



AGENDA

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SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, September 25, 2017
5:45 p.m.

Conference Room 222 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Shoreline/Lake Forest Park Arts Council
Shoreline Historical Museum
Shoreline Senior Center

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, September 25, 2017
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Approving Minutes of Regular Meeting of August 7, 2017	<u>7a-1</u>	
(b) Approving Expenses and Payroll as of September 8, 2017 in the Amount of \$931,188.72	<u>7b-1</u>	
(c) Adopting Ordinance No. 782 – FCC Rule Amendments for Eligible Wireless Facilities	<u>7c-1</u>	
(d) Authorizing the City Manager to Enter into a Contract with Reid Middleton, Inc., in the Amount of \$413,732 for Westminster Way N and N 155 th Street Intersection Improvements	<u>7d-1</u>	
(e) Authorizing the City Manager to Execute an Interlocal Agreement with Seattle Public Utilities for Providing Utility Casting	<u>7e-1</u>	

Adjustment on the Meridian Avenue N, 190th to 205th Overlay Project

- (f) Adopting Resolution No. 418 - Join Puget Sound Regional Climate Preparedness Collaborative 7f-1
- (g) Authorize the City Manager to Execute Additional Contracts with Integris LLC in an Amount up to \$85,000 for Citywide Process Improvement Consulting and Training including Support Related to the Financial/Human Resource Software System Implementation 7g-1

8. STUDY ITEMS

- (a) Discussing Ordinance No. 798 – Authorizing a One Year Right-of-Way Franchise with Puget Sound Energy 8a-1 7:20
- (b) Discussing Requirements to Provide Voter Registration Materials to Tenants – Sponsored by Deputy Mayor Winstead and Councilmember McGlashan 8b-1 7:30

9. ADJOURNMENT

8:00

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.

CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF REGULAR MEETING

Monday, August 7, 2017
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Roberts, Deputy Mayor Winstead, Councilmembers McGlashan, Scully, Hall, McConnell, and Salomon

ABSENT: None

1. CALL TO ORDER

At 7:00 p.m., the meeting was called to order by Mayor Roberts who presided.

2. FLAG SALUTE/ROLL CALL

Mayor Roberts led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present.

(a) Proclamation of Celebrate Shoreline

Mayor Roberts read a proclamation declaring August 10 - 26, 2017 as Celebrate Shoreline, and presented the proclamation to the citizens of Shoreline commemorating the City's incorporation in 1995. The City Council accepted the proclamation on behalf of Shoreline residents.

3. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events.

Jill Marilley, American Public Works Association President, presented the City Council with an Accreditation Plaque for the Public Works Department. She said the Accreditation demonstrates excellence, adherence to best practices, cost efficiencies, and good risk management practices. She noted that Shoreline was in full compliance, and is the 108th city across the nation and the 8th city in Washington State to achieve the Accreditation.

Mayor Roberts applauded the Public Works Department on the Accreditation and thanked all City Staff involved in making it happen.

4. COUNCIL REPORTS

Councilmember McGlashan reported that he and Councilmember McConnell attended the SeaShore Transportation Forum Meeting, and shared that the Washington State Transportation Commission presented on the Road Usage Charge Assessment Program. He said they are looking for participants to join the pilot program.

5. PUBLIC COMMENT

Janet Way, Shoreline Preservation Society, shared she recently found out about plans for a new utility yard at Hamlin Park that requires the elimination of four acres of urban forest. She said it is a bad idea. She anticipates the Station Subarea rezone is going to negatively impact the Ridgecrest Neighborhood, and said now the removal of trees is too much. She requested that an environmental impact study and public process be conducted.

Lance Young, Interurban Trail Tree Preservation Society, talked about street tree management, and said preserving trees and planting new ones are the best ways to remove carbon from the air. He provided examples of how trees can be used to nurture a clean and safe environment, and made recommendations to the City's tree code.

Pam Cross, Shoreline resident, asked why trees located on Shoreline School District property are dead or dying, and why the District is not being held to the landscaping agreement. She submitted photographs of the trees and her comments for the record.

Bill Franklin, Shoreline resident, commented that Darnell Park is a small pocket park that needs attention and said it may have been forgotten. He noted its proximity to the methadone clinic on Aurora and said individuals from the clinic use the park. He stressed the importance of maintaining and keeping the park safe.

Ellen Sullivan, North City Business District, announced the 11th Annual North City Jazz Walk will take place on August 15, 2017, and extended an invitation to the Councilmembers to attend.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Deputy Mayor Winstead and seconded by Councilmember McConnell and unanimously carried, 7-0, the following Consent Calendar items were approved:

(a) Approving Minutes of Regular Meeting of June 19, 2017

8. ACTION ITEMS

(a) Public Hearing and Discussing Ordinance No. 787 Amending the City's Commute Trip Reduction Plan

Kendra Dedinsky, Traffic Engineer, explained State law requires local governments experiencing the greatest automobile related air pollution and traffic congestion to develop a Commute Trip Reduction (CTR) Plan and update it at least once every four years. She reviewed the CTR Efficiency Act's major goals are to improve transportation system efficiency, conserve energy, and improve air quality. She said City staff worked with King County on the 2015-2019 CTR Implementation Plan Update and it includes extending the Plan until 2019, and updating its goals to include the following: Greenhouse Gas emissions of 16.8 pounds of CO2 per employee per day; Non Drive Alone Trips of 40%; and Vehicle Miles Traveled at 8.5. She said the Bicycle System Implementation Plan, the 145th Street Multimodal Corridor Study, and collaborating on the development and implementation of Sound Transit's, King County Metro's, and Community Transit's Long Range Plans all support the CTR. She said the Ordinance is scheduled for adoption on September 11, 2017.

Mayor Roberts opened the Public Hearing, and seeing there was not anyone wanting to comment he closed the Hearing.

Councilmember Hall reminded the Council of the City's Climate Action Plan adopted to reduce carbon dioxide emissions. He said he is fine with the Plan as presented but would like for it to be more aggressive with each update.

