining the common area restrooms, including replenishment of paper products, soap, and other customary restroom supplies;
- b. Pest control services for the Clubhouse exterior, Landlord maintained portions of the Clubhouse interior, and other Landlord-maintained portions of the Golf Course;
- c. Providing clean and safe access to the Golf Course, parking areas, Clubhouse, and Common Areas unless unsafe access is caused by grease, spills, or other condition are caused by Tenant's operations (at which point they would be Tenant's responsibility to clean)
- d. Supply and deploy snow removal and ice melt in the parking areas, walk-ways, and around the Clubhouse;
- e. Removal of trash and debris from common areas (excluding the Patio); and
- f. The right, upon reasonable notice and during normal business hours (except in emergencies), to inspect the Premises, Patio, trash enclosure, and related areas to confirm Tenant's compliance with the janitorial, sanitation, health, safety, and maintenance obligations set forth herein.

ARTICLE 6: UTILITIES

6.1 Tenant's Premises. Unless otherwise stated herein, Tenant, at its sole cost and expense, shall establish and maintain in Tenant's name, all utility accounts servicing exclusively the Premises. Such utilities and services shall include, without limitation, electricity, gas/propane, water, sewer, telephone, internet, trash collection, recycling, food waste or compost collection, grease disposal, and any other utility, sanitation, waste handling, or restaurant-related services associated with Tenant's use and occupancy of the Premises. Tenant shall establish and maintain the account(s) associated with water meter # 82387988.

6.1.1 Security. Tenant may, upon Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, install or cause to be installed a security system serving the Premises. All costs associated with the installation, connection, monitoring, maintenance, repair, replacement, and operation of such security system shall be Tenant's sole responsibility. If Tenant installs a security system, Tenant shall provide Landlord with all applicable alarm codes, access credentials, and any updates or changes thereto, for emergency and property management purposes.

6.2 Common Areas. Landlord shall establish, maintain, and pay for all utility accounts servicing the Common Areas, Landlord's exclusive-use areas, and any other portions of the Clubhouse not exclusively serving the Premises. In the event any utility service benefits both the Premises and the Common Areas or other portions of the Clubhouse, Landlord may, at its option and expense, install a submeter or other reasonable measuring device to determine Tenant's actual utility usage. Tenant shall reimburse Landlord, as Additional Rent, for the cost of utilities consumed by Tenant as measured by such device.

If no submeter or other measuring device is installed, Landlord shall remain responsible for the full cost of such utility service, including all associated maintenance and repair costs relating thereto.

6.3 Internet, Communication, & Entertainment Services. Tenant is responsible at its sole cost and expense for establishing and maintaining for its Premises, its own internet, and television/streaming (entertainment) services. Tenant agrees to ensure that any such services do not in any way interfere with Landlord's services or the publicly accessible internet broadband service (should any exist). If Landlord provides notice to Tenant that one of Tenant's services is causing interference with one of Landlord's services, the public service, or any other prior existing Landlord service, Tenant agrees to take corrective action within 24-hours of notification. If Tenant does not take corrective action within 48 hours of notification, Landlord may take corrective action at Tenant's full cost and expense, including the cost of bringing in any professional(s) deemed necessary by Landlord, plus an additional ten (10%) of the sum total for administrative and oversight purposes. Landlord agrees to provide reasonable access to Tenant or Tenant's agents to those areas necessary in housing such systems.

6.4 Interruption of Service; No Abatement or Liability. Except to the extent caused by the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors, any failure by Landlord to furnish, or cause to be furnished, the utilities or services described in this Lease, or any interruption or cessation thereof, for any reason—including, without limitation, mechanical breakdown, maintenance, repair or replacement of equipment, strikes, riots, acts of

God, labor or material shortages, compliance with governmental laws, regulations, restrictions, or voluntary or mandatory governmental or industry guidelines, or other similar causes—shall not (i) render Landlord liable for any damages to persons, property, or products, or for any economic or consequential losses incurred by Tenant, (ii) constitute an actual or constructive eviction, (iii) entitle Tenant to any abatement of rent, or (iv) relieve Tenant of its obligations under this Lease.

ARTICLE 7 **CASUALTY**

7.1 Natural Disaster or Act of God. In the event that the Premises is damaged due to a natural disaster or act of God, if the cost of repairing or reconstructing the Premises to the condition and form immediately prior to such damage or destruction does not exceed thirty-three percent (33%) of the then new replacement cost thereof, then Landlord shall effect such repair, restoration, and reconstruction of the Premises so damaged or destroyed to substantially their condition prior to said damage or destruction in a timely manner. All such work shall be carried out in accordance with plans and specifications prepared by a licensed architect or engineer if such an architect or engineer is reasonably required given the scope and nature of the work. Landlord shall allow Tenant a proportionate abatement of Base Rent and leasehold excise tax from the date of the casualty through the date that Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant or any other occupant of the Property, or any of their agents, employees, invitees, transferees and contractors).

7.2 If the cost of repairing, restoring or reconstructing the Premises to the condition and form immediately prior to such damage or destruction exceeds thirty-three percent (33%) of the then new replacement cost thereof, then Landlord, in its sole discretion may elect by written notice to Tenant given within sixty (60) days after the date of the damage to terminate this Lease. If no notice of termination is given then unless otherwise agreed to in writing, all obligations set forth in this Lease shall continue, however, Landlord shall allow Tenant a proportionate abatement of Base Rent and leasehold excise tax from the date of the casualty through the date that Landlord renders its decision, even if said abatement is then issued as a reimbursement or partial reimbursement of Base Rent and leasehold excise tax timely paid to Landlord by Tenant.

7.3 Damage Due to Fire. In the event of damage or destruction due to fire determined not to have been caused by Tenant then Sections 7.1 and 7.2 above shall apply. If however, the cause of the fire, as determined by the local Fire Authority is determined to have been caused by Tenant, one of Tenant's guests, agents, employees, students or otherwise then the cost of said repair, restoration, reconstruction or replacement of the Premises shall be borne by Tenant. Repairs, reconstruction or replacement of the Premises shall be done in a commercially reasonable manner and with the approval of the Landlord and all obligations under this Lease, including Rent shall remain in full force during such period of repair, restoration, reconstruction or replacement.

ARTICLE 8: **ENVIRONMENTAL PROVISIONS**

8.1 Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition by any person upon Landlord of any obligation or cost (“liability”) of whatever form, including, without limitation, damages; claims; governmental investigations, proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or from the failure to satisfy a requirement of any environmental or land use law or regulation, proximately resulting from Tenant’s use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

8.2 Tenant has inspected the Premises and accepts it in its present “As-Is” condition. Tenant shall not cause the premises to be contaminated in any way and in the event of contamination shall immediately report such contamination to Landlord and shall cause any such contamination to be remedied by that method recognized by Washington State Department of Ecology and shall indemnify and hold Landlord harmless from all costs involved in implementing the remedy.

8.3 Any other provision of this Lease to the contrary notwithstanding, Tenant's breach of any covenant contained in this Article 8 shall be an Event of Default empowering Landlord, in addition to exercising any remedy available at law or in equity or otherwise pursuant to this Lease, to terminate this Lease and to evict Tenant from the Premises forthwith, or to terminate Tenant’s right to possession only without terminating this Lease.

8.4 Tenant shall notify Landlord within twenty-four (24) hours after Tenant becomes aware of (i) any release or threatened release of a reportable quantity (as defined by applicable law) of any Hazardous Substance (as defined under CERCLA and/or Washington Model Toxics Control Act) at or from the Premises, and (ii) any written notices, orders, or communications from any governmental authority relating to environmental conditions at the Premises arising from Tenant’s use or activities. Tenant shall also promptly notify Landlord of any non-reportable spill or condition that could reasonably be expected to result in environmental contamination or liability.

Tenant shall, at its sole cost, promptly take all actions required by applicable law to investigate, contain, and remediate any release caused by Tenant or its agents, and shall keep Landlord reasonably informed of such actions. If Tenant fails to timely perform its obligations after notice and a reasonable opportunity to cure (except in emergencies), Landlord may, but is not obligated to, perform such work, and Tenant shall reimburse Landlord for all reasonable costs incurred. Tenant shall indemnify, defend, and hold harmless Landlord from and against all claims, costs, and liabilities arising from environmental conditions caused by Tenant. This Section shall not apply to pre-existing conditions not caused or exacerbated by Tenant.

ARTICLE 9:
INSURANCE COVERAGE, INDEMNIFICATION / HOLD HARMLESS

9.1 Insurance – Tenant shall procure and maintain at all times the following types of insurance with the minimum amounts directed below, as applicable to the business being conducted by the Tenant:

- a. Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 in the amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, and \$2,000,000 products-completed operations aggregate limit. Such insurance shall contain contractual liability insurance covering the Premises and applicable leases, licenses, permits, or agreements.
- b. Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial activities in the amount of at least \$1,000,000 each accident. If any hazardous material, as defined by any local, state, or federal authority, is the subject, or transported, in the performance of this contract, a policy must be endorsed with the Insurance Services Office form CA9948 or equivalent.
- c. Special Causes of Loss Property insurance covering all improvements, fixtures, furniture, equipment, inventory, and other personal property located within the Premises in an amount not less than the full replacement cost thereof. Such coverage shall include equipment breakdown coverage insuring against mechanical and electrical breakdown or failure of boilers, HVAC systems, refrigeration equipment, cooking equipment, electrical systems, and other restaurant-related machinery and systems exclusively placed in or exclusively serving the Premises. Tenant shall be solely responsible for all deductibles and self-insured retentions associated with such coverage.
- d. Worker's Compensation insurance is required by law and employer's liability insurance in the amount of \$1,000,000 per accident, \$1,000,000 disease per person, \$1,000,000 disease policy limit is required by the Agreement.
- e. Business Interruption and Extra Expense insurance covering loss of income and operating expenses resulting from direct physical loss or damage to the Premises or Tenant's operations by covered causes of loss. Such coverage shall be maintained in amounts reasonably sufficient to protect Tenant's business operations for a period of not less than six (6) months. Tenant's policy shall include coverage for utility interruption, equipment breakdown, civil authority actions and include sufficient amounts to reimburse continuing rental obligations owing under this Lease during periods of interruption.
- f. Liquor Liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate.
- g. Commercial Umbrella or Excess Liability insurance on a follow-form basis with limits not less than \$1,000,000 per occurrence and aggregate.

9.2 Forms of Policies. All insurance shall be in a form and from an insurance company authorized to transact insurance business in the State of Washington and with A.M. Best's financial

rating of at least an A: VII. All policies, whether carried by Tenant or Subtenant, except worker's compensation policy, shall name the City of Auburn and its elected or appointed officials, officers, representatives, directors, commissioners, agents, and employees as "Additional Insured". The Tenant shall furnish endorsements evidencing the required coverage cited herein prior to engaging in any commercial activities. Tenant shall endeavor to provide Landlord with not less than thirty (30) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, except ten (10) days for nonpayment of premium, to the extent such notice is commercially available.

9.3 Deductibles and Self-Insured Retentions. Tenant shall be solely responsible for payment of all deductibles and self-insured retentions applicable to any insurance policies required under this Lease. Any deductible or self-insured retention shall not limit or reduce Tenant's liability or obligations under this Lease.

9.4 The Tenant's insurance coverage shall be primary insurance as respects Landlord. Any insurance, self-insurance, or insurance pool coverage maintained by Landlord shall be in excess of the Tenant's insurance and shall not contribute with it.

9.5 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.

9.6 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.

9.7 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.

9.8 Indemnification / Hold Harmless. Tenant shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Tenant and City. The provisions of this section shall survive the expiration or termination of this Lease.

ARTICLE 10:
ASSIGNMENT AND SUBLETTING

10.1 Assignment. Any assignment by Tenant of its Leasehold Estate in this Lease ("Assignment") to an unaffiliated third party ("Assignee") shall be subject to Landlord's prior written approval as provided herein. For purpose of this Lease, the term "Assignment" shall include a transfer of more than 50% interest in the Tenant entity to a non-affiliated third-party. Landlord's review and approval of an Assignment may not be unreasonably withheld, conditioned or delayed if Tenant submits the documentation required in Article 10.2 demonstrating that the Assignment fully satisfies the conditions set forth in Article 10.3 and subject to fees described in Article 10.4

10.2 Assignment Approval Process. To request Landlord's consent to an Assignment, Tenant shall submit to Landlord the following items at least thirty (30) days prior to the proposed effective date of such Assignment:

- a. The names of the direct owners, shareholders, members or partners that have day-to-day management responsibility of the proposed Assignee and any other information in Tenant's possession or control regarding the qualifications of the proposed Assignee or its direct owners, shareholders, members or partners;
- b. An explanation of the proposed ownership structure of the Assignee and the identity of the individuals or entities that will manage and operate the business;
- c. Pro forma financial and operating statements for the Assignee and the Premises for the twelve (12) month period following the effective date of the Assignment, together with information regarding any financing to be obtained by the Assignee in connection with the assignment and its operations at the Premises;
- d. A copy of the proposed assignment and assumption agreement which shall provide that the Assignee will be bound by all of the provisions, terms, covenants, and conditions of this Lease.

