



**City Council
Study Session
January 13, 2025 - 5:30 PM
City Hall Council Chambers**

AGENDA

CALL TO ORDER

PUBLIC PARTICIPATION

- A. The Auburn City Council Study Session Meeting scheduled for Monday, January 13, 2025 at 5:30 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/89076550685>

ROLL CALL

AGENDA MODIFICATIONS

ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

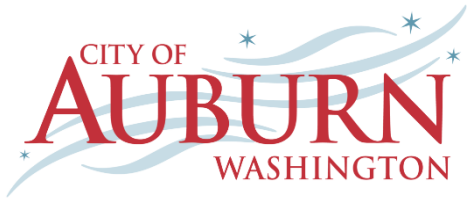
- A. Auburn Symphony Orchestra – 2024 Annual Report (Faber) (20 Minutes)

AGENDA ITEMS FOR COUNCIL DISCUSSION

- A. Ordinance No. 6962 (Gaub) (5 Minutes)
An Ordinance granting to City of Kent, a Washington Municipal Corporation, a Franchise for Water Facilities
- B. Ordinance No. 6965 (Whalen) (5 Minutes)
An Ordinance relating to the burden of proof in Dangerous Dog Appeals, and amending section 2.46.120 of the Auburn City Code
- C. Ordinance No. 6966 (Whalen) (5 Minutes)
An Ordinance relating to bases for eviction from rental housing, and repealing section 5.23.070 of the Auburn City Code

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:

Auburn Symphony Orchestra – 2024 Annual Report (Faber) (20 Minutes)

Meeting Date:

January 13, 2025

Department:

Parks, Arts & Recreation

Attachments:

ASO 2023-24 Annual Report

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background for Motion:**Background Summary:**

The City of Auburn supports the Auburn Symphony Orchestra through a Tourism Promotion Services contract to assist in promoting and marketing Auburn as a destination for arts and events that in turn contribute to the economy. Performing art programs serve as an economic driver and the activities of the Auburn Symphony Orchestra assists in that effort. As part of the 2025 budget for the Arts Division, the Auburn Symphony Orchestra receives funding with a specific scope of services for marketing, outreach and audience building, and amplification of the arts. This formal presentation from the Auburn Symphony Orchestra will report on their 2024 season as part of that contract.

Councilmember: Yolanda Trout-Manuel

Staff: Daryl Faber

Auburn Symphony Orchestra

2023-24 Annual Report

2023-24 Programs & Events

Title	Date	Musicians	Attendance	Location
Summer Series Programs				
ASO Brass Quintet	7/16/23	5	500+	Auburn Int'l Farmers Market
ASO Brass Quintet	8/3/23	5	250+	Les Gove Park
Strings in the Garden	8/27/23	4	162	Soos Creek Botanical Garden
Chamber Series Programs				
Autumn Chamber Concert	11/16/23	5	75	St. Matthew's Episcopal Church
Spring Chamber Concert	3/7/24	4	60	St. Matthew's Episcopal Church
Symphony Series Programs				
American Voices	10/15/23	67	367	Auburn PAC
Holiday Spectacular	12/4/23	64	708	Auburn PAC
Love and Legends	1/29/23	66	461	Auburn PAC
Lights, Camera, Action!	2/24/24	68	432	Federal Way PAC
From Marimba to Mozart	4/7/24	42	417	Auburn PAC
A Sea Symphony	5/5/24	70	365	Federal Way PAC
Special Performances				
Season Kickoff Party	9/14/23	4	70	Half Lion Brewing

Bravo Series: String Quartet	2/16/24	4	90	Postmark Center for the Arts
Education & Community Engagement Programs				
Auburn 4th of July Festival	7/4/23	0	2,000	Les Gove Park
Auburn School District Back to School Festival	8/10/23	0	1,000	Auburn High School
Pre-Concert Talk	10/15/23	1	~100	Auburn PAC
Ticket Giveaway partnership with Auburn Library	October 2023, December 2023, January 2024, April 2024	N/A	20 tickets per performance	Auburn Public Library
Link Up: The Orchestra Moves	1/23/24	68	1,600	Auburn PAC
Key to Change Masterclass with Jordan Bak	1/26/24	2	12	Key to Change Studio, Renton
Masterclass with Jordan Bak	1/27/24	1	15	St. Matthew's Episcopal Church
Pre-Concert Talk	1/28/24	1	~100	Auburn PAC
School Visit w/ Garrett Arney, ASO soloist	4/5/24	2	100	Baker MS and Auburn Mountainview HS
Pre-Concert Talk	4/7/24	2	~100	Auburn PAC
Rhythm and Rhymes Story Hour	4/11/24	2	24	Postmark Center for the Arts
Pre-Concert Talk	5/5/24	2	~100	Federal Way PAC
Rhythm and Rhymes Story Hour	5/11/24	2	12	Postmark Center for the Arts
Rhythm and Rhymes Story Hour	6/8/24	2	25	Postmark Center for the Arts

Marketing

Marketing and advertising examples attached

Press Coverage

Date	Publication	Headline
8/28/23	Auburn Examiner	Auburn Symphony Season Kickoff Party will be September 14
8/31/23	South Sound Magazine	Auburn Symphony Season Kickoff Party
9/28/23	Tacoma Real Time News	arx duo to perform at Auburn Symphony's Harvest Happy Hour fundraiser on Friday, Oct. 20
9/28/23	Auburn Examiner	arx duo to perform at Auburn Symphony's Harvest Happy Hour fundraiser on Friday, Oct. 20
10/5/23	Auburn Reporter	Percussion group comes to Auburn for symphony fundraiser
10/29/23	Tacoma Real Time News	Auburn Symphony Orchestra wins grant, announces new staff position
10/19/23	Auburn Reporter	Auburn Symphony Orchestra wins grant, announces new staff position
12/6/23	Auburn Reporter	King County Council passes \$782 million arts and culture levy
1/1/24	South Sound Magazine	10 Hot Tickets: January-February 2024
1/3/24	Seattle Times	Top Seattle-area classical music picks for early 2024
1/4/24	Auburn Examiner	Auburn Symphony Orchestra's 'Love and Legends' concert will be Sunday, Jan. 28
1/25/24	Auburn Reporter	Auburn Symphony Orchestra presents 'Love and Legends'
1/26/24	The Latest in Auburn from Mayor Nancy Backus	The symphony's 'Link Up' event for the Auburn School District was music to our ears
2/6/24	Auburn Examiner	ASO: Lights, Camera, Action!
2/8/24	South Sound Magazine	This Week in A&E: A Symphony Concert, a Fiddle Festival, and a Local Author's Book

		Release
3/13/24	South Sound Magazine	Auburn Symphony Orchestra Presents: From Marimba to Mozart
4/2/24	253 Lifestyle Magazine	Auburn Symphony's Season Finale Concert: A Sea Symphony by Ralph Vaughan Williams, with Seattle Pro Musica
4/19/24	Auburn Reporter	Auburn Symphony Orchestra presents A Sea Symphony

Advertising

Date	Publication	Notes
Monthly	Lake Tapps Living	
Per concert/quarterly	Auburn Magazine	
Year-round	Window of Office on Main Street	
Per program	Press releases to various regional outlets	Sent via email
Per concert	KNKX	Radio ads in Puget Sound region
Per concert	KING FM	Radio ads in Puget Sound region
Per concert/quarterly	Banner on Auburn Way	Concert promo-Visual over Auburn Way near Hwy. 18

Digital Advertising

Date	Publication	Notes
Ongoing	Sound Publishing	Targeted ads about ASO and specific concerts
Sep 2023	Facebook - Season Kickoff Party	287 reach
Oct 2023	Facebook - Classical 1	293 reach

Nov 2023	Facebook - Holiday	11,958 reach
Nov/Dec 2023	Facebook - Holiday	7,421 reach
Jan 2024	Facebook - Classical 2	6,850 reach
February 2024	Facebook - Pops	5,853 reach
March/April 2024	Facebook - Classical 3	3,987 reach
April/May 2024	Facebook - Classical 4	6,843 reach

Print Collateral

Date	Description	Notes
April 2023	2023-24 Season Brochures	Sent to internal list of 800
November 2023	Annual fund letter	Sent to 400 patrons
August 2023, January 2024, March 2024	Newsletters	Sent to list of 2,500
Per Concert	Programs	Distributed to every patron

Electronic Promotions

Date	Description	Notes
Per Program	Live Music Project, Seattle Times, Explore Auburn, The Stranger, SoCoCulture	Online calendars Emails to their constituents
Per Program	Facebook	1,300 followers
Per Program	Instagram	1,067 followers
Per Program	YouTube	231 subscribers, 17,200 views, 223 hours of watch time
Per Program	MailChimp	Emails to list of 2,600

Symphony Series

Tickets and information at auburnsymphony.org.