9. STUDY ITEMS

(a) Discussing the 2017 Surface Water Master Plan

Uki Dele, Surface Water Manager, introduced Nathan Foged, Brown and Caldwell Consultant, and John Ghiladucci, FCS Group Utility Rate and Fee Consultant. She recalled the Council discussed components of the Draft Surface Water Master Plan on July 17, 2017, and reviewed the goals for this evening's presentation.

Mr. Foged reviewed the project timeline; minimum, proactive, and optimum management strategy approaches; and projects and program breakdowns by category and timing needs. Mr. Ghiladucci reviewed the revenue analysis components that determine the amount of revenue needed to fund the selected management strategy. He said it includes consideration of operating costs, capital costs, and financial policies and targets. He reviewed key assumptions built into fees, and displayed a table showing 2017 to 2023 study rates for each management strategy and how Shoreline rates would compare to other jurisdictions.

Ms. Dele stated that staff is recommending the proactive management strategy for the next six years. She said it addresses the highest priority projects captured in Level of Service 1. She then reviewed the next steps in the process.

Councilmember McGlashan said he agrees with staff's recommendation, and although he would like to get to the optimum management strategy approach, the proactive approach includes a lot of good projects without a huge increase to ratepayers.

Councilmember Hall expressed concern about the size of the rate increase. He said it is pushing the rate above the median rate in the region.

Mayor Roberts asked about the commercial rate increase. Mr. Foged responded the rate will increase proportionally with the single family residential rates.

Councilmember Scully said he is not concerned about the higher rates because there is a lot of catching up required from the mess the City inherited from the County. He said he is inclined to support the proactive management strategy.

Mayor Roberts said he is supportive of the proactive management strategy and once the major projects are addressed, the rate can be reviewed again, and adjusted accordingly if needed.

Ms. Dele said Council's feedback will be used to develop the final rates which will be incorporated into the budget process, and the adoption of the Master Plan prior to end of the year.

(b) Discussing the Shoreline Municipal Code as it Relates to Right-of-Way Tree Policies and Regulations

Eric Friedli, Parks, Recreation, and Cultural Services (PRCS) Director, explained the PRCS Director manages City-owned trees and they are governed by Shoreline Municipal Code 12.30 Public Tree Management and 12.30.040 Right-of-way Street Trees. He said in 2016 a staff member was dedicated to the tree maintenance program and funding was increased to support general tree and natural area maintenance. He stated that staff also responds to requests for trees that are blocking signs and intersections, and that some street tree maintenance is contracted for approximately \$30,000 annually. He said the Division spends \$70,000 annually on the removal of hazardous trees, and approximately 35 trees are removed a year. He displayed a chart showing the workflow for tree maintenance. He shared that the impact on city infrastructure and damage to sidewalks are the biggest challenges with right-of-way trees, and said the focus now is on planting the right tree in the right location. He displayed pictures of sidewalk adjustments made to preserve trees. He then reviewed the tree management mechanism for property owners, talked about opportunities to plant more trees in the right-of-way, and presented the right-of-way tree list approved by the PRCS/Tree Board.

Councilmember Salomon expressed concern about taking down existing trees and talked about the effects of the tree removal on 155th Street and Meridian. He said it is not just the number of trees being removed that is important, but also the quality of the trees, the environmental impact, and the aesthetics. He said people in Shoreline love great big trees and he is concerned about the direction the City has chosen in this regard and hopes Council shares his concern. He said he understands there is a need to find ways to make sidewalks safe for pedestrians, but the default solution should not be to cut trees down. Mr. Friedli responded that he is not aware of any plans calling for extensive tree removal. He said careful deliberation is made between maintaining the integrity of city infrastructure and tree removal before a tree is removed. He shared that staff understands they need to minimize tree removals.

Deputy Mayor Winstead shared that she lives near Meridian and knows that the removal of trees is an issue. She said there is a battle with keeping infrastructure safe and preserving trees, and that there is a thoughtful process that goes in to it. She stressed safety is key when considering the removal of a tree.

Councilmember Hall agreed with Councilmember Salomon that trees should only be cut if they have to and not because they are not on the approved tree list. He encouraged staff to plant more spindly trees and to look for acceptable native trees to add to the tree list approved by the PRCS/Tree Board. Councilmember Scully agreed and said where possible the trees should be saved. He said he would like to expand the tree list to include native trees and noted that Lake Forest Park's list is a good place to start. He said he wants to revisit the list. Mr. Friedli noted that the Lake Forest Park list is not a street tree list, and said he will take Council's recommendation back to the PRCS/Tree Board to add native trees to the list.

Councilmember McConnell said trees are important to the Community but admitted having the wrong tree in a particular place can be hazardous. She said just because a tree is on the list does not mean it is appropriate to be planted in a particular place. She commended staff for putting the right tree in the right location.

Councilmember Salomon said he understands the need for safety, but he is not sure he buys into the concept of putting the right tree in the right place because it implies by default the wrong tree was planted. He asked about the standards staff are using to determine whether a tree needs to be cut. He shared that he prefers a grinder be used to patch sidewalks, and that everything reasonable be done before deciding to cut a tree. Mr. Friedli explained the evaluation process, and said it is done on a case by case basis.

Mayor Roberts asked what the City's tree replacement process is and how long the special use permit requires a tree to be maintained. Mr. Friedli responded it is generally a one to one replacement process and that trees entered into the City's asset management system are monitored for three years. Mayor Roberts agreed that native trees should be added to the street tree list, and recommended that they be drought tolerant.