10.3 Conditions for Landlord's Reasonable Approval of Assignment. Landlord shall not withhold, condition, or delay its approval of any proposed Assignment once all of the following conditions are satisfied:

- a. Any Default by Tenant under this Lease will be cured at or prior to the effective date of the Assignment except to the extent the Event of Default is related to a specific covenant, representation or warranty of the transferring entity such that a breach thereof cannot be cured by an Assignee;
- b. All documentation required under Article 10.2 has been delivered to Landlord;

- c. The use and occupancy of the Premises by the Assignee will be consistent with Article 4;
- d. Assignee or its affiliates, members or managers have experience owning and managing comparable types of assets, or have retained a professional management company with experience in the management of comparable types of assets;
- e. Assignee's pro forma financial statements, and any security proposed to support Assignee's obligations under this Lease if required, demonstrate that, following the Assignment, Assignee will have the financial capacity to perform all Tenant obligations under this Lease;

If the foregoing conditions are not satisfied Landlord may reasonably withhold, condition or delay its consent to an Assignment. If Landlord does not respond to a request for consent within thirty (30) days after receiving a notice from Tenant requesting Landlord's consent to an Assignment, Landlord shall be deemed to have given its consent. Any denial of consent must be in writing, within thirty (30) days of Landlord's receipt of Tenant's request and must contain an explanation of those conditions that failed to be met and/or other reasonable grounds on which Landlord has denied consent. Upon consummation of an Assignment to which Landlord has consented, the transferring Tenant shall be released from obligations arising under this Lease from and after the date of such Assignment and, upon written request by the transferring Tenant, Landlord will execute and deliver commercially reasonable documentation in recordable form confirming its consent to the Assignment and release of the transferring Tenant as provided above.

10.4 No Waiver & Assignment Fee. Consent of the Landlord to any Assignment shall not operate as a waiver of the necessity for consent to any subsequent Assignment. In connection with each request for Landlord's consent to an Assignment, regardless of whether such Assignment is approved, Tenant shall pay to the Landlord, at the time of Assignment request, the Assignment of Lease fee noted in the most current City of Auburn Master Fee Schedule.

10.5 Subletting. Tenant shall have the right to sublease all or any portions of the Premises (such subleased portion, the "Subleased Space") to Subtenant(s) for use of the Premises consistent with Article 4 above; provided that:

- a. All sublease agreements shall be subordinate to and shall have a copy of this Lease attached as reference;
- b. Each Subtenant shall be subject to obtain insurance pursuant to Article 9 above if as and to the extent applicable to such Subtenant or the Subleased Space;
- c. Subtenants and their guests, customers, employees, agents and other related parties shall not conduct business or operations in violation of any ordinance, law, statute, order, or rule of any governmental agency having jurisdiction over the Golf Course, and,

- d. a copy of the mutually executed sublease shall be delivered to Landlord as soon as reasonably possible.

10.6 Sublease Approval. Prior to subletting Subleased Space to a Subtenant, Tenant shall first obtain Landlord's approval of the Subtenant and the Sublease terms ("Sublease Approval"), which Landlord shall not unreasonably withhold, condition or delay. To obtain Landlord's approval, Tenant shall supply to Landlord;

- a. the name of the proposed Subtenant, including any Articles of Incorporation as there may exist, the names of the owner(s), executive, and/or governing individuals;
- b. the proposed use of the Subleased Space;
- c. a copy of the proposed sublease terms; and
- d. financial statements for the proposed Subtenant, including previous two years tax returns and past twelve months of bank statements, most recent money market, brokerage accounts, or other financial statements that the Subtenant may have.

If Landlord does not provide Tenant a notice disapproving of the Subtenant and Sublease terms ("Sublease Disapproval Notice") within ten (10) business days from when requesting Sublease Approval then the Sublease Approval be deemed given.

ARTICLE 11: NOTICES

Any notice, consent, approval or other communication given by either party to the other relating to this Lease shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by other approved forms of electronic communication (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic communication, notice shall be deemed effective when sent.

The notice addresses of the parties are as follows:

CITY	Bogey's
Real Estate Division	Matt Altick
Attn: Josh Arndt / Real Estate Manager	206-396-7268

25 West Main St.
Auburn, WA 98001
253.288.4325
Jarndt@auburnwa.gov

Matt@longhornbarbecue.com
102 Main Street, Suite 304
Auburn, WA 98001

With Copies To:

City Attorney
25 W Main St.
Auburn, WA 98001

ARTICLE 12:

INSPECTION, ACCESS AND POSTED NOTICES

Landlord and any of its agents shall at any time upon seventy-two (72) hours advance written notice to Tenant, have the right to go upon and inspect the Premises, provided, however, that in the event the Landlord determines, in its sole and absolute discretion, that an emergency situation exists on or adjacent to the Premises, no advance notice to Tenant is required and Landlord may immediately go upon and inspect the Premises. Landlord shall have the right to serve, or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or by this Lease, any other notice or notices that may at any time be required or permitted by law or by this Lease. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, or other damages arising out of Landlord's entry on the Premises as provided in this Section except for such damage that is caused directly by, or through the gross negligence of, Landlord, their employees, agents, or representatives.

ARTICLE 13:

DEFAULT AND REMEDIES

13.1 Events of Default. Tenant will be in default ("Default") under this Lease if;

- a. any amount of Rent or other sums payable by Tenant to Landlord under this Lease remains unpaid for more than thirty (30) days after the date it is due;
- b. Tenant files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors;
- c. there is an involuntary bankruptcy filed against Tenant that has not been dismissed within sixty (60) days of filing;
- d. Tenant is adjudicated insolvent, or admits, in writing, its inability to pay its obligations in the ordinary course as they come due;

- e. a receiver, trustee, or liquidating officer is appointed for Tenant's business;
- f. if Tenant violates or breaches any of the other covenants, agreements, stipulations, or conditions described in the Agreement;
- g. Tenant transfer's any portions or interest in this Lease without obtaining prior consent of the Landlord or paying the appropriate assignment fees described in Article 10.4

13.2 Cure of Default. Upon an Event of Default in 13.1, Landlord shall send Tenant written notice of the violation. Upon receipt of such notice, Tenant shall have thirty (30) days to cure the violation. Any violation that continues beyond this 30-day period shall be grounds for Landlord's termination of this Lease. Tenant shall have no ability to cure a 3rd (or subsequent) distinct Event of Default occurring within a 12-month period.

13.3 Termination after Default. Landlord shall not elect to terminate the Lease as a result of any Default described above without first providing Tenant with written notice of Landlord's intent to terminate the Lease ("Termination Notice"); provided that any such termination shall be subject to Landlord compliance with the provisions of Article 13.2. Subject to the preceding sentence, Landlord shall have the rights and remedies provided in Articles 13.3 – 13.7, in addition to any other right or remedy available by law or equity (all notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable unlawful detainer/eviction statutes).

13.4 Default; Re-Entry. Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, terminate this Lease and/or Tenant's right to possession by written notice and re-enter and take possession of the Premises, remove all persons and property, and recover possession in accordance with applicable law. Tenant waives all claims arising from such re-entry and removal, except to the extent caused by Landlord's gross negligence or willful misconduct. No such re-entry shall be deemed a forcible entry.

13.5 Default; Reletting. Following re-entry, Landlord may, but shall not be obligated to, relet the Premises, or any portion thereof, for such term or terms (which may extend beyond the Term), at such rental rates, and upon such other terms and conditions (including, without limitation, concessions, free rent, tenant improvement allowances, and alterations), as Landlord, in its sole and absolute discretion, deems advisable. Reletting shall not be deemed an acceptance of surrender unless expressly agreed to by Landlord in writing, and Tenant shall remain liable for its obligations under this Lease except as expressly provided herein. Landlord shall have no obligation to mitigate damages except to the extent required by applicable law.

If Tenant has subleased any portion of the Premises, Landlord may, at its option, require any subtenant to attorn to Landlord and to pay all sublease rent and other sums directly to Landlord. Tenant hereby assigns to Landlord, as additional security, all applicable right, title, and interest in such sublease rents.

13.6 Default; Damages. Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, the following amounts:

- a. All accrued but unpaid Rent and other sums due as of the date of termination;
- b. Liquidated Damages. An amount equal to the Rent that would have become due under this Lease for eighteen months (18) months following the termination, or the expiration of the current Term, whichever is less, inclusive of any leasehold excise taxes, or adjustments (the parties agreeing that such amount represents a reasonable estimate of Landlord's damages and is not a penalty);
- c. Any Additional Rent owed to Landlord;
- d. All costs and expenses incurred by Landlord in connection with Tenant's default; enforcement of this Lease, recovery of possession, and reletting of the Premises, including/ without limitation, reasonable attorneys' fees, court costs, brokerage commissions, tenant improvements, alterations, and repair and maintenance costs
- e. Any other damages available at law or in equity, except that damages for loss of future Rent shall be limited to the amount set forth in subsection (b).

13.7 Application of Proceeds; No Double Recovery. All proceeds received by Landlord from any reletting of the Premises or from any subtenant following termination shall be retained by Landlord; provided, however, that such amounts shall be credited against the liquidated damages set forth in subsection (b) to the extent required to avoid a double recovery of Rent. Landlord shall otherwise have the right to apply such proceeds in such order and manner as Landlord may determine.

The rights and remedies of Landlord set forth herein are cumulative and in addition to all other rights and remedies available at law or in equity.

13.8 Indemnification. Nothing in this Article 13 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damage under the indemnification provisions or other provisions of this Lease.

13.9 Time is of the essence for this agreement.

ARTICLE 14: NON-DISCRIMINATION

14.1 Tenant, itself and its officers, employees, agents, contractors, successors, and assigns, as a material part of the consideration for this Lease, covenants and agrees as follows:

- a. Tenant shall not, in the use or occupancy of the Premises or in the provision of any services, activities, or accommodations thereon, discriminate against or exclude any person on the basis of race, color, creed, religion, national origin, sex, marital status, sexual orientation, gender identity or expression, age, disability, veteran or military status, or any other class protected under applicable law, as they may be amended from time to time.
- b. Tenant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders relating to non-discrimination employment practices as they may be amended from time to time.
- c. Tenant shall establish and apply all rates, fees, charges, deposits and other costs for the use of the Premises and the services provided in a uniform, non-discriminatory manner. Tenant shall not directly or indirectly impose different pricing, terms, or conditions based on any protected class under applicable law. Nothing herein shall prohibit Tenant from offering promotions, discounts, or variable pricing, provided that such pricing is offered and applied on a consistent and non-discriminatory basis.

14.2 Tenant agrees that it shall insert Article 14.1 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 15: MISCELLANEOUS

15.1 Signage. All signs placed upon or affixed on the Golf Course, to the Clubhouse, or the Premises shall be subject to the prior written consent of the City. Signage shall be consistent in size, color, lettering and theme to the Clubhouse design and other golf course signage specifications and subject to and in accordance with Auburn City Code, Chapter 18.56. All current signage installed as of the date of this Lease is deemed to be approved. All costs and expenses borne of signage creation, installation and/or repair is the sole responsibility of Tenant.

15.2 Decor. Tenant shall not display any signs, pictures, posters, artwork or other decor that is sexually explicit, pornographic or obscene in nature. Landlord reserves the right to require the immediate removal of any such items deemed offensive.

15.3 Security. Landlord shall have no obligation to provide security to the Premises. Tenant shall have the right to install alarm and other security systems within or upon their Premises subject to Landlord's approval which may be subject to appropriate conditions as determined by Landlord.

15.4 No Brokers. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted

by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

15.5 Regulatory Compliance. The Tenant shall, at its sole cost and expense, comply with all applicable laws, regulations, codes, ordinances, permits, and orders of any governmental authority, including the United States, the State of Washington, the City of Auburn, and any agencies thereof, as well as any reasonable rules and regulations established by Landlord. Tenant shall be responsible for obtaining and maintaining all permits, licenses, and approvals required for its use and operation of the Premises and for the construction of any improvements. This includes, without limitation, all environmental laws and regulations, including those of the Environmental Protection Agency, whether now in effect or hereafter adopted. Tenant shall not permit the Premises to be used in violation of any such requirements. Tenant shall be solely responsible for, and shall pay, all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable attorneys' fees, arising out of or related to any failure by Tenant to comply with the obligations set forth in this section.

15.6 Liens & Insolvency. Tenant shall keep the Premises free from any liens. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this Lease at Landlord's option.