American Voices

Sunday, October 15, 2:30 PM

Auburn Performing Arts Center

Wesley Schulz, conductor

classical

matinee

Auburn Symphony Orchestra continues its annual celebration of American music through iconic and newly-embraced works. Featuring **Leonard Bernstein's** familiar Latin beats from the 1957 smash musical, ***West Side Story***, you'll dance and hum your way out of the concert hall with tunes like *Maria* and *I Feel Pretty*. **Juan Pablo Contreras' *Mariachitlán*** continues the Latin beat with a loving homage to the Mexican state of Jalisco – the birthplace of mariachi. The concert opens with **William Levi Dawson's** epic ***Negro Folk Symphony*** which premiered nearly 90 years ago to great acclaim. The piece is experiencing a resurgence as new generations discover its powerful impact. Celebrate with us musical voices of America.

Holiday Spectacular featuring Howard Blake's *The Snowman*

Monday, December 4, 7:30 PM

Auburn Performing Arts Center

Wesley Schulz, conductor

holiday

evening

Join us for a special Holiday Spectacular as Auburn Symphony Orchestra performs the soundtrack, LIVE, to the Oscar-nominated holiday film, ***The Snowman!*** Directed by Dianne Jackson and featuring an original score by Howard Blake, the animated film brings **Raymond Briggs'** magical story to life. You will delight in following James and his Snowman as they embark on a wondrous journey one winter's night. Also on the program are seasonal favorites such as ***Miracle on 34th Street***, ***Parade of the Wooden Soldiers***, our traditional audience **sing-along** and much more!

Love and Legends

Sunday, January 28, 2:30 PM

Auburn Performing Arts Center

Wesley Schulz, conductor

Jordan Bak, viola

classical

matinee

This lavish program features some of the world's most epic and heartfelt music. **Igor Stravinsky's** ballet ***The Firebird*** takes you on a journey through the Russian folktale of a hero, Ivan Tsarevich, who battles the sorcerer Kashchei with the help of a mythical firebird. Lauded for his "haunting lyrical grace" (Gramophone), violist **Jordan Bak** joins ASO for **Bela Bartok's *Concerto for Viola***. ASO is also pleased to present the Washington State premiere of **Jennifer Higdon's *Cold Mountain Suite***, a co-commissioned project with 37 other orchestras across the country inspired by Charles

Frazier's novel. The concert opens with **Richard Strauss's** virtuosic tone poem, ***Don Juan***, where the orchestra is pushed to its limits as it spins adventure and love themes across a wide sonic palate.

Lights, Camera, Action! Music from Epic Adventure Films

Saturday, February 24, 7:30 PM

Federal Way Performing Arts Center

Wesley Schulz, conductor

pops

evening

Bring your whole family to Auburn Symphony Orchestra's action-packed concert featuring exciting music from epic adventure films! Maestro Schulz will take you to the high seas in search of pirates, to the island of Themyscira, home of ***Wonder Woman***, and to the animated world of ***The Incredibles***. Prepare to soar through the sky and zoom across the earth as we quest for the most thrilling music for film. No adventure is too big for Auburn Symphony Orchestra!

From Marimba to Mozart

Sunday, April 7, 2:30 PM

Auburn Performing Arts Center

Wesley Schulz, conductor

Garrett Arney, marimba

classical

matinee

Composers find inspiration in everything – their nationality, historical events, and of course other genres of music. With his ***Symphony No. 38***, **Wolfgang Mozart** wrote a love letter to the city of Prague. The music crackles with virtuosity and grace, signaling that Mozart is at the peak of his compositional powers. ASO welcomes percussionist **Garrett Arney** to the stage to perform **Emmanuel Séjourné's *Concerto for Marimba and Strings***, an eclectic piece that will leave you breathless. The concert opens with **Jessie Montgomery's *Banner***, commissioned in 2014 to celebrate the 200th anniversary of ***The Star-Spangled Banner***. She weaves together snippets of the anthem with civil rights songs and other cultural melodies. Inspiration is everywhere, especially in the concert hall!

A Sea Symphony by Ralph Vaughan Williams

Sunday, May 5, 2:30 PM

Federal Way Performing Arts Center

Wesley Schulz, conductor

Karen Thomas, conductor
Seattle Pro Musica

classical

matinee

"Behold, the Sea!" With these words, **Ralph Vaughan Williams'** massive ***Sea Symphony*** begins. This piece, nearly an hour in length, was Vaughan Williams's first major work and it was inspired by the poetry of Walt Whitman. Using over 107 lines of text from the poet's ***Leaves of Grass***, Vaughan Williams' choral-orchestral work explores the sea itself as well as the sea of time, humankind and our infinite world. Auburn Symphony Orchestra is delighted to present this work in collaboration with **Seattle Pro Musica** and their conductor, Karen Thomas.



Summer Series

Music at the Market

Sunday, July 16, 11:00 AM
Les Gove Park

Liven up your trip to the Auburn Farmers Market. Enjoy the sounds of ASO brass musicians as you stroll the fresh offerings from local vendors. Enjoy a selection of popular tunes and classical favorites in this relaxed setting.
FREE

Summer Sounds

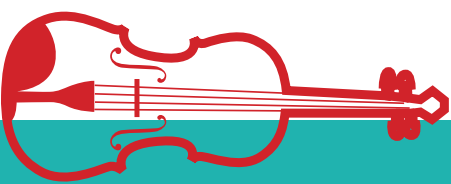
Thursday, August 3, 6:30 PM
Les Gove Park

Relax and enjoy... Pack a picnic, bring your lawn chairs, or throw a blanket on the ground and join us for the City of Auburn's Summer Sounds!
FREE

Strings in the Garden

Sunday, August 27, 2:00 PM
Soos Creek Botanical Gardens

Join the Auburn Symphony String Quartet for a lovely afternoon in the Garden for fun, family-friendly favorites! Some chairs will be available, or you may bring your own. Pack a picnic and enjoy some beautiful music with the best view in town.



Chamber Series

Autumn Chamber Concert

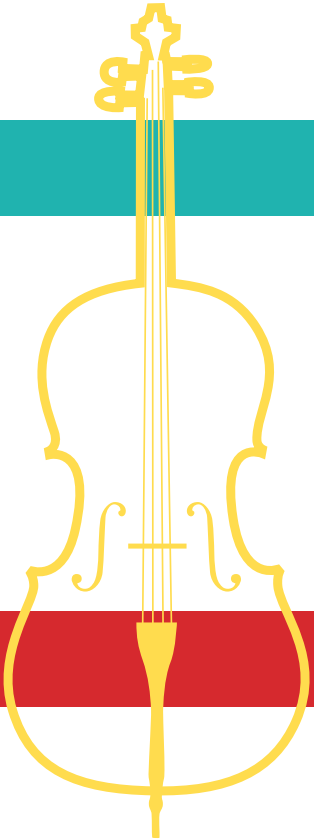
Thursday, November 16, 7:00 PM
St Matthew / San Mateo Episcopal Church

Spring Chamber Concert

Thursday, March 14, 7:00 PM
St Matthew / San Mateo Episcopal Church

On a New Night – Thursday!