(c) Discussing Ordinance No. 794 Amending the 2017 Final Budget, Including General Fund and the 2017 Budgeted Positions and FTE List of the 2017 Final Budget

Rachael Markle, Planning & Community Development Director; Tricia Juhnke, City Engineer; John Norris, Assistant City Manager; and Rick Kirkwood, Budget Supervisor, provided the staff report. Ms. Markle explained that staff is requesting four new positions, an Administrative Assistant II; Senior Planner; Plans Examiner, and Development Review Engineer. She said the positions would be fully supported by permit revenue and are needed to meet increased 2017 Development demands for the Sound Transit Lynnwood Link Project, Shoreline School District Projects, the North City Post Office Site Redevelopment, Shoreline Community College Dormitory, and to maintain current workloads. She reviewed the anticipated permit revenue and projects that will support the positions.

Councilmember Salomon suggested using the financial sustainability tool to determine if budget changes will increase the City's future deficit, to confirm taxpayer dollars will not be used to fund these positions, and that the 10 Year Financial Sustainability Forecast Model will not be negatively impacted. He asked if anticipated permit revenue can fund permanent positions. Mr. Kirkwood responded that the anticipated fee revenue will cover the cost of the positions and the additional permit review component. Ms. Markle responded that permit revenue is anticipated through 2021, but has not been forecasted for six years. Mr. Kirkwood said staff anticipates economic activity to continue in Shoreline and that staffing levels are reviewed each year. Councilmember Salomon requested that staff notify Council when permit revenue no longer support staffing levels.

Councilmember Hall clarified that there are term limited positions and full-time employee positions, but there is no such thing as a permanent position. He pointed out that Council authorizes every FTE annually during the budget process and has the authority to reduce that at any time. He recalled the recession of 2008 and encouraged staff to monitor and get ahead of development cycles so staffing decisions can be addressed sooner next time. He pointed out the importance of maintaining permit timelines.

Councilmember Scully agreed that the positions should be added and said the City should always maintain lean and efficient levels of staffing to support the workload. He asked if the School District is paying above the double permit fee to get an eight week turnaround. Ms. Markle responded that the cost of an eight week turnaround will be negotiated. Councilmember Scully said he supports the eight week permit turnaround if the School District pays for it.

Councilmember McConnell said the School District's project is a win-win. She said they are a huge entity in the Community and deserving of additional consideration, and noted that they have a demanding timeline. She said staff reacted the best they could during the economic downturn.

Councilmember McGlashan asked how long it takes to process a new construction permit, and requested data on remodeling permits. He said he is supportive of staff's recommendation and if the School District expects a special expedited process they should expect to pay for it.

Mayor Roberts said staff's proposal is reasonable to improve the permit processing. He asked for clarification on the term "expedited" and whether it includes a time guarantee. Ms. Markle responded that expedited means the permit is moved to the front of the line without pushing other projects out of the way, and there is no time guarantee. Mayor Roberts said the permit process should not guarantee completion in a certain time frame. Councilmember McGlashan said it sounds like the School District is asking for a time guarantee. Ms. Markle concurred, and said if there is not adequate resources they will have to deny a time guarantee and that the agreement will speak to the time issue.

Mayor Robert asked if there is an addition to the expedited request would it come before the Council. Ms. Markle replied affirmatively, and Ms. Tarry added that the additional request would come back as an Interlocal Agreement.

Mr. Norris requested approval to start the job position recruitment process.

10. ADJOURNMENT

At 8:55 p.m., Mayor Roberts declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

DRAFT

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as of September 8, 2017
DEPARTMENT: Administrative Services
PRESENTED BY: Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expenses, material, purchases-advancements."

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$931,188.72 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
8/13/17-8/26/17	9/1/2017	73921-74174	15185-15217	67956-67961	\$596,778.28
					<u>\$596,778.28</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
8/28/2017	1124	\$7,977.08
		<u>\$7,977.08</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
8/31/2017	67878	67887	\$1,248.00
8/31/2017	67888	67900	\$122,828.12
8/31/2017	67901	67933	\$76,744.92
9/1/2017	67934	67955	\$125,612.32
			<u>\$326,433.36</u>

Approved By: City Manager DT

City Attorney JA-T

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 782 – FCC Rules for Eligible Facilities Modifications of Wireless Telecommunication Facilities
DEPARTMENT:	City Attorney’s Office
PRESENTED BY:	Julie Ainsworth-Taylor, Assistant City Attorney
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 2012, the United States Congress passed the "Middle Class Tax Relief and Jobs Creation Act" ("Spectrum Act"), which contains provisions that expedite the availability of spectrum for commercial mobile broadband. Section 6409(a) of the Spectrum Act imposes substantive and procedural limitations upon local government authority to regulate modifications of existing wireless antenna support structures and base stations. The FCC subsequently issued implementing regulations in 2015, codified at 47 CFR §1.40001, which became effective in April 2015.

The City's development regulations related to wireless facilities must be amended to bring them into compliance with the mandate imposed by Congress in Section 6409(a) of the Spectrum Act and the FCC regulations contained in 47 CFR §1.40001. Proposed Ordinance No. 782 (Attachment A) would provide for these development regulation amendments (Attachment A, Exhibit A). The City Council discussed proposed Ordinance No. 782 on September 11, 2017 and directed staff to bring the proposed ordinance back to Council for adoption.

RESOURCE/FINANCIAL IMPACT:

This amendment would have no financial impact on the City.

RECOMMENDATION

Staff recommends the City Council adopt proposed Ordinance No. 782.

Approved By: City Manager **DT** City Attorney **JA-T**

BACKGROUND

In 2012, the United States Congress passed the "Middle Class Tax Relief and Jobs Creation Act" ("Spectrum Act"), which contains provisions that expedite the availability of spectrum for commercial mobile broadband. Section 6409(a) of the Spectrum Act imposes substantive and procedural limitations upon local government authority to regulate modifications of existing wireless antenna support structures and base stations. The FCC subsequently issued implementing regulations in 2015, codified at 47 CFR §1.40001, which became effective in April 2015.

The City's development regulations related to wireless facilities must be amended to bring them into compliance with the mandate imposed by Congress in Section 6409(a) of the Spectrum Act and the FCC regulations contained in 47 CFR §1.40001.