15.7 Non-Waiver. Waiver by Landlord of any term, covenant or condition contained in this Lease or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, condition contained in this Lease.

15.8 Abandonment. Abandonment of the leased premises, or vacation or desertion of said Premises for a period of thirty (30) consecutive days shall be deemed a default of this Lease and it shall be lawful for Landlord, its attorneys or representative to re-enter into and repossess the Premises.

15.9 Holdover. If Tenant remains in possession of the Premises beyond the expiration of the then active Lease, Tenant shall be deemed to be Holding Over the Premises, and this shall be referred to as the ("Holdover Period"). Rent during the Holdover Period ("Holdover Rent") shall be charged at an amount equal to double the then current monthly Base Rent. The Holdover Rent shall be subject to the State Leasehold Excise Tax described in Article 3.2. Upon agreement of an extension or otherwise new Lease between Tenant and Landlord, Landlord shall pro-rate the Holdover Rent for the Holdover Period, if applicable. If a new agreement cannot be reached and active negotiations cease to exist, then this Lease shall automatically convert to a month-to-month term with rent continuing at the Holdover Rent amount.

15.10 Force Majeure. If either Landlord or Tenant is delayed or prevented from performing any non-monetary obligation under this Lease due to a Force Majeure Event, such party's performance shall be excused and the time for performance extended for the period of such delay. A "Force Majeure Event" means an event beyond the reasonable control of the affected party, including, without limitation, fire, casualty, flood, earthquake, severe weather, Acts of God, war, terrorism, civil unrest, epidemic or pandemic, public health emergency, governmental laws or orders (including occupancy restrictions, curfews, and shutdown orders), labor disputes not caused by the

affected party, and interruptions of utilities or transportation; provided that such event continues for more than seventy-two (72) consecutive hours and materially interferes with the affected party's ability to perform its obligations under this Lease. Except as expressly provided herein, a Force Majeure Event shall not excuse Tenant's obligation to pay Rent or any other sums due; provided, however, that if a Force Majeure Event continues for more than seventy-two (72) consecutive hours and materially interferes with Tenant's use of the Premises, Rent shall be equitably abated for the period of such material interference commencing after such seventy-two (72)-hour period, except to the extent caused by Tenant or Tenant's agents, employees, or contractors.

15.11 Severability. If any term, covenant, or condition of this Lease (or part thereof) or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease (and/or the remainder of any such term, covenant or condition), or the applicability of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition (or part thereof) of this Lease shall be valid and be enforced to fullest extent permitted by law.

15.12 Attorney's Fees and Costs. If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.

15.13 Choice of Law, Integration, and Interpretation. This Lease and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington. This Lease, together with any subsequent amendments or addendums, constitutes the entire agreement of the parties and no other understandings, oral or otherwise, regarding this Lease shall exist or bind any of the parties. All captions, headings or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease or act as a limitation of the scope of the particular paragraph or sections to which they apply. Construction of this Lease shall not be affected by any determination as to who is the drafter of this Lease, this Lease having been drafted by mutual agreement of the parties.

15.14 Keys. Tenant is currently in possession of six (6) keys to the Tenant's Premises, and which shall also work for the exterior doors of the Clubhouse and the Clubhouse entrance gate. If Tenant desires additional keys Tenant shall provide notice to Landlord prior to making any duplicate keys. Any duplicate keys made shall be done at Tenant's sole expense. Should Tenant desire to change the lock to their Premises, Tenant's must first obtain Landlord's approval which shall not be unreasonably denied. Any changing of the Tenant's premises lock, including making of any and all keys shall be done at Tenant's sole expense. Should Tenant elects to change the lock to Tenant's Premises, Tenant will provide a copy of the new key to Landlord at no charge to Landlord. All Tenant keys shall be provided to Landlord immediately upon expiration or earlier termination of this Lease.

15.15 Authority. Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary corporate action to authorize this transaction has been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

15.16 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

15.17 Attachments.

Exhibit A-1 – Depiction of Clubhouse main floor

Exhibit A-2 – Depiction of Clubhouse Basement

Exhibit B – Tenant's Property

Rent Schedule – August 1, 2026 – October 31, 2029

**ARTICLE 16:
SIGNATURE**

By signing in the space below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

TENANT
LONGHORN BARBECUE
OUTPOST, INC.

LANDLORD
CITY OF AUBURN

Matthew Altick, Owner

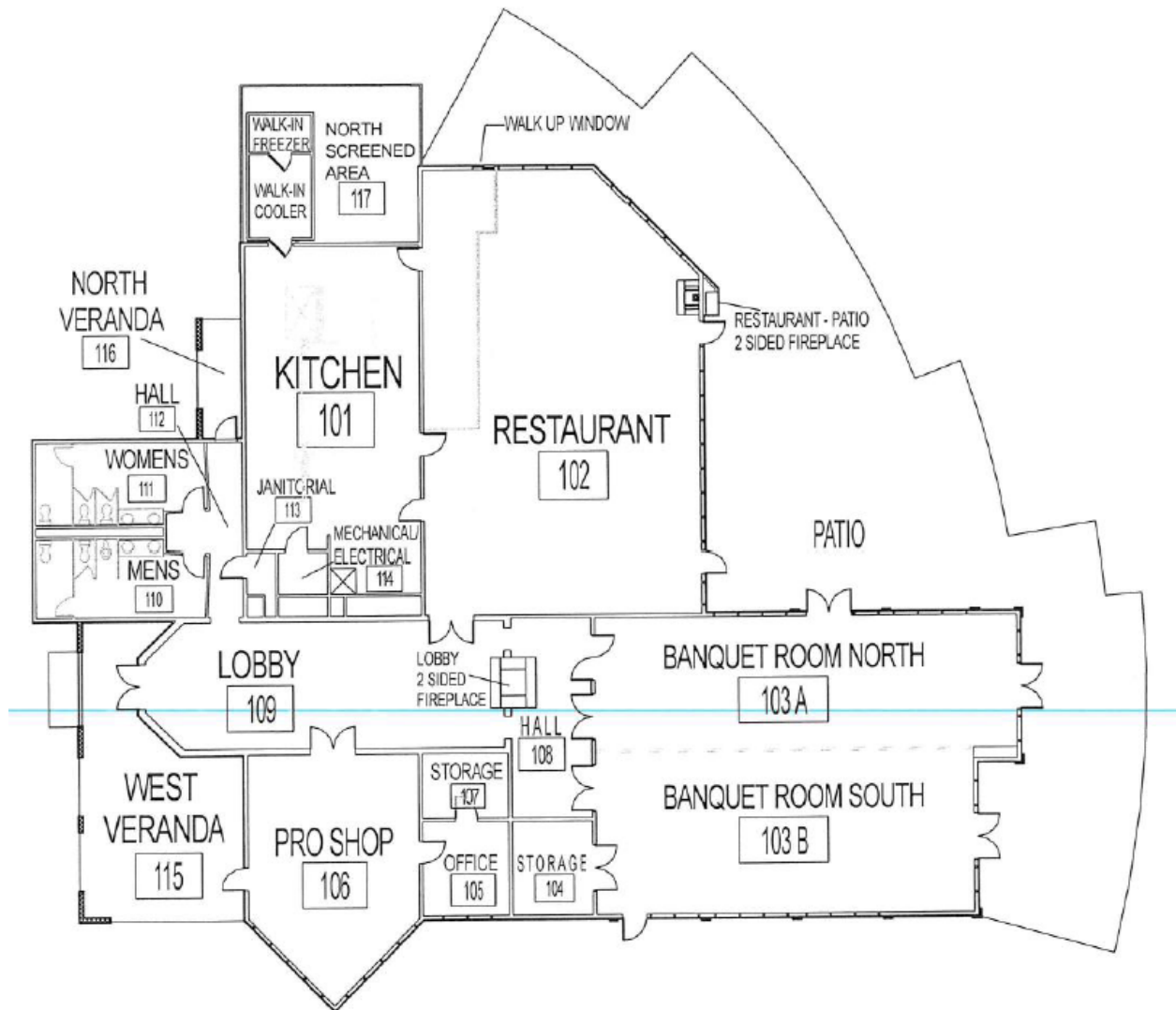
Nancy Backus, Mayor

David Allen Davis, Owner

Approved as to Form:

Jason Whalen, City of Auburn Attorney

**Exhibit A-1
Clubhouse Main Floor
Premises**



**Exhibit A-2
Clubhouse Basement
Premises Cont.**

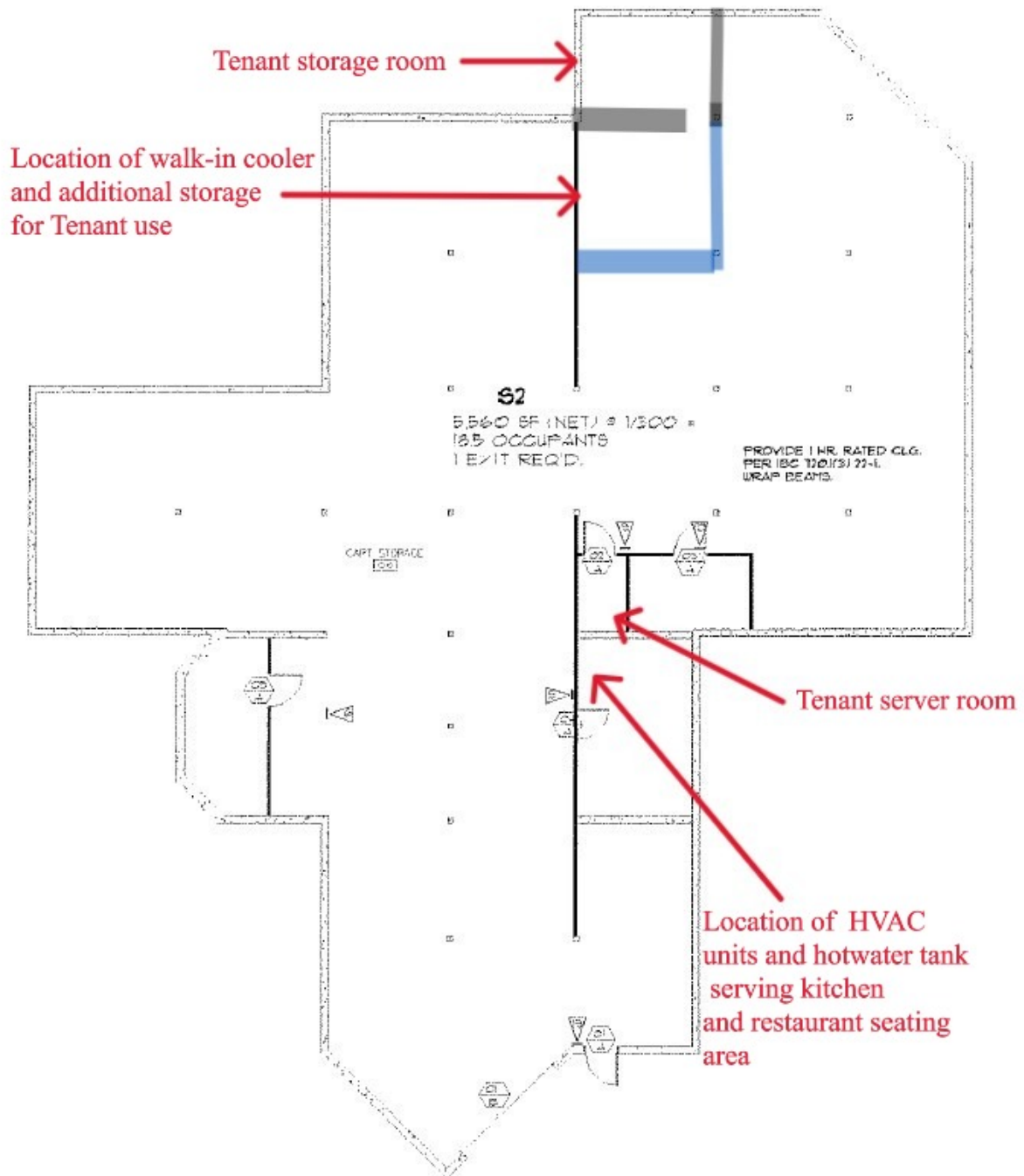


Exhibit B

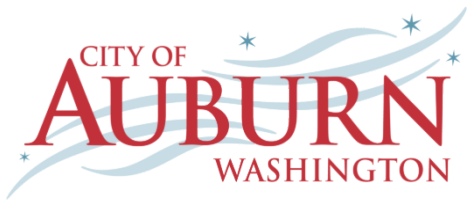
Tenant's Property

1. Televisions and any mounting apparatuses located within the kitchen or restaurant seating area (Rooms 101 & 102)
2. Point of Sale “POS” system located within the restaurant seating area (Room 102)
3. Telecommunications & network equipment located within the Tenant's server room
4. Hostess station located within the restaurant seating area (Room 102)
5. Restaurant utensils, supplies, cookware, crockery, glassware, silverware, serving equipment, chaffing dishes, and mobile bar
6. Barstools in the bar area, chairs on the patio and tables & chairs in the banquet room (Room 102 & 103 (a) & (b)), and patio
7. Tenant merchandise or décor (excluding lighting fixtures) located in the kitchen or restaurant seating area (Rooms 101 & 102)
8. Tenant signage

Rent Schedule
August 1 2026 – October 31, 2029

<u>Rent Schedule</u>	<u>Monthly Base Rent</u>	<u>Leasehold Excise Tax</u>	<u>Monthly Total*</u>
Aug. 2026	\$3,000	\$385.20	\$3,385.20
September 2026	\$6,500	\$834.60	\$7,334.60
Oct. – Dec. 2026	\$4,500	\$577.80	\$5,077.80
Jan. – April 2027, 2028 & 2029	\$4,500	\$577.80	\$5,077.80
May – Sept. 2027, 2028 & 2029	\$6,500	\$834.60	\$7,334.60
October 2029	\$4,500	\$577.80	\$5,077.80

** Amounts shown above are further subject to Additional Rent if any*



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5924 (Gaub)

A Resolution adopting Supplement No. 1 to the City of Auburn Automated Traffic Safety Camera 2025 Program Expansion Study and Program Overview and affirming that enforcing speed limits with an automated traffic safety camera on Auburn Way South at the current camera location is consistent with State law and supports City safety goals

Meeting Date:

August 3, 2026

(RECOMMENDED ACTION: Move to adopt Resolution No. 5924.)