Chamber concerts are a good way to dip into instrumental music on a casual afternoon. It's less formal and allows the audience (you) to see and hear the ensemble up close since there are fewer musicians and they perform in a smaller space. This is an excellent opportunity to watch closely how the instruments are played and see the dynamics of a small group in performance.



Events

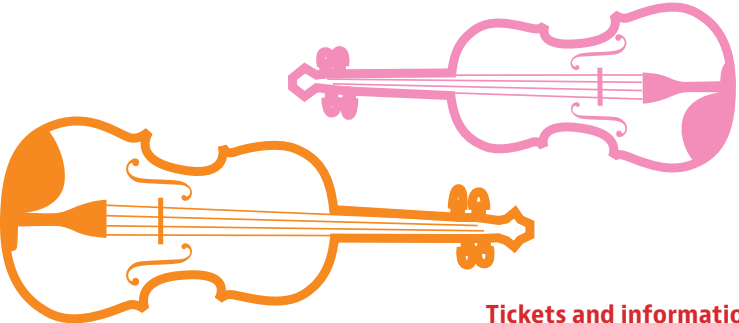
Season Kick Off Party

Thursday, September 14, 7-9 PM
Half Lion Brewing Company



There's nothing more exciting than a fresh season of music to look forward to! Join us at Half Lion Brewing Company to hear all about the upcoming programs and enjoy a tasty beverage. The ASO String Quartet will treat you to music by featured composers this season. Grab dinner from the food truck to complete your evening. Seating is limited so don't delay! Additional donations go directly to support ASO's artistic and educational programs.

\$25 ticket includes one beverage and a 45-minute concert



Harvest Happy Hour

Friday, October 20, 5-7:30 PM
Green River College, Lindbloom Center

A cozy autumn evening awaits you in support of the artistic and educational programs of Auburn Symphony Orchestra! Delight in music from the arx duo, percussionists Garrett Arney and Mari Yoshinaga. Garrett is a featured soloist in ASO's 2023-24 Season so you'll get a sneak peek of what's to come. Ticket sales only cover 20% of the costs it takes to bring you the music you know and love, plus our free education programs that reach thousands of students every year. Through a live auction featuring experiences you can only get with ASO and Raise the Paddle, your support makes the music possible!

\$50 ticket includes heavy hors d'oeuvres, one beverage, and a 30-minute concert



Tickets and information at auburnsymphony.org.

Subscriber Benefits

Save Money Buy five concerts and get the sixth free with a full-season subscription!

Priority seating Subscribers can reserve their seats for the whole season before tickets go on sale to the general public.

Renewing a subscription? Look for an email from us for a quick and easy renewal. Reserve your seats by June 30.

Single tickets available June 30.

How to buy tickets

Online: auburnsymphony.org

Mail: Send a check with the form on this page to Auburn Symphony, P.O. Box 2186, Auburn, WA 98071

Phone: Call 253-887-7777 (please have your Mastercard or Visa information ready).

Ticket information

Print at Home and Mobile ticket holders do not need to stop at the box office for printed tickets, simply show your paper or phone to the ushers. If you would like to receive paper tickets, they will be mailed in September. Tickets may also be held at Will Call and can be picked up beginning one hour prior to the concert.

Ticket Exchanges

Tickets are non-refundable, however exchanges to a different date may be requested at least 24 hours prior to the performance.

Wheelchair Accessibility

Wheelchair accessible seating and parking is available at all of our venues. When ordering tickets, please look for wheelchair seating and state any special needs so that we can best accommodate your seating preferences.

Venue addresses

Auburn Performing Arts Center
702 4th St NE, Auburn, WA 98002

Federal Way Performing Arts and Event Center
31510 Pete von Reichbauer Way S, Federal Way, WA 98003

Green River College, Lindbloom Center
12401 SE 320th St, Auburn, WA 98092

Half Lion Brewing Company
1723 W Valley Hwy E, Sumner, WA 98390

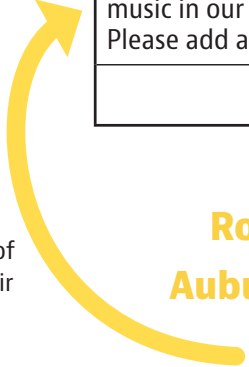
Les Gove Park
1140 Auburn Way S, Auburn, WA 98002

Soos Creek Botanical Gardens
29308 132nd Ave SE, Auburn, WA 98092

St Matthew / San Mateo Episcopal Church
123 L St NE, Auburn, WA 98002

Tickets and information at auburnsymphony.org.

Package		\$	# seats	Total
6 Symphony Concerts	General	\$210 x		= \$
	Senior (60+)	\$185 x		= \$
	Student/Under 25	\$60 x		= \$
4 Symphony Concerts (choose below)	General	\$150 x		= \$
	Senior (60+)	\$132 x		= \$
	Student/Under 25	\$40 x		= \$
☐ American Voices ☐ Holiday Spectacular ☐ Love and Legends		☐ Lights, Camera, Action! ☐ From Mozart to Marimba ☐ A Sea Symphony		
Chamber Concerts (2)	General	\$40 x		= \$
	Student/Under 25	\$15 x		= \$
Season Kick Off Party		\$25 x		= \$
Harvest Happy Hour		\$50 x		= \$
Ticket sales alone cover only covers 20% of the cost it takes to bring you this season's concerts. Your continued generosity is vital to keeping symphonic music in our community. Please add a tax-deductible contribution today!				\$
TOTAL				\$



Round up your payment to keep Auburn Symphony Orchestra strong!

Your Contact Information

Name_____

Address_____

City_____State_____ Zip_____

Phone_____Email_____

Payment

☐ Check enclosed, payable to Auburn Symphony

Card Number_____

☐ Visa ☐ Mastercard Exp. Date_____ 3 Digit Code _____

Mail to: Auburn Symphony, P.O. Box 2186, Auburn, WA 98071



Wesley Schulz, Music Director and Conductor

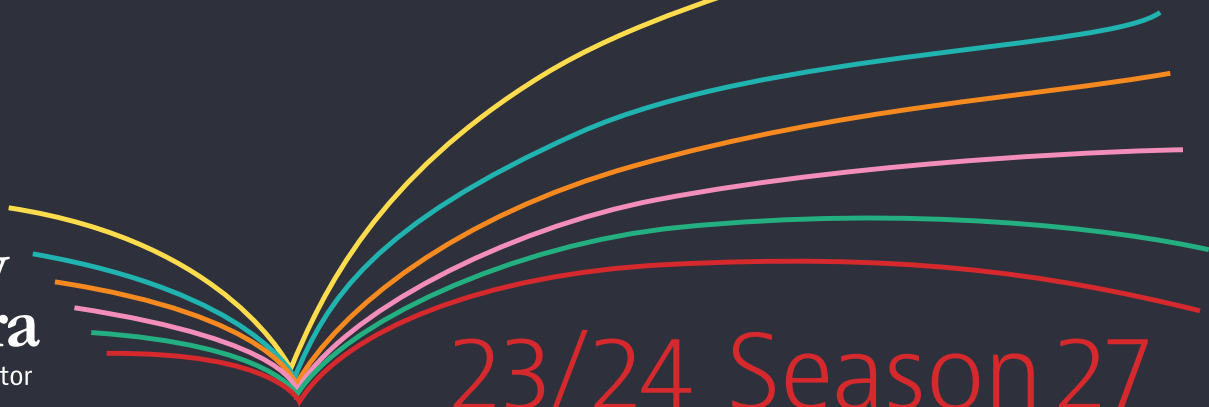
Jordan Bak, Viola

Howard Blake's The Snowman

Garrett Arney, Marimba

Karen Thomas, Seattle Pro Musica

**Auburn
Symphony
Orchestra**
Wesley Schulz, Music Director



23/24 Season 27

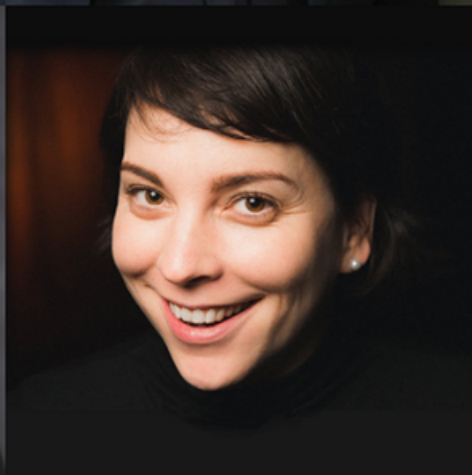
Subscribe by
June 30
for the
lowest prices
and best seats.
Single tickets
available
June 30.
auburnsymphony.org