DISCUSSION

Pursuant to SMC 20.30.070, amendments to SMC Title 20, the City's Unified Development Code, are legislative decisions for which the Planning Commission is the reviewing authority and tasked with conducting a public hearing so as to develop a recommendation for submittal to the City Council. The Planning Commission held a public hearing on the proposed amendments on August 3, 2017. The Planning Commission recommended approval of the proposed amendments as shown on Exhibit A to Attachment A.

On September 11, 2017, staff presented Proposed Ordinance No. 782 to the City Council for discussion. Council raised no concerns during this discussion. A copy of the Staff Report for this discussion can be found at the following link:
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport091117-8d.pdf>

In regards to the Spectrum Act, the FCC was tasked with developing implementing regulations which became effective in April 2015 and are codified at 47 CFR Subpart CC §1.40001. These rules address "Eligible Facilities Modifications" and provide clarification to terms and phrases used in the Spectrum Act, such as "wireless tower," "base station," "modification," and "substantial change." The new rules define "substantial change" in relationship to changes in the physical dimension of the tower or base station and the rules provide for specific criteria for such things as height and width modifications. The new rule establish timeframes for issuing decisions as well as what conditions can be required by the City.

To address the FCC rules, the proposed amendment to SMC Chapter 20.40 will create a new section, SMC 20.40.605, expressly addressing Eligible Facilities Modifications under the Spectrum Act and the FCC implementing rules. The new SMC provisions set forth the definitions established by the FCC, establish a review process that conforms to the "shot clock," ensures application building and safety regulations continue to apply, and sets forth an appeal process for any decision of the City in regard to Eligible Facilities Modification applications.

In addition, two sections SMC 20.40.600, the current Wireless Telecommunication Facilities regulations, are amended to provide clarifications as to the applicable review process for Eligible Facilities Modifications. A new provision is added to SMC 20.40.600(A) Exemptions, denoting that Eligible Facilities Modifications are exempt from review under SMC 20.40.600 and SMC 20.40.600(H) Modification is also amended to denote Eligible Facilities Modifications are not reviewed under SMC 20.50.600.

The City's current wireless facilities regulations do not contain provisions reflecting the Spectrum Act and its implementing rules. The City's development regulations related to wireless facilities must be amended to bring them into compliance with the mandate imposed by Congress in Section 6409(a) of the Spectrum Act and the FCC implementing regulations.

As provided in SMC 20.30.350, amendments to SMC Title 20 may only be approved if:

1. The amendment is in accordance with the Comprehensive Plan;
2. The amendment will not adversely affect the public health, safety, or general welfare; and
3. The amendment is not contrary to the best interest of the citizens and property owners of the City of Shoreline.

As noted above, the amendment to SMC Title 20 is mandated by the Federal Government's passage of the Spectrum Act and the FCC implementing rules. However, the City's Comprehensive Plan (Utilities Element) does contain three policies related to wireless communication facilities, U-19, U-20, and U-21, which do speak to facilitating access to reliable services throughout the City and managing the placement of these facilities so as to promote efficient service delivery.

In addition, since the FCC rules permit the City to condition Eligible Facilities Modifications on compliance with building, structural, and similar safety regulations, these amendments should not have an adverse effect on the public health, safety, or welfare. Lastly, the intent of the Spectrum Act is to satisfy the growing need for wireless communications and, therefore, this amendment is in the best interests of the citizens of Shoreline. Thus, the proposed amendments satisfy the criteria of SMC 20.30.350.

RESOURCE/FINANCIAL IMPACT

This amendment would have no financial impact on the City.

RECOMMENDATION

Staff recommends City Council adopt proposed Ordinance No. 782.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 782

Attachment A, Exhibit A: Proposed Amendment to SMC Chapter 20.40

ORDINANCE NO. 782

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON ADOPTING AMENDMENTS TO SHORELINE MUNICIPAL CODE CHAPTER 20.40 FOR COMPLIANCE WITH THE SPECTRUM ACT AND FCC IMPLEMENTING RULES RELATED TO ELIGIBLE FACILITIES MODIFICATIONS.

WHEREAS, in 2012, the United States Congress passed the Middle Class Tax Relief and Jobs Creation Act (“Spectrum Act”) setting forth provisions to expedite the availability of spectrum for commercial mobile broadband; and

WHEREAS, Section 6409(a) of the Spectrum Act imposed substantive and procedural limitations on local government authority to regulate modifications to existing wireless antenna support structures and base stations; and

WHEREAS, to implement the Spectrum Act, the Federal Communications Commission (FCC) adopted rules, codified at 47 CFR §1.40001, which became effective in April 2015; and

WHEREAS, the FCC rules set forth the procedures for the review of applications for Eligible Facilities Modification; and

WHEREAS, the City’s development regulations pertaining to wireless telecommunication facilities are set forth in Shoreline Municipal Code (SMC) 20.40.600 and do not address eligible facilities modifications; and

WHEREAS, a new section of the SMC will be added to SMC Chapter 20.40 to achieve compliance with the Spectrum Act and the FCC’s implementing rules; and

WHEREAS, on July 6, 2017, the City of Shoreline Planning Commission held a study session and, on August 3, 2017, held a properly noticed public hearing on the proposed amendment so as to received public testimony; and

WHEREAS, at the conclusion of the public hearing the City of Shoreline Planning Commission voted to recommend approval of the proposed amendments as presented by staff; and

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and considered the proposed amendments at its regularly scheduled meetings on September 11, 2017 and September 26, 2017; and

WHEREAS, the City Council has determined that the proposed amendments are consistent with the Growth Management Act and in accordance with the Comprehensive Plan, and meets the criteria set forth in SMC 20.30.350; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent to adopt the proposed amendments to SMC Chapter 20.40, and

WHEREAS, the environmental impacts of the proposed amendments resulted in the issuance of a Determination of Non-Significance (DNS) on July 18, 2017; and

WHEREAS, the City provided public notice of the amendments and the public meetings and hearing as provided in SMC 20.30.070 and have provided adequate opportunities for public review and comment;

THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amendment to Chapter 20.40 Zoning and Use Provisions. A new section, Section 20.40.605 *Wireless Telecommunication Facilities – Eligible Facilities Modification*, is added to Chapter 20.40 as set forth in Exhibit A to this Ordinance.