Department:

Public Works

Attachments:

Resolution No. 5924, Exhibit A,
Supplement 1 Showing Track
Changes

Budget Impact:**Administrative Recommendation:**

City Council to adopt Resolution No. 5924

Background for Motion:

This Resolution adopts a supplement to the City's original study that specifically evaluates potential impacts of the speed camera on Auburn Way South to the Muckleshoot Indian Tribe and confirms that the current camera location meets State requirements and supports City safety goals.

Background Summary:

In 2025, Resolution No. 5847 adopted the City of Auburn Automated Traffic Safety Camera 2025 Program Expansion Study and Program Overview (Study) and affirmed that speed enforcement with automated traffic safety cameras at the locations recommended in the Study is consistent with State law.

In 2026, automated traffic safety cameras were installed at the three locations recommended in the Study. After the cameras were installed, the City heard concerns from the Muckleshoot Indian Tribe regarding the camera on Auburn Way South. A draft Supplement No. 1 (Supplement) to the Study was prepared that examines how the camera on Auburn Way South may specifically affect the Muckleshoot Indian Tribe and addresses the equity concerns raised by the Muckleshoot Indian Tribe.

The draft Supplement No. 1 was presented and discussed with the City Council at the July 13, 2026, Council Study Session. The draft Supplement No. 1 was provided to the Washington Traffic Safety Commission (WTSC) and the Puget Sound Regional Council (PSRC), who both provided comments and positive feedback. In addition, the draft Supplement No. 1 was provided to the Muckleshoot

Indian Tribe, who provided a response. In preparing the final Supplement, minor edits and corrections were made to the draft Supplement based on the feedback received from all parties. Specifically, the Supplement summary section was re-worded to provide a better overview of the Study and Supplement findings.

Following adoption of this Supplement No.1 to the Study, the City will move the Auburn Way South camera from issuing warnings to issuing infractions as the minimum 30 warning period required by statute has been met.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

RESOLUTION NO. 5924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, ADOPTING SUPPLEMENT NO. 1 TO THE CITY OF AUBURN AUTOMATED TRAFFIC SAFETY CAMERA 2025 PROGRAM EXPANSION STUDY AND PROGRAM OVERVIEW AND AFFIRMING THAT ENFORCING SPEED LIMITS WITH AN AUTOMATED TRAFFIC SAFETY CAMERA ON AUBURN WAY SOUTH AT THE CURRENT CAMERA LOCATION IS CONSISTENT WITH STATE LAW AND SUPPORTS CITY SAFETY GOALS

WHEREAS, the City Council adopted Resolution 5847 on July 21, 2025 adopting the City of Auburn Automated Traffic Safety Camera 2025 Program Expansion Study and Program Overview (Study) and affirming the camera locations recommended in the Study are consistent with State Law; and

WHEREAS, following installation of the traffic safety cameras, the Muckleshoot Indian Tribe shared concerns that the Study may not have considered potential impacts of the Auburn Way South camera to the Muckleshoot Indian Tribe; and

WHEREAS, hearing the concerns, the City of Auburn conducted additional analysis specific to the Auburn Way South camera location and the potential impacts to the Muckleshoot Indian Tribe; and

WHEREAS, the additional analysis and findings are documented in a Supplement No. 1 to the Study (Supplement); and

WHEREAS, the City provided the Study and draft Supplement to the Puget Sound Regional Council and Washington Traffic Safety Commission who both provided positive feedback regarding the contents;

WHEREAS, the City provided the draft Supplement to the Muckleshoot Indian Tribe and received a response letter on July 20, 2026;

WHEREAS, the Supplement explores both positive and negative potential impacts the Auburn Way South camera may have on the Muckleshoot Indian Tribe;

WHEREAS, the Supplement findings affirm the Study's recommendation to place the speed camera at its current location on Auburn Way South;

WHEREAS, the speed camera on Auburn Way South has significantly reduced excessive speeding during the warning period which reduces the likelihood of serious injury and fatal crashes; and

WHEREAS, the City has adopted a goal to reduce and eventually eliminate serious injury and fatal crashes on City streets.

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

Section 1. The City Council affirms that the analyses documented in the Study and the Supplement, together provide acceptable consideration of the potential impacts of the Auburn Way South camera on the Muckleshoot Indian Tribe.

Section 2. Supplement No. 1 (Supplement) to the City of Auburn Automated Traffic Safety Camera 2025 Program Expansion Study and Program Overview (Study) attached as Exhibit A is hereby adopted.

Section 3. The City Council affirms that the camera on Auburn Way South, as currently located, meets the requirements of RCW 46.63.220 and RCW 46.63.250 and supports City safety goals.

Section 4. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this Resolution.

Section 5. The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbers, and any references thereto.

Section 6. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Resolution 5924 Exhibit A

City of Auburn – Automated Traffic Safety Camera Program

Supplement 1 to 2025 Program Expansion Study and Overview, Prepared 7/29/2026

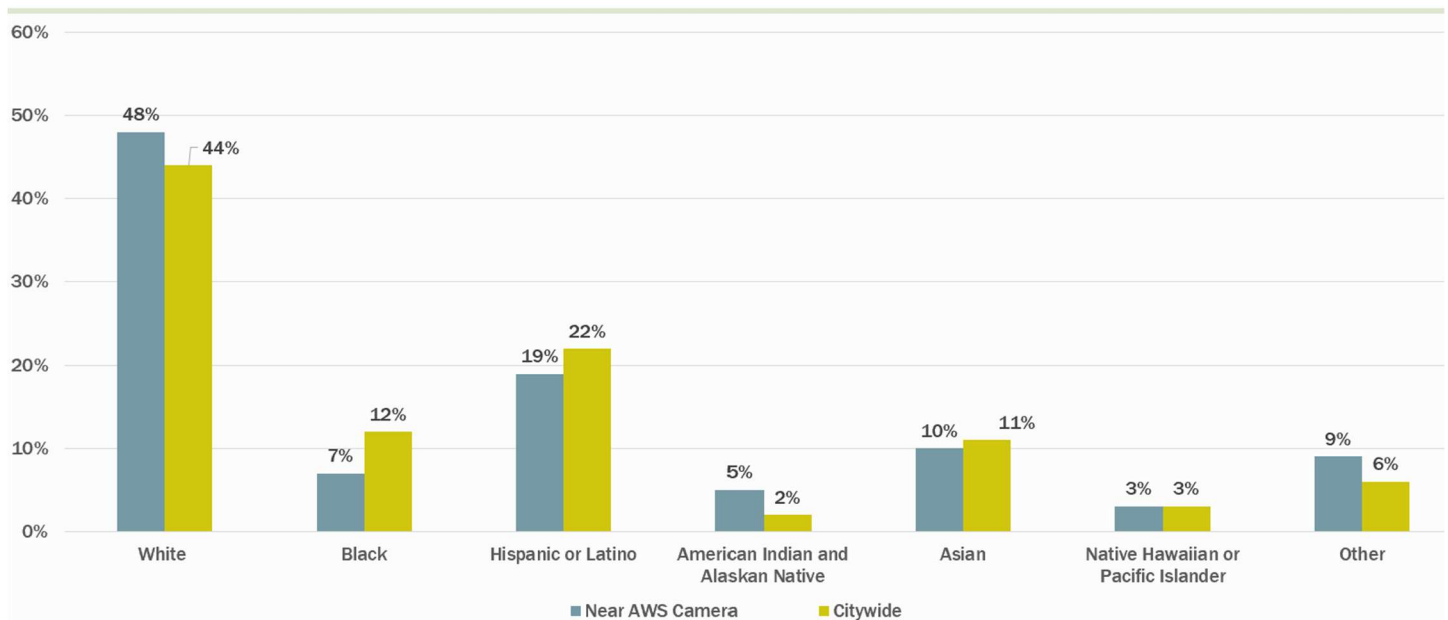
Background and Purpose

This document supplements the 2025 Program Expansion Study and Overview (Camera Study) that was adopted by the City Council on July 21, 2025 with Resolution 5847. This supplement provides additional equity analysis specific to the camera on Auburn Way South at the R Street Bridge. Although the Camera Study included an equity analysis that satisfied the requirements of RCW 46.63.220(3), discussions between the City and the Muckleshoot Indian Tribe that occurred subsequent to the Camera Study's adoption led to additional equity considerations. This additional equity analysis examines how the camera on Auburn Way South may specifically affect the Muckleshoot Indian Tribe and addresses the equity concerns raised by the Muckleshoot Indian Tribe. This supplement was provided in draft form to the Washington Traffic Safety Commission (WTSC), Puget Sound Regional Council (PSRC), and the Muckleshoot Indian Tribe (MIT). The City incorporated comments and suggestions received as of July 20th, 2026 into the final supplement document as appropriate.

Ethnicity Demographics

Table 1 provides a comparison between the Citywide ethnicity demographics and ethnicity of people moving in cars, bikes, buses, and by walking on Auburn Way South near the camera location. The Auburn Way South data was collected using the [Placer.AI](#) data service provided to the City. The general citywide demographics is from 2022 U.S. Census Data.

Table 1: Ethnicity Demographics



The comparison reveals that there are slightly higher percentages of White, American Indian, and Other ethnicities travelling on the corridor as compared to citywide demographics. Specifically, the data indicates that 5% of the people travelling on Auburn Way South near the camera location are American Indian or Alaskan Native as compared to the ethnicity representing roughly only 2% of the city's population. In discussions with Muckleshoot Indian Tribe, they brought up a concern that Auburn Way South is one of a few travel ways on and off the Muckleshoot Indian Tribe reservation area and is the main roadway connection. They shared concerns that this would create a disproportionate impact to Muckleshoot Indian Tribe members, vendors, guests, and businesses. Given these concerns and the supporting data, additional analysis and considerations were made to determine potential impacts and potential mitigation.

Are fines likely to create a financial hardship for tribal members and others using the corridor?

Table 2 below compares the potential impacts of a standard speeding ticket to a camera infraction. The table shows that both standard tickets and camera infractions have some level of impact to those who are speeding. However, the comparison reveals that the overall financial burdens associated with a standard speeding ticket are much higher than a camera infraction. The camera infractions encourage safer driver behavior without the stiff penalties and other consequences imposed by a standard speeding ticket. To ensure that drivers are aware of the photo enforcement program and to support equitable enforcement, the City has also implemented a warning approach that exceeds State requirements. RCW 46.63.220(7) requires agencies to post signage indicating photo enforcement at least 30-days prior to starting infraction issuance. For all of its photo enforcement sites, the City has posted signage and issued warnings for at least 30-days before starting infraction issuance. For the Auburn Way South camera location, camera signage and issuance of warnings have been in place for several months. The current Auburn Way South location has been issuing warnings since April 6, 2026.

Table 2: Comparison between Standard Speed Enforcement and Camera Enforcement

	Standard Speeding Ticket	Camera Infraction
Driver's Record and Insurance	On record for 3 to 5 years and, Increase Insurance Rate	Similar to parking ticket, not on driver's record and no increase to insurance rates
Cost	Avg. \$222	\$145
Grace	May be issued for any speed exceeding posted speed	Currently set at posted + 15mph = 50 mph
Low-Income Reduction	None	Required to be reduced by 50% for qualifying individuals
Dispute	Court	In writing/mail or court
Warning	Officer discretion	Min. 30-day warning period.
Other	Speeding citations often lead to other charges/arrests	Camera can only be used for speeding infractions.