**Auburn
Symphony
Orchestra**
Auburn Symphony Association
PO Box 2186, Auburn, WA 98071
info@auburnsymphony.org

**23/24
Season 27**

Auburn Symphony's Season Finale Concert: A Sea Symphony by Ralph Vaughan Williams, with Seattle Pro Musica

May 5





Rhythm and Rhymes Story Hour at the Postmark was so fun on Saturday! Thank you to musicians Brian Shaw and Lana Shaw VanBoven and to Robbin Price from [Auburn Library](#)! The next one is on June 8, see you there.



Mimosas and Melodies



A fundraiser to benefit the educational and artistic programs of
Auburn Symphony Orchestra



Sunday, March 17, 12:00 – 2:30 PM
Green River College, Lindbloom Center



Gather for brunch and bubbly to support ASO's year-round programs that shape, heal, and brighten our community. Enjoy a **brunch buffet** complete with french toast bar and delight in **music from arx duo**, percussionists Garrett Arney and Mari Yoshinaga. Garrett is a featured soloist in ASO's 2023-24 Season so you'll get a sneak peek of what's to come. One mimosa, brunch buffet, and 40-minute concert are all included.

12:00pm – Doors open; Mimosas and drinks available; Silent auction open

12:45pm – Brunch buffet open

1:15pm – Silent auction closes; Music from arx duo followed by live auction and Raise the Paddle

2:30pm – Head home and enjoy your afternoon!

Ticket sales only cover 20% of the costs it takes to bring you the music you know and love, plus our free education programs that reach thousands of students every year. Through **live and silent auctions** featuring experiences you can only get with ASO, and Raise the Paddle, your support makes the music possible!

Early bird pricing until Feb.1, \$50



Purchase tickets now

Upcoming Concerts

Love and Legends

Sunday, January 28, 2:30 PM
Jordan Bak, viola
Auburn Performing Arts Center

BRAVO Series String Quartet

Friday, February 16, 7:00 PM
Postmark Center for the Arts

Lights, Camera, Action!

Music from Epic Adventure Films
Saturday, February 24, 7:30 PM
Federal Way Performing Arts Center

Spring Chamber Concert

Thursday, March 14, 7:00 PM
St Matthew/San Mateo Episcopal Church

From Marimba to Mozart

Sunday, April 7, 2:30 PM
Garrett Arney, marimba
Auburn Performing Arts Center

A Sea Symphony by Ralph Vaughan Williams

Sunday, May 5, 2:30 PM
Seattle Pro Musica
Federal Way Performing Arts Center

Tickets and more information at auburnsymphony.org

Auburn Symphony Orchestra

Wesley Schulz, Music Director

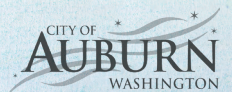


Holiday Spectacular

Wesley Schulz, conductor

Drew Simons, boy soprano

Monday, December 4, 7:30 PM, Auburn Performing Arts Center



© Snowman Enterprises Limited. www.thesnowman.com



Wesley Schulz, music director and conductor

Wesley Schulz is widely recognized for his superb programming and spirited yet heartfelt music making with orchestras. At home with masterworks, contemporary music as well as pops, the Cultural Voice of North Carolina deems Schulz’s conducting “spectacular.” Schulz is Music Director and Conductor of the Auburn Symphony Orchestra (WA) and recently completed four successful seasons as the Associate Conductor of the North Carolina Symphony. Prior to this, Schulz was a Conducting Fellow at the Seattle Symphony, Assistant Conductor of the Britt Festival Orchestra and Education and Family Conductor for the Austin Symphony Orchestra.

Key to Schulz’s success is his passion for diversifying classical music and expanding the concert hall to include all listeners. He has collaborated with some of the most dynamic musical artists of our time including Philippe Quint, Bella Hristova, Richard Lin, Leslie Odom Jr, Pink Martini, Randall Goosby, Cirque de la Symphonie, John Williams, Amos Lee and many more. When not on the podium, Schulz enjoys distance running, doing CrossFit, cooking and playing endless fetch with his two dogs, Chewbacca and Han Solo.



Zane Kistner, assistant conductor

Zane Kistner, originally from Salem, Oregon, earned a Bachelor of Music in Music Education at the University of Puget Sound in Tacoma, Washington. While at Puget Sound, he studied euphonium and conducting. During his time in Tacoma, Zane performed as a soloist and substitute musician, most notably as a featured soloist on Seattle’s King FM Classical radio station. Zane also won the 2017 Northwest Brass Festival Solo Competition, which gave him the opportunity to perform and record with Brass Band Northwest. As an educator, Zane worked as the assistant conductor of the Puget Sound Youth Wind Ensemble and the Puget Sound University Concert Winds. Recently, Zane completed his Master of Music in Orchestral Conducting under Dr. Jonathan Girard at the University

of British Columbia. At UBC, Zane has worked as the assistant conductor for both the UBC Symphony Orchestra, and the UBC Chamber Orchestra Festival and participated in the Cascade Conducting Masterclass and masterclasses presented by Neil Varon, Gerard Schwarz, and Sarah Ioannides. Zane’s most recent performances have been with the Vancouver Symphony Orchestra.



Drew Simons, boy soprano

Drew Simons is an accomplished 12-year-old young man and a member of the Northwest Boychoir since September 2017, where he currently sings in the Performing Choir. Simons was the featured soloist on “Walking in the Air” in the Seattle Symphony’s presentation of The Snowman in 2022 and 2023. He returned to perform with the Symphony that year in Tan Dun’s acclaimed Buddha Passion and Carmina Burana. Engagements in 2024 include Mahler Symphony No.3 with the Seattle Symphony, and a solo in Leonard Bernstein’s Chichester Psalms with the Everett Philharmonic Orchestra. Drew is in 6th grade at Lakeside Middle School, and also plays piano and trombone in the school band. Outside of his musical endeavors, he enjoys alpine skiing, basketball, baseball, and spending time with family.

Auburn Symphony Contributors

We thank the following for their contributions given between January 1, 2023 through November 16, 2023.