Section 2. Amendment to Section 20.40.600. SMC 20.40.600 *Wireless telecommunication facilities/satellite dish and antennas* is amended as set forth in Exhibit A to this Ordinance.

Section 3. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 4. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 5. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON SEPTEMBER 25, 2017

Mayor Christopher Roberts

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: , 2017

Effective Date: , 2017

EXHIBIT A to Ordinance 782

Amending SMC 20.40, adding a new section, SMC 20.40.605, for compliance with Spectrum Act and FCC Implementing Rules related to Eligible Facilities Modifications, and providing minor associated amendments to SMC 20.40.600(A) and .600(H) for clarification as to the applicable review process for these modifications.

SMC 20.40.600 Wireless telecommunication facilities/satellite dish and antennas.

- A. Exemptions.** The following are exemptions from the provisions of this chapter and shall be permitted in all zones.
1. Industrial processing equipment and scientific or medical equipment using frequencies regulated by the Federal Communications Commission (FCC).
 2. Machines and equipment that are designed and marketed as consumer products, such as microwave ovens and remote control toys.
 3. The storage, shipment or display for sale of antenna(s) and related equipment.
 4. Radar systems for military and civilian communication and navigation.
 5. Handheld, mobile, marine and portable radio transmitters and/or receivers.
 6. Wireless radio utilized for temporary emergency communications in the event of a disaster.
 7. Licensed amateur (ham) radio stations and citizen band stations.
 8. Earth station antenna(s) one meter or less in diameter and located in any zone.
 9. Earth station antenna(s) two meters or less in diameter and located in the NB, CB, MB or TC-1, 2, or 3 zones.
 10. Satellite dish antennas less than two meters in diameter, including direct to home satellite services, when an accessory use of a property.
 11. Maintenance or repair of a communication facility, antenna and related equipment, transmission structure, or transmission equipment enclosures; provided, that compliance with the standards of this chapter is maintained.
 12. Subject to compliance with all other applicable standards of this chapter, a building permit application need not be filed for emergency repair or maintenance of a facility until 30 days after the completion of such emergency activity.
 13. A modification that has been determined to be an Eligible Facilities Modification pursuant to SMC 20.40.605.

H. Modification. Excluding modifications subject to SMC 20.40.605 and “in-kind” replacements, modifications to existing sites, including the addition of new antennas to existing structures and building-mounted facilities, shall meet all requirements of this section.

1. Additions to existing facilities shall incorporate stealth techniques to limit visual impacts.
2. The antennas shall be counted as close to the pole as possible.
3. The diameter of the existing facility may not be increased by adding larger frames or arms.

SMC 20.40.605 Wireless Telecommunication Facilities – Eligible Facilities Modifications

A. Terms used in this section shall have the following meanings. If a term is not expressly defined in this section than the definitions contained in chapter 20.20 SMC or its usual meaning shall apply. Where the same term is also defined in chapter 20.20 SMC, the definitions below shall control for the application of this chapter.

1. *Base station.* A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower. The term *base station* includes, but is not limited to:
 - a. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
 - b. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
 - c. Any structure other than a tower that, at the time the relevant application is filed with City under this section, supports or houses equipment described in paragraphs (A)(1)(a) and (A)(1)(b) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another government regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
 - d. The term does not include any structure that, at the time the relevant application is filed with the City under this section, does not support or house equipment described in paragraphs (A)(1)(a)-(b) of this section.
2. *Collocation.* The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

3. Eligible facilities modification application. Any request for modification of an existing eligible support structure that does not substantially change the physical dimensions of such tower or base station, involving:
 - a. Collocation of new transmission equipment;
 - b. Removal of transmission equipment; or
 - c. Replacement of transmission equipment.
4. Eligible support structure. Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City under this section.
5. Existing. A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another government regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.
6. FCC. The Federal Communications Commission.
7. Site. For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.
8. Spectrum Act. Title VI of the Middle Class Tax Relief and Job Creation Act of 2012, codified at 47 USC 1455.
9. Substantial change. A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
 - a. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, including towers within the public rights-of-way, it increases the height of the structure by more than ten percent (10%) or more than ten (10) feet, whichever is greater;
 - b. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, including towers within the public rights-of-ways, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;

c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any other ground cabinets associated with the structure;

d. It entails any excavation or deployment outside the current site;

e. It would defeat the concealment elements of the eligible support structure; or

f. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in 20.40.605(A)(9)(a)-(d).

g. For the purpose of this section, changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

10. Transmission equipment. Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

11. Tower. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

B. Review of applications.

1. Documentation requirement for review. As provided for in SMC 20.30.100(C), the Director shall specify submittal requirements for a complete eligible facilities

modification application. The applicant shall provide the required documentation, along with the applicable application fee, so as to ensure that the City has all information and documentation that is reasonably necessary to determine if the applicant's proposed facilities modification will substantially change the physical dimensions of an eligible support structure. The applicant will not be required to provide documentation of a needs analysis or other justification for the modification.

2. Timeframe for review. Within 60 days of the date of submittal of an eligible facilities modification application filed with the City under this section, less any time period excluded under (B)(3) of this section, the City shall approve the application unless it determines that the application is not covered by this section.
3. Tolling of the timeframe for review. The 60-day period begins to run when an eligible facilities modification application is filed, and may be tolled only by mutual agreement or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.
 - a. To toll the timeframe for incompleteness, the City will provide written notice to the applicant within 30 days of receipt of the eligible facilities modification application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (B)(1) of this section.
 - b. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
 - c. Following a supplemental submission, the City will have ten days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (B)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.
4. Approval of an eligible facilities modification applications does not relieve the applicant of compliance with any other applicable building, structural, electrical, and safety regulations and with other laws codifying objective standards

reasonably related to health and safety, including but not limited to those set forth in chapter SMC 15.05 Construction and Building Codes and SMC 20.40.600.