Additionally, the City prepared an analysis to identify which census tracts in the City experienced higher than average injury crashes per capita and which census tracts had average household incomes in the lowest quartile (lowest 25%) for Auburn. This information is illustrated in Figure 1.

Figure 1: Census Tract Income and Injury Crash Data

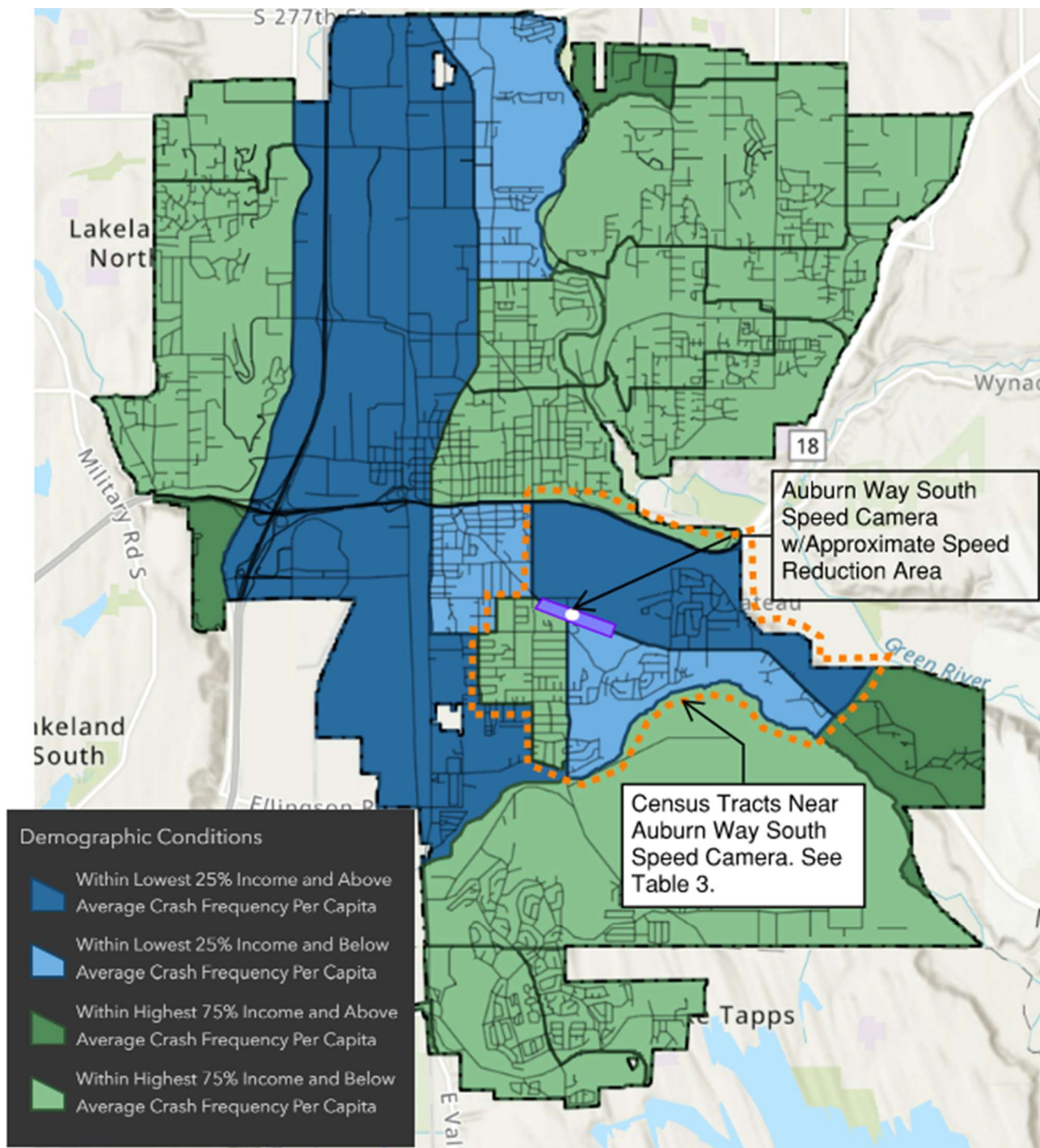


Table 3: Census Tract Income and Crash Data

Census Tract	Injury Crash Rate per Capita ¹ /Comparison to Citywide Average ²	Median Household Income/Comparison to Average	Observation
53033031101	73/Higher	\$78,559/23%	Area experiences higher than average injury crashes and is of a general lower income.
53033031102	15/Lower	\$72,585/14%	Area experiences lower than average crashes and is of a general lower income.
53033030802	18/Lower	\$84,383/41%	Area experiences lower than average crashes and is of a mid to low range income.

¹ Calculated using total number of injury crashes from 2018 to 2024 divided by population. Expressed as the number of injury crashes in the 7-year data period per 1000 people of population.

² The average number of crashes per 1000 people in the 7-year period was 52.7.

Income and crash data for the three census tracts along the area of the Auburn Way South speed camera is shown in Table 3 above.

In reviewing the income demographics of people living along the corridor to those of people travelling on the corridor, it seems that there are generally people with lower incomes living along the corridor and people with higher incomes travelling on the corridor itself. These demographic conditions are favorable from an equity standpoint as lower income communities historically rely more on walking, biking and transit and receive a direct safety benefit from slowing down vehicles.

Will the camera dissuade people from visiting tribal businesses on the Auburn Way South corridor?

Tribal businesses near the Auburn Way South camera location include the Muckleshoot Casino and Resort, Muckleshoot Bingo Hall, Muckleshoot Smoke Shop, Tribal member Firework Stands (seasonally), and the Joint Rivers cannabis shop. If these businesses were to experience any appreciable decrease in customer base due to the speed camera on Auburn Way South, it would be reflected by lower traffic volumes on Auburn Way South. The City reviewed and compared its previous traffic count data on Auburn Way South near the camera location to traffic counts recorded in April 2026 by the camera as it has been issuing warnings.

Table 4 below compares pre-camera to post camera traffic counts and shows a very minor decrease (less than 1%) in traffic volumes after the camera was installed:

Table 4: Average Daily Traffic Near Camera (Pre and Post Camera)

Date Range ¹	Average Daily Traffic (ADT) ²	Source	Camera In-Place
04/06/26-04/12/26	16,282	Camera	Yes
04/25/25-05/01/25	16,900	Tube Counts	No
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¹ All date ranges include Monday through Sunday

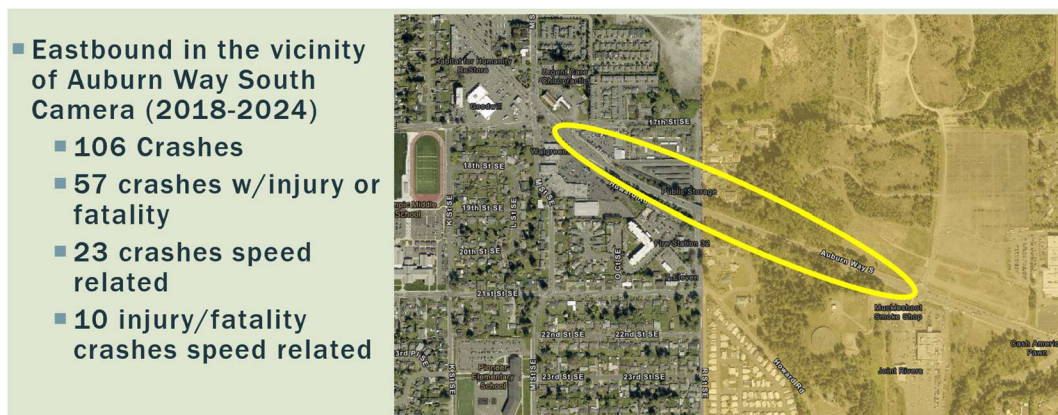
² Average ADT without camera in place = 16,437

The minor decrease in traffic volumes may be a statistical anomaly that has nothing to do with the camera but this data will continue to be monitored to further evaluate if there are significant decreases in traffic volumes over time. The City will continue discussions with the Muckleshoot Indian Tribe to hear if there are any reported decreases in customer traffic at the tribal businesses.

What are the specific safety issues at the camera location?

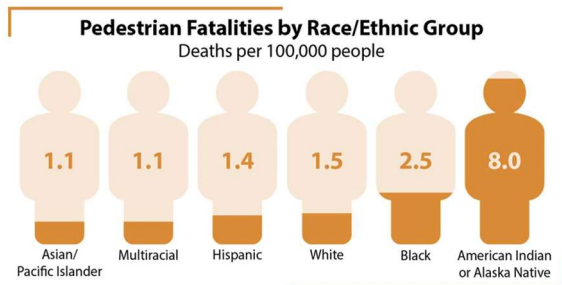
In discussions with the Muckleshoot Indian Tribe, they shared concerns that the crash data and analysis in the Camera Study was based on the entire Auburn Way South corridor and was not specific to the selected Auburn Way South camera location. Hearing these concerns, the City further reviewed the crash data reported at, or near, the Auburn Way South camera location and determined the following:

Figure 2: Crash Statistics at Auburn Way South Camera Location



The crash data shows that eastbound speeding vehicles near the Auburn Way South camera were the cause of approximately 22% of crashes and that 18% of crashes with injuries or fatalities were speed related. All data points to there being speeding issues here that are a factor in crashes that have hurt and killed people. The graphics below from the [Washington Traffic Safety Commission](#) show how important it is that we focus on slowing cars down, and that doing so can help address the inequities experience by American Indians as it relates to pedestrian fatalities:

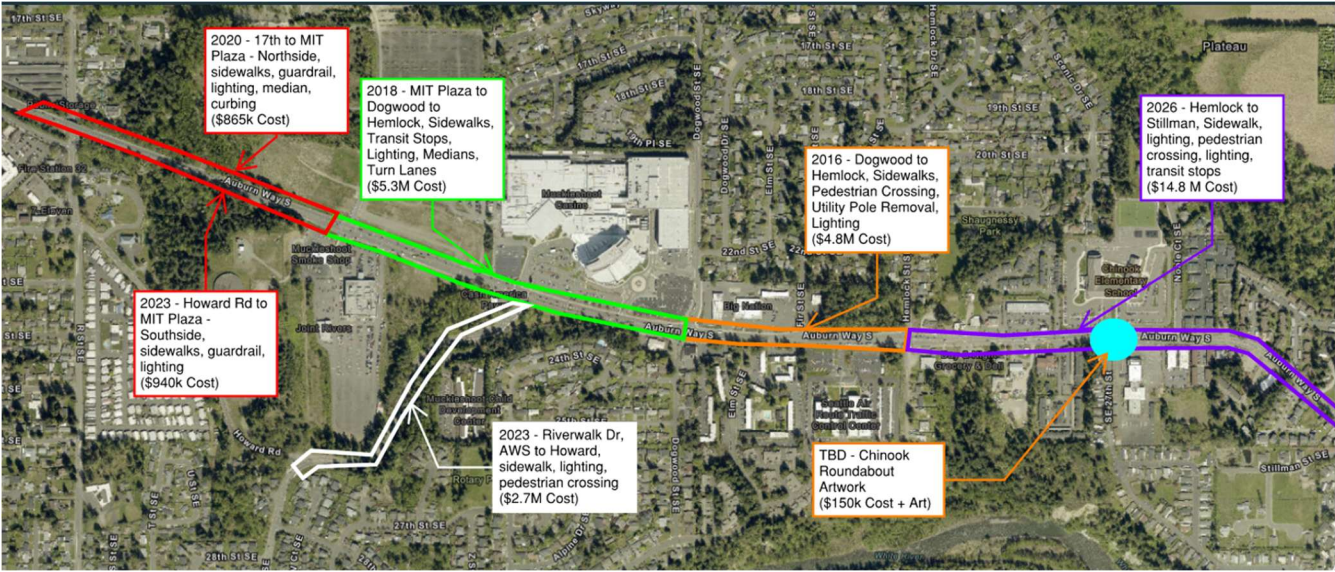
Figure 3: Speed Reduction & Pedestrian Survivability **Figure 4: Pedestrian Fatalities by Ethnic Group**



What other alternatives to a safety camera can realize the same safety benefit at this location on Auburn Way South?