Government Support

4Culture
ArtsWA
City Of Auburn
City of Federal Way
National Endowment for the Arts

Corporate & Community Support

Arts Fund
Green River College Foundation
Half Lion Brewing Co.
Leavitt Group Northwest
Mayflower Park Hotel
Miles Sand & Gravel
Poe Construction
Propel Insurance
Timberland Bank

\$5,000+

Anonymous
Lawton Case

\$2,500-\$4,999

Bill & Shelia Cowart
Kathy Gleason & Wayne Johnson
Jim & Linda Sprenger

\$1,000-\$2,499

Gerry & Carole Anderson
Judy Bishop
Lora Lee Brown
Nancy Colson
Carl & Carol Corbin
Elsa & Elliott Fager
George & Janie Frasier

Donna Glasoe
Jack & Alayne Hudspeth
Dr. Suzanne Johnson & Beth O'Connor
Susan Nevers
Fred & Rita Poe
Jim & Tanya Rottle
Corinne Spicer
Cynthia & Peter Sprenger
Lee Valenta & Trish Borden

\$500-\$999

Anonymous (2)
Gary & Nancy Bennett
Linda Bielejec
Jo Cugini
Len & Linda Elliott
Dianne Nelson
Thomas Sharp
Amy Sie
Kent & Patty Sprague
Jim & Elaine Swigart

\$100-\$449

Anonymous (4)
Karen Alliston & Pete Beaupain
Jennifer Bolton
Leila Booth
Larry & Donna Brown
Judy Brown
Sandra Burroughs
Virginia Crow
David Durham
Monty Euston & Susan Peterson
Robert & Kay Filson
Dorothy Finley
Jacklyn Fraizer
Thomas Ginsburg

Jenny Hay
Sandra Hixenbaugh
Alice & Michael Hori
Len & Linda Johnson
Patricia Judd
Jean F Keller
Robert Kremers
Shirley Leonard
Jenny Moller
Kathryn Natsuhara
Yvonne Nicholson
Rachel & Alex Perry
Michael & Debbie

Pratum
Judi Richardson
Corey Rivers
Bethany Rogers
Markey Sandhop
Wayland and Lisa Scarff
James and Jackie Schack
Wesley Schulz & Cameron Larson
Dan & Terri Shields
Paulette & David Sitzenstock
Caren Skube
Gail & Bob Spurrell
Charlotte Sullivan
Carol & Ken Theimer
Dana Turcott
AJ & Staci VanderPol
Westby Family Fund
Zerman Whitley
Karen Williams & Rick Gherst
Jan & Homer Wood
Mark & Tami Woolsey
Paul Wyman

Up to \$99

Anonymous (2)
Don & Sonna Alexander
Roger Birnbaum
King Choi
Diane & Ernie Collier
Molly Cone
David & Lisa Couch
Linda Cowan & Sterling Kuhlman
Natalie DeFord
Russ & Brenda Farwell
Ronald Fickes
Ruth & Jim Fletcher
Curtis Frye
Carol Giboney
Helena Hanna
Sharon Hegewald
Laura Higdon
Barbara Huseby
Carole Kellerman
Joanna King
Ron & Kris Kistler
Anita Knight
Otto Lee
Lauri Lindberg
Bruce Gilbert & Lisa Marahrens
Bette & Paul Margelli
Jim Mondt
Janice Morgan
Tom Morris
Matti Munson
Lisa & Tim Nunn
Diane & Rawhide Papritz
John Partsch
Rachel & Alex Perry
Patricia Petrut
Sook Raz
Nancy Robertson

Elizabeth Robichaud
Janet Schneider
Joanne Seng
Sonja Stendal
Joyce Stratton
Mark Sullivan
Peter & Stephanie Symes
Monte Turner
Joy Werlink
Brian & Melinda Wharton
Pamela Zachary

Gifts were made in honor of

Walt Bishop
Charles A. Booth
Kathrine Hansen
Jane Sharp
and to the Lee Valenta Legacy Fund

We strive to be accurate in acknowledging your gifts. Please contact us if we have made an error.



Program Notes

Rockin’ Around the Concert Hall
Sung to the tune of Rockin’ Around the Christmas Tree

Rockin’ around the concert hall
It’s time for fest and cheer
Hot cocoa in the lobby and Santa too
We are so glad you’re here!

Rockin’ around the concert hall
The Snowman is showing tonight
Later we’ll sing some Christmas tunes
And spread some joy and light!

You will get a sentimental feeling when you hear
Violins and trumpets singing
Don’t forget the sleigh bells ringing

Rockin’ around the concert hall
ASO is ready to go
Everyone take a seat and see
The show is on, ho, ho, ho!!!

Happy holidays and cheers to a new year filled with beautiful music
from all of us at Auburn Symphony Orchestra!

Please turn off all cell phones and other electronic devices.
The use of cameras and recording equipment is not permitted in the concert hall. Thank you.

Attention Auburn Sympony Orchestra Attendees: Photography, filming and podcasts disclaimer:
Please note that photographs and footage will be taken throughout tonight’s event. These will be used by Auburn Symphony Orchestra for marketing and publicity in our publications, on our website, and in social media or in any third party publication. Please contact the event organizer if you have any concerns or if you wish to be exempted from this activity.

Angels We Have Heard on High

Angels we have heard on high,
Sweetly singing o’er the plains;
And the mountains in reply,
Echoing their joyous strains.
Glo - - ria,
In excelsis Deo!
Gloria! Gloria! Gloria! Gloria!
In excelsis Deo!

Joy to the World

Joy to the world! The Lord is come;
Let earth receive her King;
Let ev’ry heart prepare Him room,
And heav’n and nature sing,
And heav’n and nature sing,
And heaven, and heaven and nature sing.

O Come, All Ye Faithful

O come, all ye faithful, Joyful and triumphant,
O come ye, o come ye to Bethlehem;
Come and behold Him, Born the King of Angels;
O come, let us adore Him, O come, let us adore Him,
O come, let us adore Him, Christ the Lord

The First Noel

The first Noel, the angel did say,
Was to certain poor shepherds in fields where they lay.
In fields where they lay keeping their sheep,
On a cold winter’s night that was so deep.
Noel! Noel! Noel! Noel! Born is the King of Israel.

Silent Night, Holy Night

Silent night, holy night,
All is calm, all is bright
Round yon Virgin Mother and Child.
Holy infant so tender and mild,
Sleep in heavenly peace, Sleep in heavenly peace.

Hark! The Herald Angels Sing

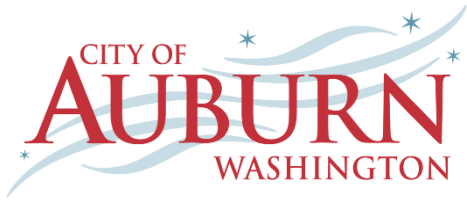
Hark! the herald angels sing,
Glory to the newborn King!
Peace on earth and mercy mild,
God and sinners reconcile!
Joyful all ye nations rise,
Join the triumph of the skies;
With th’angelic host proclaim,
Christ is born in Bethlehem.
Hark! the herald angels sing
Glory to the new-born King.

Deck the Halls

Deck the halls with boughs of holly,
Fa la la la la la la la.
‘Tis the season to be jolly,
Fa la la la la la la la.
Don we now our gay apparel,
Fa la la la la la la la.
Troll the ancient Yuletide carol,
Fa la la la la la la la.

We Wish You a Merry Christmas

We wish you a Merry Christmas,
We wish you a Merry Christmas,
We wish you a Merry Christmas,
And a happy New Year.
Good tidings we bring to you and your kin,
Good tidings for Christmas and a happy New Year.
We wish you a Merry Christmas,
We wish you a Merry Christmas,
We wish you a Merry Christmas,
And a happy New Year.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6962 (Gaub) (5 Minutes)

An Ordinance granting to City of Kent, a Washington Municipal Corporation,
a Franchise for Water Facilities

Meeting Date:

January 13, 2025

Department:

Public Works

Attachments:

Draft Ordinance No. 6962,
Vicinity Map

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background for Motion:**Background Summary:**

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

City of Kent has applied for a new Franchise Agreement to continue to operate their existing water facilities in the Public Ways within the Auburn City Limits. Kent currently provides potable water service for human consumption or other domestic use, including residential, commercial and wholesale use and fire suppression purposes within the portion of Kent's water service boundary area that is within the Auburn City Limits. This includes the area known as the "Bridges" that was annexed from Kent into Auburn in 2023 and was included in the Interlocal Agreement with Kent and required to be completed following the annexation actions. The proposed agreement is consistent with the City's standard Franchise Agreement language.