5. Denial of an eligible facilities modification application. An eligible facilities modification application shall be denied upon a determination by the City that the proposed facilities modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure. The City will notify the applicant in writing of the basis for the denial.
6. Failure to act. In the event the City fails to approve or deny a request seeking approval of an eligible facilities modification application under this section within the timeframe for review (accounting for any tolling), the application shall be deemed granted. The deemed grant does not become effective until the applicant notifies the City in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

C. Appeals

1. Notwithstanding any other provision of Title 20, no administrative appeal is provided for review of a decision to condition, deny, or approve an eligible facilities modification application. Any appeals must be brought pursuant to the Land Use Petition Act, chapter 36.70C RCW. However, the City and the applicant retain all remedies provided for under the Spectrum Act and its implementing rules.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Contract with Reid Middleton, Inc., in the Amount of \$413,732 for Westminster Way N and N 155 th St Intersection Improvements
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City’s 2017 – 2022 Capital Improvement Plan (CIP) includes \$450,000 for designing the Westminster Way N & N 155th Street Intersection Improvements project. Re-designing the intersection is needed to provide a safer, realigned intersection for all users and to guide the design of frontage improvements for development of a mixed-use multi-family development that is proposed for the “Westminster Triangle” parcels lying between Westminster Way, N 155th Street and Aurora Avenue N and for future development within the Community Renewal Area (CRA).

The City’s code requires developers to design and construct frontage improvements to City standards. In this case, however, the City is taking lead in the overall design to provide better integration of the design with future development within the CRA.

The design project will develop construction plans and specifications for the intersection, for Westminster Way N, from Aurora Avenue N to approximately 150 feet north of its intersection with N 155th Street, and a for new one-way access road from Westminster Way to Aurora Avenue N at N 157th Street. At a minimum, a Development Agreement is anticipated for the multi-family development at the Westminster Triangle to fund for the development’s share of the improvements.

RESOURCE/FINANCIAL IMPACT:

The adopted 2017-2022 CIP budget for the Westminster Way N and N 155th Street Intersection Improvements design is \$450,000. This consultant services contract is budgeted for up to \$413,732 of this amount. The cost is budgeted through the General Fund and the Roads Capital Fund.

The 2017-2022 project budget and revenue sources are as follows:

EXPENDITURES

Project Administration:	
Staff and other Direct Expenses	\$36,268
Consultant Contract for Study	\$413,732
Total Project Cost	\$450,000

REVENUE

General Fund Contribution	\$300,000
Roads Capital Fund	\$150,000
<hr/>	
Total Revenue	\$450,000

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute an agreement with Reid Middleton, Inc., for \$413,732 to provide engineering, environmental, and other consultant services for the Westminster Way N and N 155th Street Intersection Improvements.

Approved By: City Manager ***DT*** City Attorney ***JA-T***

BACKGROUND

The City Council designated a 70-acre area in the Aurora Square Neighborhood as the Aurora Square Community Renewal Area (CRA). The CRA renewal plan identifies the need to transform Westminster Way N from N 155th Street to N 160th Street into a more pedestrian-friendly street that provides additional retail and residential frontage.

The lots in the “Westminster Triangle” between Westminster Way N, Aurora Avenue N, and N 155th Street are proposed to be redeveloped into the Alexan mixed use/multi-family residential apartment building. The City of Shoreline Engineering Development Manual (EDM) and the City’s Development Code require a mixed-use project to construct frontage improvements, as defined in the Master Street Plan, up to the center lines of N 155th Street and Westminster Way N. The Master Street Plan indicates that street cross-sections abutting the development are to be determined in conjunction with future redevelopment. Staff’s opinion is that a more integrated design for the intersection and for Westminster Way N will result if the City takes the lead in preparing design and construction documents, rather than requiring the developer to do so.

Staff prepared an initial 10 percent design in late 2016, which identified the City’s desired alignments, the scope of improvements, and potential natural drainage solutions that will be used as the basis for the finished design and construction documents. The proposed design project will produce final construction documents, set guidelines and requirements for the developer’s required frontage improvements, complete the environmental clearance process, and assist in the negotiations of a Development Agreement with the Alexan development.

ALTERNATIVE ANALYSIS

On May 11, 2017, the City issued Request for Qualifications (RFQ) #8787 for the Westminster Way N and N 155th Street Intersection Improvements design. Statements of Qualification (SOQs) were received from four consultant teams:

- DKS Associates,
- KPG, Inc.,
- Otak, Inc., and
- Reid Middleton, Inc.

The selection committee reviewed the consultants’ SOQs and selected Reid Middleton, Inc. as the most qualified for this design.

There are two primary alternatives regarding the award of this contract:

1. Award the contract to the selected consultant (recommended).
2. Do not award the contract.

Awarding the contract allows the project to move forward; conversely, not awarding the contract would stop the project. Given that a developer is ready to start construction in 2018, and will be awaiting City direction for their frontage improvements, the not awarding alternative is not recommended.

The design will commence once the consultant is under contract, currently estimated to occur by October 9, 2017. The design is expected to be completed approximately nine (9) months after starting. The proposed scope of work and budget are provided as Attachment A.

COUNCIL GOALS ADDRESSED

This project supports Council Goal #1 to strengthen Shoreline’s economic base to maintain the public services that the community expects, and supports Council Goal #2 to improve Shoreline’s infrastructure to continue the delivery of highly-valued public service.

RESOURCE/FINANCIAL IMPACT

The adopted 2017-2022 CIP budget for the Westminster Way N and N 155th Street Intersection Improvements design is \$450,000. This consultant services contract is budgeted for up to \$413,732 of this amount. The cost is budgeted through the General Fund and the Roads Capital Fund.