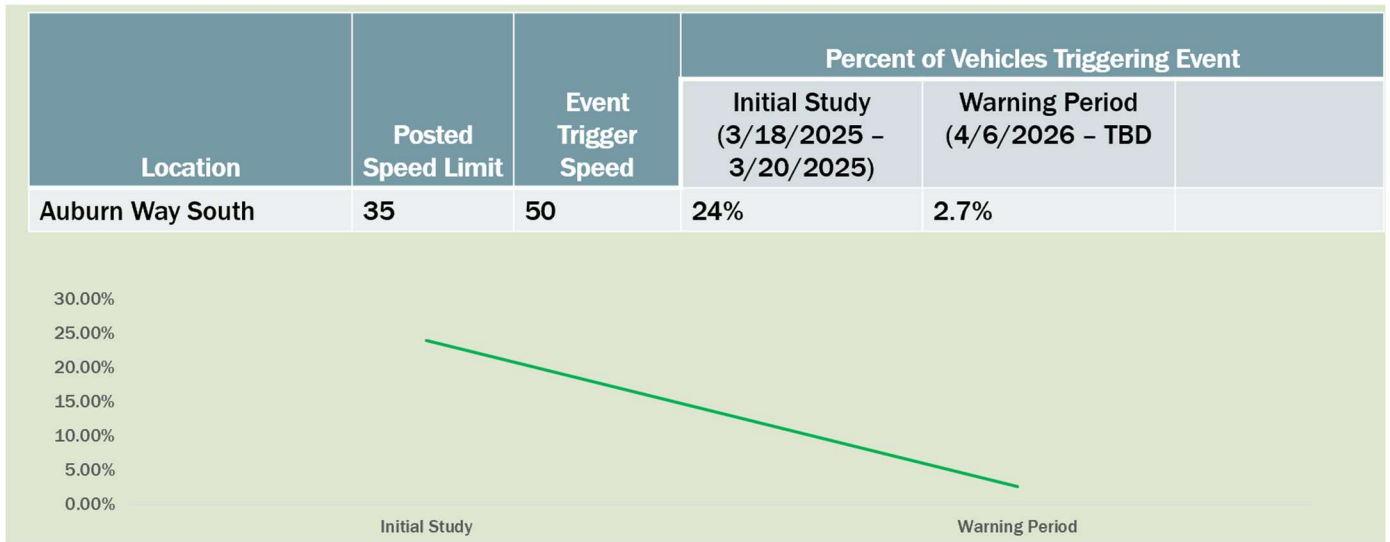
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Figure 5: City Projects on Auburn Way South that Improve Safety



However, as revealed by the crash data and the speed studies, even with all of those measures in place, the cars have continued to speed and people have continued to be hurt and killed. As shown on Table 5, placement of the speed camera on Auburn Way South has significantly reduced the number of speeding drivers which will ultimately decrease the number of injuries and fatalities on the corridor and have a positive impact on the travelling public and the adjacent community:

Table 5 – Speed Reduction Realized by Auburn Way South Camera



Equity Analysis – Education

In meetings with the Muckleshoot Indian Tribe a question was raised regarding how the City addressed education with the original equity analysis. The Camera Study focused on education and equity from the standpoint of how drivers are being educated in an equitable way to slow down without having to experience an expensive traditional speeding ticket or crash. The Muckleshoot Indian Tribe suggested that the analysis be expanded to consider the impacts the camera may have on people driving, bussing, or walking to schools and on the schools themselves. There are 3 educational facilities within a 1-mile radius of the Auburn Way South camera: Olympic Middle School, Pioneer Elementary School, and the Muckleshoot Childhood Development Center. To the City’s knowledge, none of those facilities have dedicated walking routes along Auburn Way South near the camera location. School busses are observed using Auburn Way South near the camera on a daily basis. Historically, the City established a school speed zone with an automated traffic safety camera on Auburn Way South near the entrance to Chinook Elementary. With the re-building of Chinook Elementary that included frontage improvements intended to provide traffic calming and improved safety (including a roundabout), the school zone and camera were not considered when the City re-implemented school zone cameras in 2023. The City is also nearing completion on roadway improvements along the previous camera location that installs sidewalks, median islands, bus pull-outs, and street lighting. The speed camera on Auburn Way South will have an overall positive benefit to students and staff of local schools as it causes cars to slow down along the corridor serving these schools, which ultimately improves safety and reduces crash risks. This is evident in the Auburn School Districts strong support for the City’s automated traffic safety program in school zones across the City.

Additional Information

Since the Camera Study was prepared, additional information has become available that highlights the importance of speed reduction and the camera on Auburn Way South.

Safety concerns for pedestrians on the Auburn Way South corridor were expressed by the Muckleshoot Indian Tribe in the October 2018 document titled [Muckleshoot Tribal Transportation – Field Trip #14](#):

“The highest cause of mortality to Tribal members is dangerous pedestrian conditions—there had already been nine fatalities on SR 164 as of October 2018.”

The Puget Sound Regional Council (PSRC) prepared a Regional Safety Action Plan that includes a Supplemental Tribal Safety Analysis dated December 2025 (RSAP Tribal Supplement). The RSAP Tribal Supplement states:

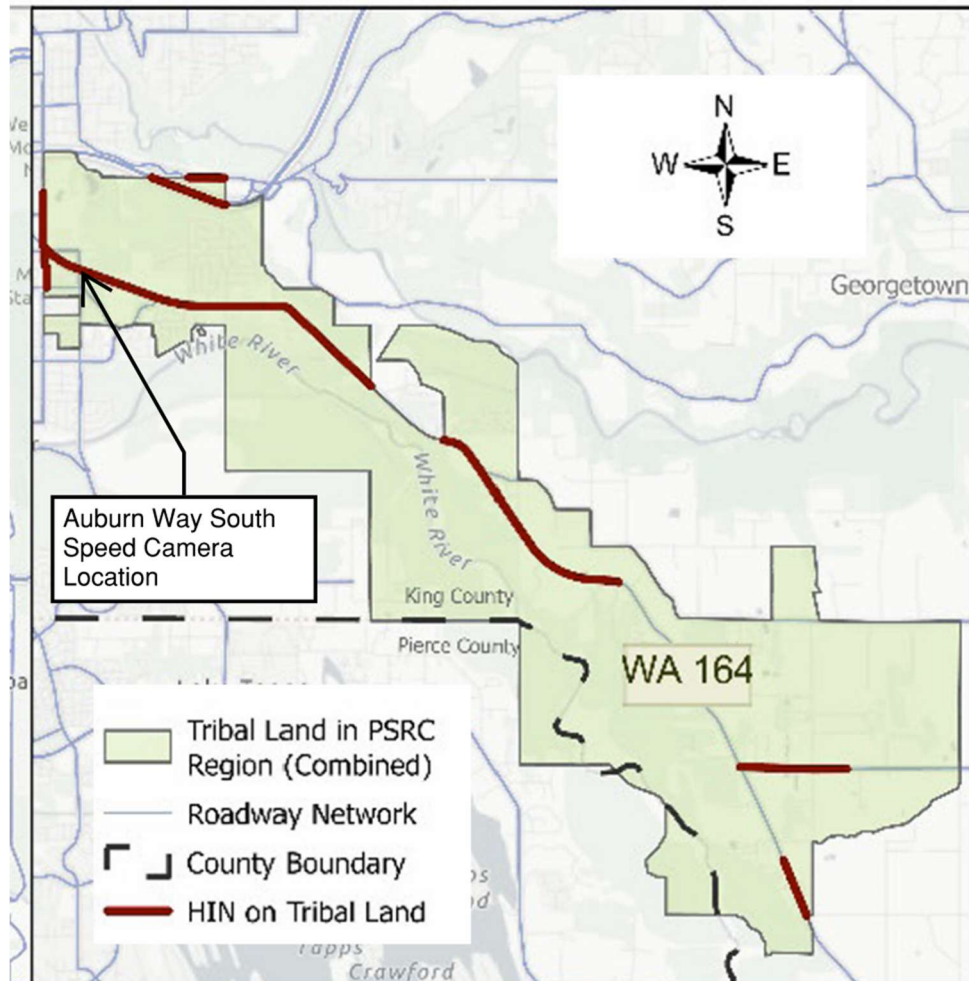
“The analysis of regional crash data in the plan highlights the disproportionately higher traffic safety impacts on Tribal lands in the region compared to the region overall, a trend that is seen on Tribal lands across the United States. In response to this disparity, Tribal areas are identified as one of the five Emphasis Areas in the RSAP, and PSRC has committed to partnering with Tribal Nations in the region to assess their unique safety concerns, including identifying tools and strategies that will help Tribal Nations achieve the Washington State goal of zero deaths and no serious injuries by 2030 (as outlined in the State’s Strategic Highway Safety Plan, Target Zero).”

The RSAP Tribal Supplement was prepared with outreach and input from several Tribes including the Muckleshoot Indian Tribe:

“Beginning in early 2024, PSRC initiated outreach to tribes to determine their interest in participating in the safety analysis. Most Tribes expressed interest, and PSRC prepared and distributed maps and crash data (including 2024 data) for their review...In addition, a draft version of this Supplemental Tribal Safety Analysis was released in October 2025 for Tribal review, and feedback received is incorporated into this final report.”

The RSAP Tribal Supplement identified Auburn Way South, including the area where the camera is placed, as a High Injury Network (HIN). It includes a chapter that specially analyzes crashes, contributing factors, and recommended solutions on Muckleshoot Tribal Areas with emphasis on the HIN (Auburn Way South).

Figure 6: Muckleshoot High Injury Network Identified by RSAP Tribal Supplement w/City of Auburn Speed Camera Location¹



¹ This Figure was prepared using Figure 9-4 from the PSRC Regional Safety Action Plan, Tribal Supplement dated December 2025

“In the Muckleshoot Tribal areas, as shown in [Table 6], the top contributing factors in fatal crashes are speeding, impaired driving, and reckless driving. For all injury crashes, distracted driving is the most common factor, associated with nearly 32 percent of cases. **Notably, speeding and impaired driving is highly severe: approximately one in five injury crashes involving speeding results in a serious injury or death**, and one in four injury crashes involving impairment results in a serious injury or death.” ([RSAP Tribal Supplement](#))

Table 6 – Contributing Factors for All Injuries or Fatalities in Muckleshoot Tribal Areas (2017-2024)¹

Contributing Factor	Total All Injuries	Share of All Injuries	Total Fatalities & Serious Injuries	Share of Fatalities & Serious Injuries	Total Fatalities	Share of Fatalities	Ratio of Serious Injuries & Fatalities to All Injuries	Ratio of Fatalities to All Injuries	Ratio of Fatalities to Serious Injuries & Fatalities
Distracted	297	32%	21	23%	1	5%	1 : 14	1 : 297	1 : 21
Speeding	219	23%	40	44%	12	60%	1 : 5	1 : 18	1 : 3
Failure to Yield to Vehicle	185	20%	11	12%	1	5%	1 : 17	1 : 185	1 : 11
Impaired	91	10%	21	23%	6	30%	1 : 4	1 : 15	1 : 4
Failure to Use Due Care / Reckless	36	4%	13	14%	4	20%	1 : 3	1 : 9	1 : 3

¹ This is Table 9-1 from the PSRC Regional Safety Action Plan, Tribal Supplement dated December 2025

“The Muckleshoot Tribal areas have the highest HIN coverage among central Puget Sound region Tribal areas, with 47 percent of its roadway network designated as a HIN, according to [Table 7]. It also leads in HIN miles per 100,000 population. Fatal crashes are primarily linked to speeding, impaired driving, and reckless driving, while distracted driving is the most common factor in all injury crashes. Fixed-object and pedestrian/bicycle crashes are the most severe, with fixed-object crashes alone causing over half of all fatalities. **Speeding accounts for 60 percent of fatalities despite less than a quarter of all injuries, with single-vehicle surface street and impaired-involved crashes also showing high death rates.**” (RSAP Tribal Supplement)

Table 7 – HIN (High Injury Network in Tribal Areas (2016-2023)¹

Tribe	Population	Area (Sq. Mile)	HIN Mile	HIN Corridors Count	HIN Mile Average	HIN miles per Square Mile	HIN Miles per 100k Pop.	Percent of Network Covered by HIN
Muckleshoot Tribal Areas	9,226	9.8	10.6	9	1.2	1.1	115.2	47%
Port Gamble S'Klallam Tribal Areas	8745	25.5	0	0	0	0	0	0%
Puyallup Tribal Areas	6,1716	33.5	34.8	32	1.1	1.0	56.4	15%
Snoqualmie Tribal Areas	253	1.2	0	0	0	0	0	0%
Stillaguamish Tribal Areas	6,341	21.2	3.5	5	0.7	0.2	54.9	8%
Suquamish Tribal Areas	8,687	14.5	0.3	1	0.3	0	3.5	1%
Tulalip Tribal Areas	14,218	57.1	8.4	12	0.7	0.2	59.1	12%

¹ This is Table 6-1 from the PSRC Regional Safety Action Plan, Tribal Supplement dated December 2025

The RSAP Tribal Supplement offers the following statement regarding design and engineering solutions to reduce serious injury and fatal crashes, specifically on the HIN in Muckleshoot Tribal Areas:

“Speed Management: Automated red light running enforcement cameras, **automated speed enforcement cameras**, hardened centerline/turn hardening, lane reduction or reconfiguration, protected crossing islands, raised crossings, roundabouts, shoulder or edge line rumble strips, speed feedback sign, warning signs at horizontal curves.”