A Public Hearing to consider this application and take public comment is scheduled before the City Council on January 21, 2025 in accordance with Auburn City Code 20.04.040.

Councilmember: Tracy Taylor

Staff: Ingrid Gaub

ORDINANCE NO. 6962

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

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

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

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

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

Section 1. Definitions

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

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

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

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

E. "Franchise" means this agreement approved by Ordinance No. 6962 of the City which authorizes Franchisee Facilities to provide Franchisee Services in the Franchise Area.

F. "Franchise Area" means the public ways specified in Exhibit "A".

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

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

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

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Franchise, the City grants to the Franchisee general permission to enter, use, and occupy the public

ways within the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

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

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

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

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

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

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

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses unless a different address is designated in writing and delivered to the other party. Any such written notice shall become effective upon receipt by certified mail, confirmed delivery by

overnight courier, or the date stamped received by the City. Any communication made by telephone, e-mail, or similar method will not constitute notice pursuant to this Franchise, except where expressly permitted in this Franchise.

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

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

Franchisee: City of Kent
Attn: City of Kent Water Manager- Public Works Operations
220 Fourth Avenue South
Kent, WA 98032
Telephone: 253-856-5600
Email Address: PWOps@KentWA.gov

with a copy to: City of Kent
Attn: City Clerk
220 Fourth Avenue South
Kent, WA 98032
Telephone: 253-856-5725
Email Address: CityClerk@KentWA.gov

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

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (253-856-5600).

Section 4. Term of Franchise

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

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

Section 5. Acceptance of Franchise

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

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

Section 6. Construction and Maintenance

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

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

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

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

E. If work performed under this Franchise by the Franchisee makes it necessary to turn off or diminish water pressure or potential Fire Flow to any Fire Hydrant, the Franchisee shall notify Valley Regional Fire Authority (VRFA) by telephone at 253-288-5870, email at fire.marshall@vrfa.org, or written notice, that water pressure or Fire Flow conditions may be affected. Except in the case of an emergency, the notice shall be provided at least forty-eight (48) hours prior to the water pressure or potential Fire Flow being suspended or diminished. If more than one Fire Hydrant will be affected, the Franchisee shall provide a map of the affected area to VRFA. Out-of-service Fire Hydrants must be identified as not operational by covering with a properly secured burlap or plastic bag. Fire Hydrants should be returned to full service as soon as reasonably possible or no longer than two (2) calendar days from the date service was suspended or diminished. The Franchisee shall notify VRFA when the Fire Hydrant(s) is/are returned to full service.

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

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

H. Franchisee shall notify the City by email or written notice, a minimum of fifteen (15) calendar days in advance of discharge of Franchisee water supply from a reservoir into the City's storm water system in the Franchise Area. The City will review to ensure the ability of the City storm system to handle the additional water. The City may deny any request based on the needs of the City but will work with the Franchisee to coordinate a mutually agreed upon time to discharge water to the City storm system. Any approval by the City for the Franchisee to discharge water into the City storm system must be in writing. Any Franchisee water

discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. The Franchisee will employ appropriate BMPs to ensure City's storm water system capacity is not exceeded or damaged.

I. Flushing of water system and other Franchisee activities not identified in paragraph H above shall not require advance notification. Any Franchisee water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. The Franchisee will employ appropriate BMPs to ensure City's storm water system capacity is not exceeded or damaged.

Section 7. Repair and Restorations

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

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

Section 8. Emergency Repair Work

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

B. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee, by email or in writing, as promptly as possible under the circumstances. Franchisee

will reimburse the City for the City's actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

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

Section 10. Location Preference

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

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

Section 11. Relocation of Franchisee Facilities

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

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

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

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

B. Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement, requires the relocation of Franchisee Facilities within the Franchise Area to accommodate such development: or (ii) the City requires the relocation of Franchisee Facilities within the Franchise Area for the benefit of any person or entity other than the City (including, without limitation, any conditions or requirement imposed by the City on such person or entity pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development), then in such event, Franchisee shall have

the right as a condition of such relocation, to (i) require such developer, person or entity to cause such relocation to occur at their own expense, subject to Franchisee's review and approval of design plans prepared by such developer, person or entity; or (ii) to require such developer, person or entity to make payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in connection with such relocation of Franchisee Facilities.

C. Subject to the terms of this Section 11 and consistent with Section 14 and to the maximum extent provided by applicable law, Franchisee shall reimburse the City for any costs, expenses, and/or damages incurred as a result of: 1) The Franchisee not providing the City accurate or sufficient location or other information regarding Franchise Facilities during design or construction of the Public Improvement, or 2) Franchisee's delay in meeting the mutually-established schedule for the relocation work required to accommodate a Public Improvement to the extent the delay is directly caused by Franchisee's breach of its obligations under this Section 11 with respect to the relocation of Franchise Facilities in accordance with the mutually established schedule for the relocation work.

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

E. In the event that a conflict with Franchise Facilities is discovered during construction of a capital improvement, within seven (7) calendar days of this determination, the City and Franchisee shall discuss relocation requirements and schedule, and jointly identify and define the relocation requirements, schedule, and timeframe of relocation that the Parties agree shall govern the relocation. The Parties may agree to include relocation as part of the City's capital improvement with Franchisee reimbursing the costs of design, City inspection time, and relocation of Franchise Facilities. The Parties will document the mutual agreement of these terms in writing. Additionally, any and all damages or costs associated with the conflict shall be subject to Section 11.C.

Section 12. Abandonment and or Removal of Franchisee Facilities

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

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

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

Section 13. Franchisee Information

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

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City. In the event the City receives a request under Chapter 42.56 RCW involving Franchisee's information described in Section 13.A., the City shall provide email notice to Franchisee at least ten (10) days prior to release of any records that either 1) Could be excluded from public records release to protect public safety and security, including pump station and reservoir as-built records, system operating plans, vulnerability assessments, and other records the City determines the Franchisee may seek to exclude from public records release for this reason; or 2) Records the Franchisee has labelled with the statement "DO NOT RELEASE BEFORE NOTIFYING THE CITY OF KENT" or similar statement. The warning statement shall also reference this agreement by number, be in red lettering, in 16 font or greater, and on the front of the electronic or paper document.

Section 14. Indemnification and Hold Harmless

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

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

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

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14.A., the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

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

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

Section 15. Insurance

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

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

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

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

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

3. Contractor's Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractor's Pollution Liability shall cover bodily injury, property damage, cleanup costs,

and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

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

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

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

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

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

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

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

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

G. Contractors and Subcontractors. The Franchisee shall cause each and every contractor and subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except that the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by contractors and subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every contractor's and subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.

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

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

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

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

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, Franchisee or its affiliated parent entity shall comply with the following: (1) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15

Franchisee proposes to self-insure; (2) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (3) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (4) Franchisee assumes all defense and indemnity obligations as outlined in Section 14.

Section 16. Financial Security

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

Section 17. Successors and Assignees

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

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

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

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

Section 18. Dispute Resolution

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

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

Section 19. Enforcement and Remedies

A. If the Franchisee willfully violates or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence or fails to comply with any notice given to Franchisee under the provisions of this Franchise, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) calendar days of notification. If the City determines the breach cannot be cured within thirty (30) calendar days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured. The parties agree that the actual damages to the City from Franchisee failing to cure are not easily calculated and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's

actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

C. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, Franchisee agrees to be responsible for any damages the City suffers as a result of Franchisee's failure (including, but not limited to: City staff time, material and equipment costs; compensation or indemnification of third parties; and the cost of removal or abandonment of facilities). Franchisee also specifically agrees that its failure to comply with the terms of this Section 19 will constitute damage to the City in the monetary amount set forth in subsection A of this Section.