The 2017-2022 project budget and revenue sources are as follows:

EXPENDITURES	
Project Administration:	
Staff and other Direct Expenses	\$36,268
<i>Consultant Contract for Study</i>	<i>\$413,732</i>
<hr/>	
Total Project Cost	\$450,000
REVENUE	
General Fund Contribution	\$300,000
Roads Capital Fund	\$150,000
<hr/>	
Total Revenue	\$450,000

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an agreement with Reid Middleton, Inc., for \$413,732 to provide engineering, environmental, and other consultant services for the Westminster Way N and N 155th Street Intersection Improvements.

ATTACHMENTS

Attachment A: Westminster Way N and N 155th Street Design Consulting Contract
Scope of Work and Budget

EXHIBIT A
Scope of Services
City of Shoreline
Westminster Way N and N 155th Street Design
September 1, 2017

A. PROJECT UNDERSTANDING

The City of Shoreline (City) requires the services of Reid Middleton, Inc. (Consultant) to prepare final plans, specifications, and estimates for the Westminster Way N and N 155th Street improvements project. The project is part of the City's Aurora Square Community Renewal Area (CRA) plan which identifies the need to transform Westminster Way N from N 155th Street to N 160th Street into a more pedestrian friendly street that provides additional retail and residential frontage. Improvements include realignment of the Westminster Way N/N 155th Street intersection and reconstruction of roadways to provide on street parking and wider sidewalks as well as a new access road between Westminster Way and SR 99 at N 157th Street.

The City shall provide support services to the Consultant as described in the following text. The Consultant will cooperate and coordinate with City staff to facilitate the project.

B. DESIGN CRITERIA

Reports prepared as part of this scope of services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents, as of the date this Agreement is signed:

1. WSDOT Publications
 - a. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Construction, 2016 edition.
 - b. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction; 2016 edition.
 - c. WSDOT Design Manual, 2016 edition.
2. AASHTO Publications

A Policy on Geometric Design of Highways and Streets, 2011 edition.
3. City of Shoreline Standards
 - a. Engineering Development Manual. 2012 edition.

- b. Standard Plans.
 - c. Shoreline Municipal Code as adopted April 11, 2017.
4. Other Standards and Publications
- a. FHWA Manual on Uniform Traffic Control Devices (MUTCD); 2009 edition.
 - b. WSDOT Americans with Disabilities Act (ADA) guidance.
 - c. Washington State Department of Ecology (DOE) 2014 Stormwater Management Manual for Western Washington (SWMMWW).

Base map and engineering CAD work will be done in Civil 3D 2016.

C. SCOPE OF SERVICES

The Consultant will perform the following:

1. Project Management

a. Invoices, Budget Review, and Administration

Monthly invoices will be prepared according to a City-approved format.

Progress reports will include discussion of work performed and estimated percentage of work completed. Budget status including supporting documentation for direct expenses will be furnished with each invoice.

The Consultant has based the fee proposal on an eight-month duration to complete PS&E. Monthly project management tasks to be performed beyond the specified duration shall be considered extra work if the project duration is beyond the control of the Consultant.

Deliverables:

- Monthly Invoice and Progress Report, PDF and 1 hard copy.

b. Contract and Amendments

The City shall prepare the contract and amendments as necessary. The Consultant will provide the City with scopes of services and fee proposals as required.

Deliverables:

- Scope of services, PDF.
- Fee proposal, PDF.

c. Project Schedule

The Consultant will prepare a critical path schedule using MS Project to track the progress of the deliverables. The project schedule will be based on the work identified in this scope of services and will identify major and support activities including significant work elements provided by the City. The Consultant will update the project schedule monthly (or as needed) to show progress and change.

Deliverables:

- Monthly Schedule Update, PDF, and MS Project copies.

d. File Management

The Consultant will provide file management which will include set-up, filing, and close out of project files.

e. Subconsultant Management

The Consultant will manage the subconsultants, process their invoices, and disseminate information to the project team.

Subconsultants are:

JA Brennan (Landscape Architecture)
HWA (Geotechnical Investigation)
ESA (Environmental Services)

f. Client Kickoff Meeting

The Consultant will organize and attend a kickoff meeting with the City. Attendees shall include the Consultant's project manager, lead designer, environmental planner, landscape architect, financial strategy advisor and City representatives. The Consultant will prepare meeting minutes. The following items will be discussed:

- (1) Project scope of services.
- (2) Project background.
- (3) Project objectives and constraints.
- (4) Required permits.
- (5) Define responsibility of participants.

- (6) Review material prepared to date.
- (7) Confirm project schedule.
- (8) Confirm design criteria.

Deliverables:

- Meeting minutes, PDF, and Word.

g. Team Kickoff Meeting

The Consultant will host a team kickoff meeting for staff members and subconsultants to discuss schedule, roles and design responsibilities.

h. Project Status Meetings

The Consultant and the City shall hold up to five meetings to discuss project progress and status.

Deliverables:

- Meeting minutes, PDF, and Word.

2. Data Collection

a. Acquire Data from the City

The Consultant will require the following information, including but not limited to:

- (1) Available record drawing plans within project limits.
- (2) Plans for the Westminster Triangle development.
- (3) Design constraints, including areas that are not to be impacted.
- (4) Design vehicle for each movement.
- (5) Available drainage information such as GIS information and drainage reports for areas in the project vicinity.
- (6) Relevant past geotechnical reports and pavement recommendations.
- (7) Traffic Data including:
 - (a) The City's current traffic data and analysis for the project including the N 157th Street/Westminster Way, N 155th

Street/Westminster Way and SR 99/N 155th Street intersections.

(b) Updated traffic volume estimates for the Westminster Triangle development.

(8) City's design standards.

(9) City's drainage standards.

(10) City's drafting standards including Civil 3D requirements.