Summary

The Muckleshoot Indian Tribe raised legitimate concerns about potential unintended consequences of using automated speed enforcement on a main route to/from their Tribal lands. The City took these concerns very seriously and tested them using a number of different data points and perspectives. The evidence shows that traffic volumes have not been impacted in any significant way on Auburn Way South by the camera placement. In addition, there is clear and concerning evidence that Tribal members currently suffer disproportionate death and serious injury that is directly related to speeding behavior. The data shows that the camera on Auburn Way South significantly reduces speeding behavior, and therefore, can help reduce the related serious injuries and death. Conclusions drawn from this analysis are that the speed camera placement has not shown to be a deterrent to motorists using this route, but the impact on calming speeds will provide a clear safety benefit to everyone who uses this road, including Tribal members and those travelling to and from Tribal lands. The additional equity analysis and information included in this supplement supports the Camera Study’s findings and recommendation for placement of the speed camera on Auburn Way South at the current location.

Resolution 5924 Exhibit A

City of Auburn – Automated Traffic Safety Camera Program

Supplement 1 to 2025 Program Expansion Study and Overview, Prepared 7/29/2026

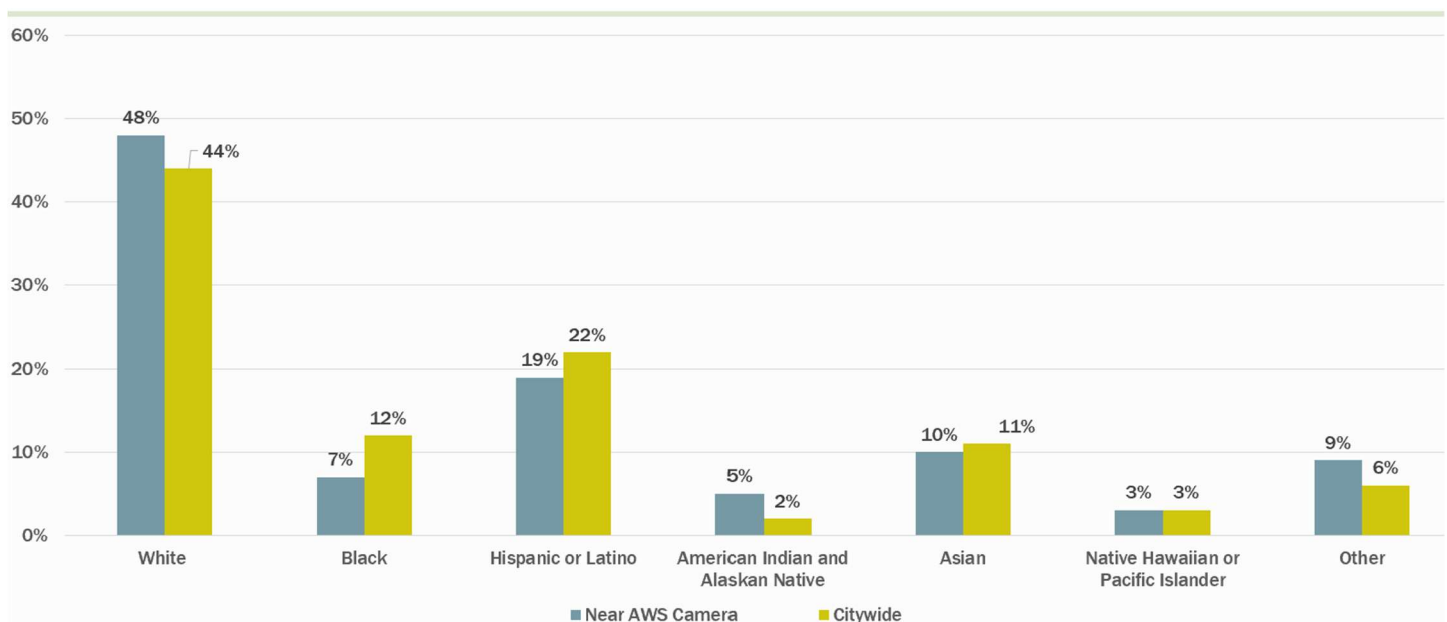
Background and Purpose

This document supplements the 2025 Program Expansion Study and Overview (Camera Study) that was adopted by the City Council on July 21, 2025 with Resolution 5847. This supplement provides additional equity analysis specific to the camera on Auburn Way South at the R Street Bridge. Although the Camera Study included an equity analysis that satisfied the requirements of RCW 46.63.220(3), discussions between the City and the Muckleshoot Indian Tribe that occurred subsequent to the Camera Study’s adoption led to additional equity considerations. This additional equity analysis examines how the camera on Auburn Way South may specifically affect the Muckleshoot Indian Tribe and addresses the equity concerns raised by the Muckleshoot Indian Tribe. This supplement was provided in draft form to the Washington Traffic Safety Commission (WTSC), Puget Sound Regional Council (PSRC), and the Muckleshoot Indian Tribe (MIT). The City incorporated comments and suggestions received as of July 20th, 2026 into the final supplement document as appropriate.

Ethnicity Demographics

Table 1 provides a comparison between the Citywide ethnicity demographics and ethnicity of people moving in cars, bikes, buses, and by walking on Auburn Way South near the camera location. The Auburn Way South data was collected using the [Placer.AI](#) data service provided to the City. The general citywide demographics is from 2022 U.S. Census Data.

Table 1: Ethnicity Demographics



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The comparison reveals that there are slightly higher percentages of White, American Indian, and Other ethnicities travelling on the corridor as compared to citywide demographics. Specifically, the data indicates that 5% of the people travelling on Auburn Way South near the camera location are American Indian or Alaskan Native as compared to the ethnicity representing roughly only 2% of the city's population. In discussions with Muckleshoot Indian Tribe, they brought up a concern that Auburn Way South is one of a few travel ways on and off the Muckleshoot Indian Tribe reservation area and is the main roadway connection. They shared concerns that this would create a disproportionate impact to Muckleshoot Indian Tribe members, vendors, guests, and businesses. Given these concerns and the supporting data, additional analysis and considerations were made to determine potential impacts and potential mitigation.

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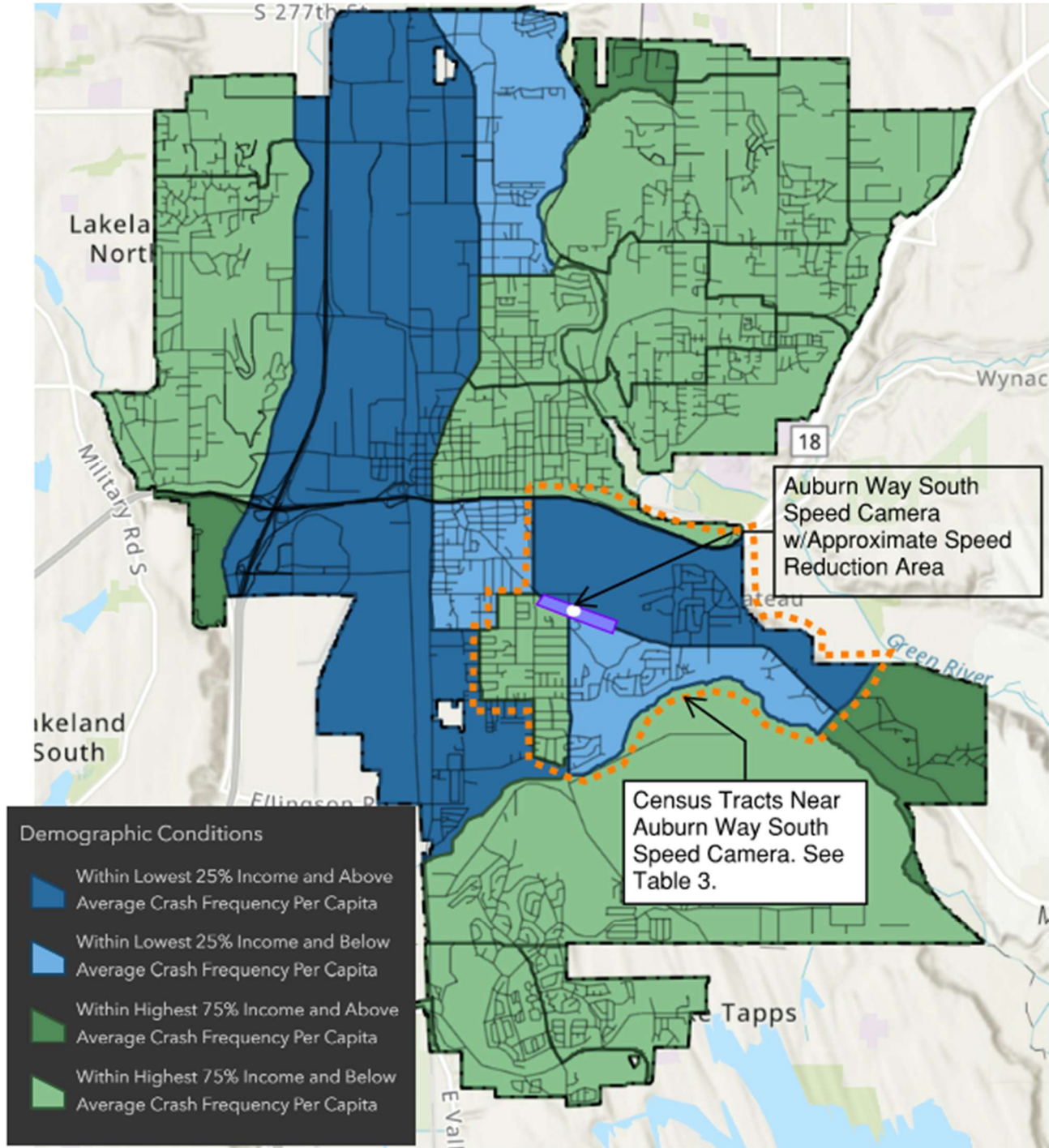


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The minor decrease in traffic volumes may be a statistical anomaly that has nothing to do with the camera but this data will continue to be monitored to further evaluate if there **are significant is any additional concerning** decreases in traffic volumes over time. The City will continue discussions with the Muckleshoot Indian Tribe to hear if there are any reported decreases in customer traffic at the tribal businesses.