Section 20. Compliance with Laws and Regulations

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

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

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

Section 21. License, Tax and Other Charges

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

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

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

Section 22. Consequential Damages Limitation

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

Section 23. Severability

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

Section 24. Titles

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

Section 25. Implementation

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

Section 26. Effective Date

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason, Whalen, City Attorney

Published: _____

EXHIBIT "A"

Franchise Area

AREA A {KING COUNTY FRANCHISE 13083 AREA IN AUBURN INCLUDING 124TH AVENUE S NORTH OF BRIDGES}

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE WEST LINE OF THE GREEN RIVER;

ALSO, THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE WEST LINE OF THE GREEN RIVER; EXCEPT THAT PORTION WITHIN THE CITY OF KENT ACCORDING TO CITY OF KENT ORDINANCE NUMBER 3171 RECORDED UNDER KING COUNTY RECORDING NUMBER 9407281510;

ALSO, THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO, THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION WITHIN THE CITY OF KENT LIMITS ACCORDING TO CITY OF KENT ORDINANCE NUMBER 3171 RECORDED UNDER KING COUNTY RECORDING NUMBER 9407281510;

ALSO, THE WEST 30 FEET OF THE SOUTH 700 FEET OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

AREA B {BRIDGES AND ADJACENT 124TH AVENUE S RIGHT OF WAY AND SE 288TH STREET}

ALSO, BRIDGES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 001 THROUGH 038, RECORDS OF KING COUNTY, WASHINGTON;

ALSO, GOVERNMENT LOT 3, SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO, THE NORTH 26 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

ALSO, ALL OF 124TH AVE SE RIGHT OF WAY LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE 68 FOOT WIDE RIGHT OF WAY OF SE 292ND St LYING WITHIN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, EXCEPT GOVERNMENT LOT 3;

AREA C {S 277TH STREET CORRIDOR}

ALSO, ALL OF SOUTH 277TH STREET RIGHT OF WAY BOUNDED ON THE WEST BY THE WEST MARGIN OF CITY OF AUBURN CITY LIMITS AS DESCRIBED IN CITY OF AUBURN ORDINANCE NUMBER 3420. AND BOUNDED ON THE EAST BY THE EAST MARGIN OF THE CITY OF AUBURN CITY LIMITS ACCORDING TO CITY OF AUBURN RESOLUTION NUMBER 5101 AS DESCRIBED IN KING COUNTY RECORDING NUMBER 20150623000988, LYING WITHIN THE NORTH HALF OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., AND THE NORTH HALF OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXHIBIT "B"

STATEMENT OF ACCEPTANCE

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

Franchisee Name _____

Address _____

City, State, Zip _____

By: _____

Date: _____

Name:

Title:

STATE OF _____)

)ss.

COUNTY OF _____)

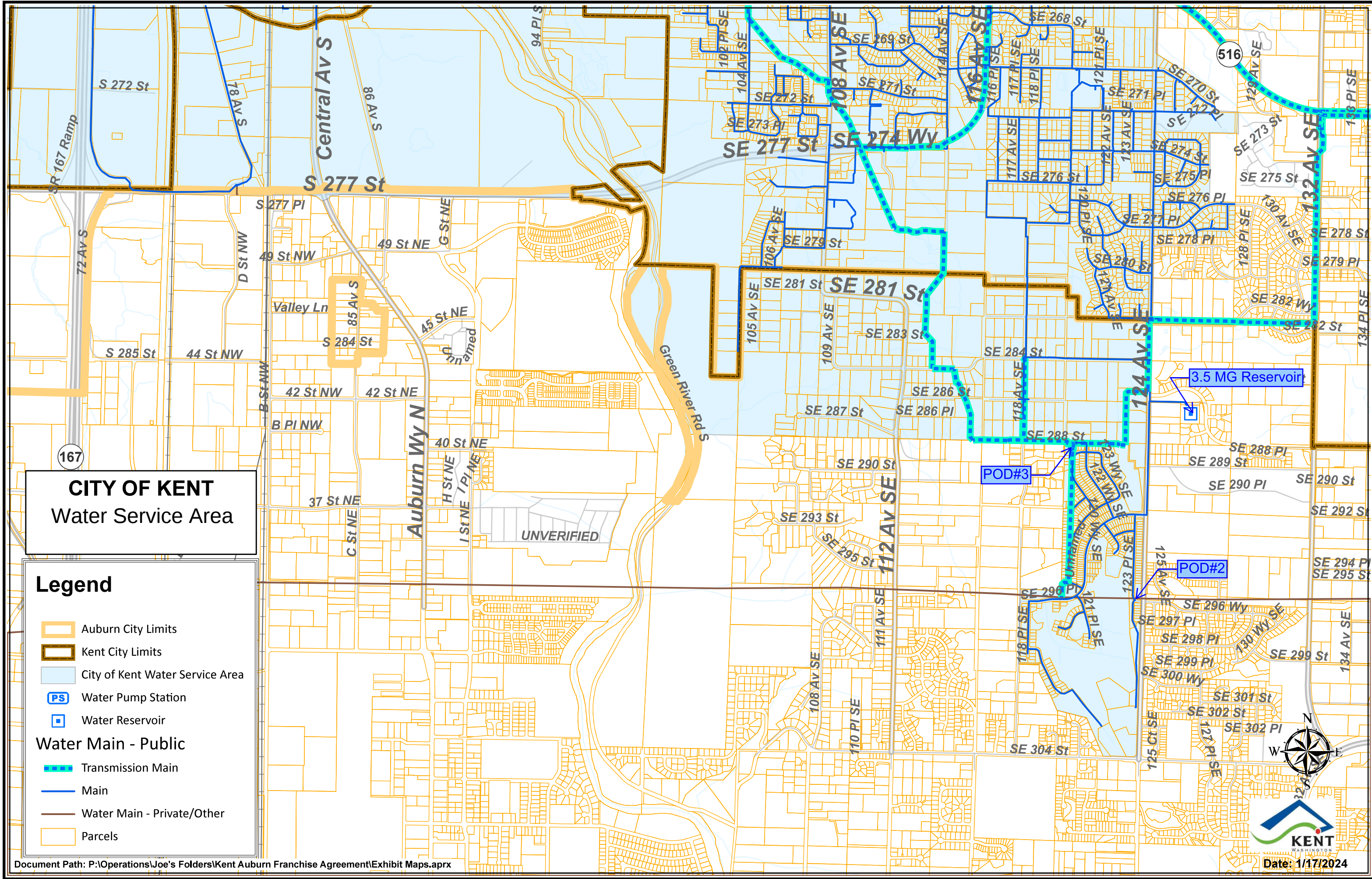
On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary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

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

Signature

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

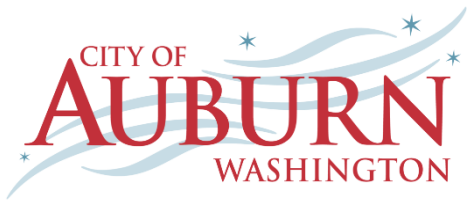
MY COMMISSION EXPIRES: _____



CITY OF KENT
Water Service Area

Legend

- Auburn City Limits
- Kent City Limits
- City of Kent Water Service Area
- Water Pump Station
- Water Reservoir
- Water Main - Public
 - Transmission Main
 - Main
 - Water Main - Private/Other
- Parcels



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6965 (Whalen) (5 Minutes)

An Ordinance relating to the burden of proof in Dangerous Dog Appeals, and amending section 2.46.120 of the Auburn City Code

Meeting Date:

January 13, 2025

Department:

Legal

Attachments:

Ordinance No. 6965, Ordinance
No. 6965 Exhibit

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background for Motion:**Background Summary:**

Auburn City Code permits the City to deem dogs “dangerous” or “potentially dangerous” if the dog’s actions meet the requirements of those designations. The designation then results in increased requirements for owners, including insurance coverage requirements and restraint requirements. When the City deems a dog dangerous or potentially dangerous, the owner may appeal the designation and seek review by a Hearing Examiner. In Dangerous Dog Designation Appeals, owners are afforded constitutional due process protections. Due process requires that the burden of proof in Dangerous Dog Appeals to fall on the City. Current Code does not specify a burden of proof for these types of matters and the default places the burden of proof on the appellant, in this case the dog’s owner.