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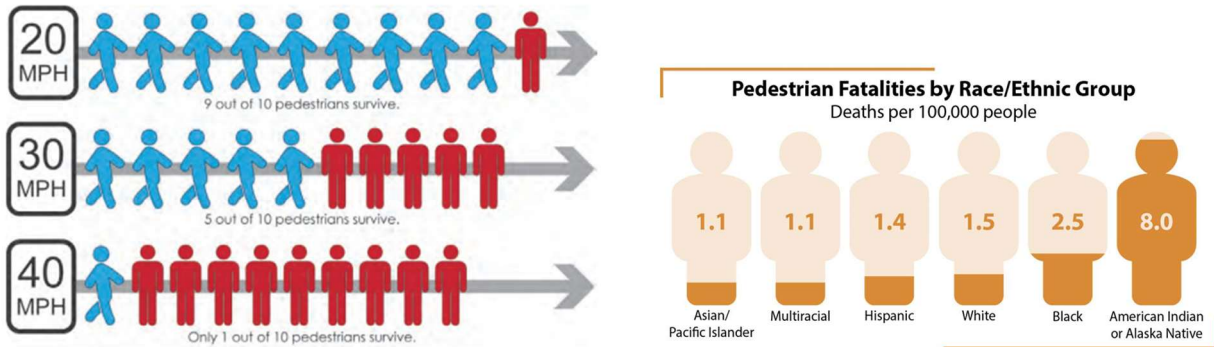
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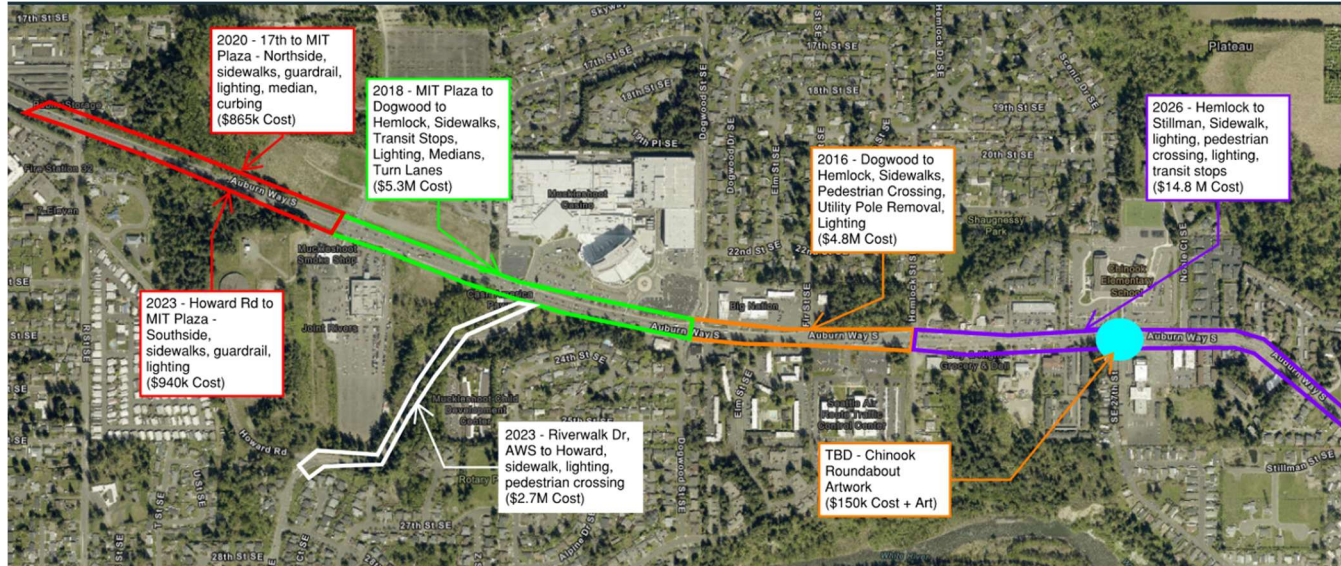
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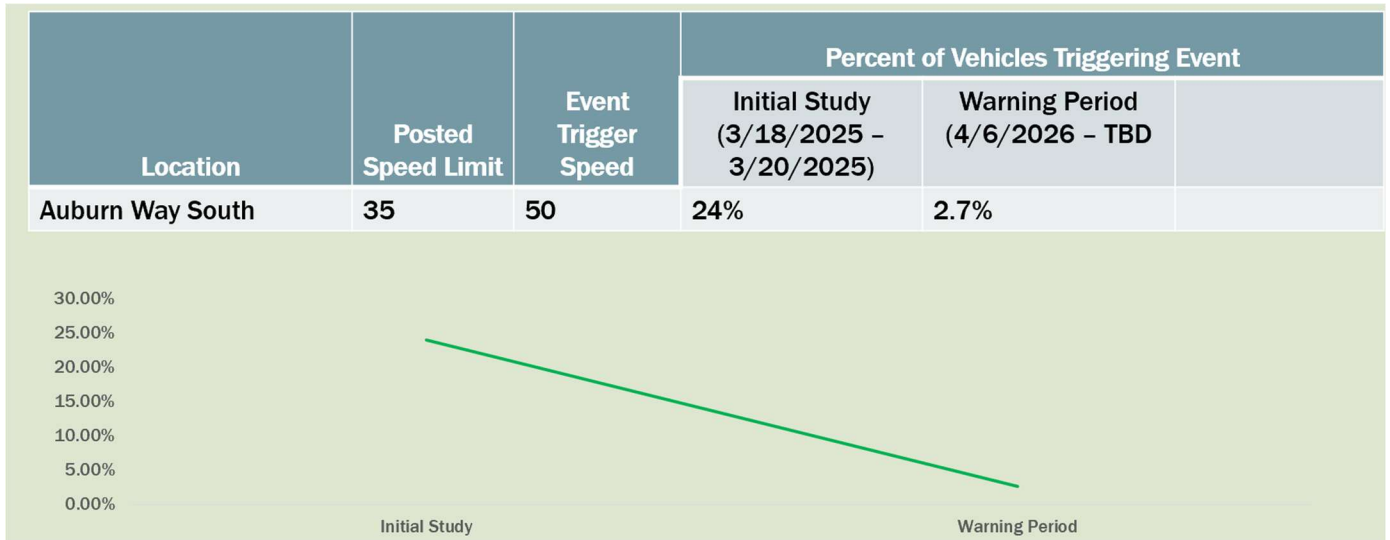
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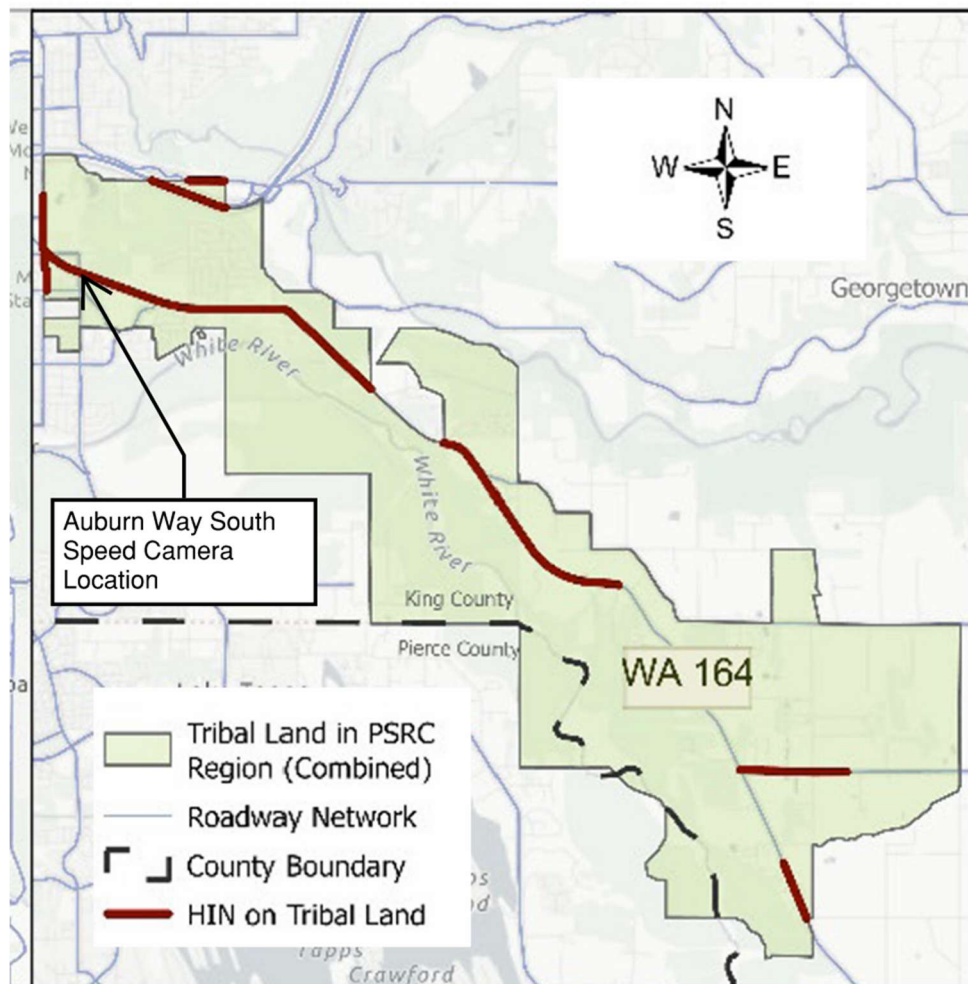
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The RSAP Tribal Supplement identified Auburn Way South, including the area where the camera is placed, as a High Injury Network (HIN). It includes a chapter that specially analyzes crashes, contributing factors, and recommended solutions on Muckleshoot Tribal Areas with emphasis on the HIN (Auburn Way South).

Figure 6: Muckleshoot High Injury Network Identified by RSAP Tribal Supplement w/City of Auburn Speed Camera Location¹



¹ This Figure was prepared using Figure 9-4 from the PSRC Regional Safety Action Plan, Tribal Supplement dated December 2025

"In the Muckleshoot Tribal areas, as shown in [Table 6], the top contributing factors in fatal crashes are speeding, impaired driving, and reckless driving. For all injury crashes, distracted driving is the most common factor, associated with nearly 32 percent of cases. **Notably, speeding and impaired driving is highly severe: approximately one in five injury crashes involving speeding results in a serious injury or death**, and one in four injury crashes involving impairment results in a serious injury or death." (RSAP Tribal Supplement)

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Table 6 – Contributing Factors for All Injuries or Fatalities in Muckleshoot Tribal Areas (2017-2024)¹

Contributing Factor	Total All Injuries	Share of All Injuries	Total Fatalities & Serious Injuries	Share of Fatalities & Serious Injuries	Total Fatalities	Share of Fatalities	Ratio of Serious Injuries & Fatalities to All Injuries	Ratio of Fatalities to All Injuries	Ratio of Fatalities to Serious Injuries & Fatalities
Distracted	297	32%	21	23%	1	5%	1 : 14	1 : 297	1 : 21
Speeding	219	23%	40	44%	12	60%	1 : 5	1 : 18	1 : 3
Failure to Yield to Vehicle	185	20%	11	12%	1	5%	1 : 17	1 : 185	1 : 11
Impaired	91	10%	21	23%	6	30%	1 : 4	1 : 15	1 : 4
Failure to Use Due Care / Reckless	36	4%	13	14%	4	20%	1 : 3	1 : 9	1 : 3

¹ This is Table 9-1 from the PSRC Regional Safety Action Plan, Tribal Supplement dated December 2025

“The Muckleshoot Tribal areas have the highest HIN coverage among central Puget Sound region Tribal areas, with 47 percent of its roadway network designated as a HIN, according to [Table 7]. It also leads in HIN miles per 100,000 population. Fatal crashes are primarily linked to speeding, impaired driving, and reckless driving, while distracted driving is the most common factor in all injury crashes. Fixed-object and pedestrian/bicycle crashes are the most severe, with fixed-object crashes alone causing over half of all fatalities. **Speeding accounts for 60 percent of fatalities despite less than a quarter of all injuries, with single-vehicle surface street and impaired-involved crashes also showing high death rates.**” ([RSAP Tribal Supplement](#))

Table 7 – HIN (High Injury Network in Tribal Areas (2016-2023)¹

Tribes	Population	Area (Sq. Mile)	HIN Mile	HIN Corridors Count	HIN Mile Average	HIN miles per Square Mile	HIN Miles per 100k Pop.	Percent of Network Covered by HIN
Muckleshoot Tribal Areas	9,226	9.8	10.6	9	1.2	1.1	115.2	47%
Port Gamble S'Klallam Tribal Areas	8,745	25.5	0	0	0	0	0	0%
Puyallup Tribal Areas	6,1716	33.5	34.8	32	1.1	1.0	56.4	15%
Snoqualmie Tribal Areas	253	1.2	0	0	0	0	0	0%
Stillaguamish Tribal Areas	6,341	21.2	3.5	5	0.7	0.2	54.9	8%
Suquamish Tribal Areas	8,687	14.5	0.3	1	0.3	0	3.5	1%
Tulalip Tribal Areas	14,218	57.1	8.4	12	0.7	0.2	59.1	12%

¹ This is Table 6-1 from the PSRC Regional Safety Action Plan, Tribal Supplement dated December 2025

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The RSAP Tribal Supplement offers the following statement regarding design and engineering solutions to reduce serious injury and fatal crashes, specifically on the HIN in Muckleshoot Tribal Areas:

“Speed Management: Automated red light running enforcement cameras, **automated speed enforcement cameras**, hardened centerline/turn hardening, lane reduction or reconfiguration, protected crossing islands, raised crossings, roundabouts, shoulder or edge line rumble strips, speed feedback sign, warning signs at horizontal curves.”

Summary

The Muckleshoot Indian Tribe raised legitimate concerns about potential unintended consequences of using automated speed enforcement on a main route to/from their Tribal lands. The City took these concerns very seriously and tested them using a number of different data points and perspectives. The evidence shows that traffic volumes have not been impacted in any significant way on Auburn Way South by the camera placement. In addition, there is clear and concerning evidence that Tribal members currently suffer disproportionate death and serious injury that is directly related to speeding behavior. The data shows that the camera on Auburn Way South significantly reduces speeding behavior, and therefore, can help reduce the related serious injuries and death. Conclusions drawn from this analysis are that the speed camera placement has not shown to be a deterrent to motorists using this route, but the impact on calming speeds will provide a clear safety benefit to everyone who uses this road, including Tribal members and those travelling to and from Tribal lands. The additional analysis and information explored with this supplement to the Camera Study provide clear and undisputable evidence that the speed camera on Auburn Way South will not have negative impacts to the Muckleshoot Indian Tribe. The information points to the opposite being true. That is, not placing a speed camera on Auburn Way South would be forfeiting an opportunity to correct the inequity suffered by Tribal people that experience a disproportionate higher rate of pedestrian injury and death due to crashes than non-Tribal people. The additional equity analysis and information included in this supplement supports the Camera Study’s findings and recommendation for placement of the speed camera on Auburn Way South at the current location.