This Code revision is necessary to accurately identify and prescribe the burden of proof in an appeal of a dangerous dog determination, protect the dog owners’ constitutional due process rights, and comply with *Mansour v. King County*, 131 Wn. App. 255, 128 P.2d 1241 (2006).

Councilmember: Cheryl Rakes

Staff: Jason Whalen

ORDINANCE NO. 6965

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, RELATING TO THE BURDEN OF
PROOF IN DANGEROUS DOG APPEALS, AND AMENDING
SECTION 2.46.120 OF THE AUBURN CITY CODE

WHEREAS, the City of Auburn provides a mechanism for individuals whose dog has been deemed dangerous or potentially dangerous pursuant to City Code to appeal that designation to a hearing examiner,

WHEREAS, the City Code prescribes the burden of proof in appeals before the hearing examiner,

WHEREAS, *Mansour v. King County*, 131 Wn. App. 255, 128 P.2d 1241 (2006), requires the burden of proof to be on the City in a dangerous dog appeal to prove the dog meets the definition of a dangerous or potentially dangerous dog,

WHEREAS, the code revision is necessary to accurately identify and prescribe the burden of proof in an appeal of a dangerous dog determination,

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

Section 1. Amendment to City Code. ACC 2.46.120 of the Auburn City Code is amended to read as shown in Exhibit A.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person

or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

2.46.120 Burden of proof.

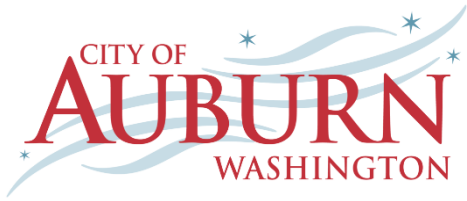
Unless otherwise provided for in the Auburn City Code, the burden of proof before the hearing examiner shall be as follows:

A. *Appeal Hearings.* The applicant/appellant shall have the burden of proof, by a preponderance of the evidence, as to material factual issues except where applicable city code provisions or state law provides otherwise.

B. *Land Use Application Hearings.* For an application to be approved, a preponderance of the evidence presented at the hearing must support the conclusion that the application meets the legal decision criteria that apply.

C. *Dangerous Dog Appeals.* For appeals of a potentially dangerous dog and/or dangerous dog determination, the city shall have the burden of proving, by a preponderance of the evidence, that the animal at issue meets the City Code's definition of a potentially dangerous dog or dangerous dog.

D. *Code Enforcement Hearings.* The city shall have the burden of proving, by a preponderance of the evidence, that a code violation has occurred and that the proposed corrective action is reasonable.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6966 (Whalen) (5 Minutes)
An Ordinance relating to bases for eviction from rental housing, and
repealing section 5.23.070 of the Auburn City Code

Meeting Date:

January 13, 2025

Department:

Legal

Attachments:

Ordinance No. 6966, Ordinance
No. 6966 Exhibit

Budget Impact:**Administrative Recommendation:**

For discussion only.

Background for Motion:**Background Summary:**

Auburn City Code (ACC) 5.23.070 was implemented in 2020 and outlined the bases which constituted “just cause” for eviction within the City of Auburn. Landlord-tenant relations, responsibilities, and rights are an area of increased state regulation. The Residential Landlord-Tenant Act, Chapter 59.18 RCW, provides for the bases of eviction in residential tenancies throughout the state and prescribes the rights, responsibilities, and procedures for parties to an eviction.

ACC 5.23.070 contains departures from state law, which were examined in *Valley Cities Counseling and Consultation v. Eddines* 31 Wn. App. 2d 863, 553 P.3d 693 (Div. 1. 2024). The Eddines Court found ACC 5.23.070 conflicted with state law and state law preempts at least one of the bases for eviction outlined in ACC 5.23.070. The Court found that the City is unable to modify or exclude the bases outlined in state law, and would further be unable to modify the procedural provisions or requirements of the Residential Landlord Tenant Act contained in Chapter 59.18 RCW.

The proposed repeal of ACC 5.23.070 was reviewed by the Legal Department and Community Development. It achieves legal compliance with the Eddines ruling, compliance with State law, and the bases for eviction and procedures outlined in the Residential Landlord-Tenant Act remain valid law applicable to residential tenancies in the City of Auburn.

Councilmember: Yolanda Trout-Manuel

Staff: Jason Whalen

ORDINANCE NO. 6966

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO BASES FOR EVICTION FROM RENTAL HOUSING, AND REPEALING SECTION 5.23.070 OF THE AUBURN CITY CODE

WHEREAS, the City of Auburn implemented through ACC 5.23.070 restrictions on eviction in the City to an enumerated list of circumstances constituting just cause for eviction,

WHEREAS, said provision of City Code having been reviewed in *Valley Cities Counseling and Consultation v. Eddines*, 31 Wn. App. 2d 863, 553 P.3d 693 (Div. 1. 2024), and said court decision having found Chapter 59.18 RCW in conflict with ACC 5.23.070.A,

WHEREAS, a code repeal is necessary to accurately reflect the law applicable in the City of Auburn and correct any conflicts with Chapter 59.18 RCW,

WHEREAS, with the code repeal, the bases for eviction contained in Chapter 59.18 RCW will remain applicable to the City of Auburn,

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

Section 1. Amendment to City Code. ACC 5.23.070 of the Auburn City Code is repealed, and shall be modified as shown in Exhibit A.

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

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision,

section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

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

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Jason Whalen, City Attorney

Published: _____

5.23.070 Just cause eviction.

~~A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW [59.18.290](#)), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW [59.18.380](#)). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter [5.22](#) ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter [5.22](#) ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:~~

- ~~1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW [59.12.030\(3\)](#); a 10-day notice to comply or vacate pursuant to RCW [59.12.030\(4\)](#); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter [7.43](#) RCW), or maintenance of an unlawful business or conduct pursuant to RCW [59.12.030\(5\)](#);~~
- ~~2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;~~
- ~~3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW [59.18.130](#);~~
- ~~4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;~~
- ~~5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is~~

~~a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;~~

~~6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:~~

~~a. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or~~

~~b. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;~~

~~7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;~~

~~8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;~~

~~9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;~~

~~10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title [18](#) after receipt of a notice of violation;~~

~~11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles [15](#) and [18](#), and:~~

~~a. —~~

~~i. The number of such individuals was more than is lawful under the current version of ACC Title [15](#) or [18](#), and~~

~~ii. That number has not increased with the knowledge or consent of the owner, and~~

~~iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and~~

~~b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and~~

~~c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and~~

~~d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;~~

~~12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title [15](#) and the emergency conditions identified in the order have not been corrected;~~

~~13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title [19](#);~~

~~14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:~~

~~a. Engages in drug-related activity that would constitute a violation of Chapter [69.41](#), [69.50](#), or [69.52](#) RCW; or~~

~~b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.~~

~~B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.~~

~~C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.~~

~~D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection [\(A\)\(5\)](#), [\(A\)\(6\)](#) or [\(A\)\(13\)](#) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.~~

~~E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.~~

~~F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection [\(A\)\(5\)](#), [\(A\)\(6\)](#), [\(A\)\(8\)](#), [\(A\)\(11\)](#), [\(A\)\(12\)](#) or [\(A\)\(13\)](#) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.~~

~~G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection [\(A\)\(5\)](#), [\(A\)\(6\)](#) or [\(A\)\(8\)](#) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.~~

Repealed by Ord. 6966.