(11) The City's current bid and contract documents and general conditions (project manual "front end" documents).

(12) City's general special provisions

3. Survey and Base Mapping

The Consultant will provide survey work necessary for preparation of the Construction Documents. An existing survey of a portion of the project site prepared by BRH was supplied to the Consultant by the City. The Consultant will complete the field work and merge the two surveys into a base map for the new roadway design project. The survey will be prepared in US Survey feet units. The Consultant will complete the field topo from the centerline of Westminster Way North to 20 feet +/- beyond the Westerly right of way from Aurora Ave North to 200 feet South of N 155th Street and from the centerline of N. 155th Street to 20 feet +/- beyond the South right of way line between Aurora Ave North and Westminster Way North. The Consultant will merge the two surveys into a base map for the new roadway design project.

a. Survey Control

The Consultant will tie into the existing control currently being used for the design of the Westminster Triangle parcel (BRH survey) between Westminster Way North & Aurora Ave North. The survey will be on Washington State Plane NAD83-91 horizontal coordinate datum and on approximate NAVD88 vertical datum (GPS derived).

The City shall provide any copies of datasheets for horizontal and vertical control in the immediate project area that they may have.

b. Utility Mapping

The Consultant will subcontract with Applied Professional Services (APS) to perform a Quality Level B locate service of the site to mark the approximate location of underground utilities using radio frequency

detected from the surface. The Consultant will incorporate utility as-built records into the survey mapping.

c. Topographic Survey

The topographic survey will include measurements and features within the survey limits as follows:

- The location of overhead power lines, utility and guy poles, street lights, and marked underground utility lines within the project limits.
- Existing surface features, visible structures, building facades, curb, gutter, sidewalk, edge of pavement, shoulders, planters, fences, retaining walls, walkways, paths, parking areas and driveways.
- Existing utility features, manholes, catch basins, fire hydrants, utility service panel locations, water meters and valve cases, drainage facilities (including top-of-structure elevations and pipe invert elevations).
- Significant isolated trees four-inches in diameter and larger as measured at breast height, a symbol of generic tree type, landscape trees regardless of size and planted areas.
- Signs, parking meters, parking stripes.

Survey mapping will be developed at one-foot contour intervals. Measurements will be taken on an approximate 25-foot grid. Elevations will be shown by contour lines.

d. Prepare Base Map

The Consultant will prepare a project base map from the field survey and map data provided by the City for Westminster Triangle parcel & portions of the roads adjacent to the Triangle parcel. The map will include one-foot interval contours, symbolic representation of existing natural and manmade features, and such written labels as are necessary to clarify the identity of the features and provide supplemental information which may be necessary in the analysis and design phases of the Project. The map will be prepared to conform to King County Civil 3D and/or City mapping standards. The Consultant will provide both a copy of the map, either printed or on electronic media, to the City.

e. Right-of-Way

(1) Right-of-Way Research

The Consultant will research the City of Shoreline and King County records (deeds, plats, surveys, and short plats) and collect information to determine the extent and nature of the existing right-of-way lines along Westminster Way N, N 155th Street and Aurora Ave N excluding right-of-way lines adjacent to the Westminster Triangle along the east side of Westminster Way N and north side of N 155th Street. Right-of-way lines adjacent to the Westminster Triangle will be provided by the City

(2) Right-of-Way Map

The Consultant will prepare a right-of-way map for all parcels located within the project limits. Major items to be included on the maps are:

- Existing right-of-way and property lines.
- Abutting parcels identified by parcel number and owner's name.
- Utility easements including report easement info (recording number, grantor, grantee).

f. The Consultant will survey up to five pothole locations and incorporate them into the base map.

Deliverables:

- Base map, Civil 3D.
- Base map with pothole information, Civil 3D.
- Terrain model, landxml file.

4. Geotechnical Investigation and Analysis

The Consultant will perform the following:

a. Review Existing Soil and Ground Water Information

The Consultant will review readily available existing site information including geologic and existing geotechnical exploration information for the proposed alignment. Based on this review the Consultant will provide proposed locations for explorations for the proposed improvements.

b. Mark and Submit Locate Requests

The Consultant will finalize the proposed exploration locations and the requirements for accessing the locations, including any required traffic control. The Consultant will visit the site to mark the proposed exploration locations and submit utility locates to the one-call center once the locations are finalized.

c. Prepare Exploration Plan Memo for Drilling in City ROW

The Consultant will prepare a letter and diagram illustrating our proposed drilling plan within the City right of way. This will include preparing a Traffic Control Plan (TCP), if required, to perform the proposed boring explorations. The exact locations of the borings will depend on the existing utilities. This scope of work assumes that no flaggers will be required to perform the proposed borings.

d. Coordinate Subsurface Exploration Program

The Consultant will coordinate with a drilling subcontractor, and traffic control, if needed, to perform the borings.

e. Conduct Exploration Program

The Consultant will conduct the proposed exploration program, which will consist of two borings, each to about 20 to 30 feet below ground surface, to provide design parameters for signal pole foundation design. The Consultant will perform Standard Penetration Testing (SPT) to observe the soil conditions encountered in the borings. The Consultant will conduct three Pilot Infiltration Test (PITs) at candidate locations to assess infiltration rates. The Consultant will core the pavement along Westminster Way in up to 6 locations in order to evaluate the existing pavement layer thicknesses.

f. Prepare Summary Logs and Assign Laboratory Testing

The Consultant will develop summary logs for each of the explorations based on the results from the drilling, test pit excavation, and pavement coring and assign laboratory testing to characterize the soil observed in the explorations.

g. Provide Recommendations for Signal Pole Foundation Design

The Consultant will evaluate the soil and groundwater conditions at the signal pole borings and provide recommendations for design parameters.

h. Evaluate Design Infiltration Rates

The Consultant will analyze the results of PITs and use grain-size analyses from our PIT excavations to evaluate appropriate design infiltration rates.

i. Provide Pavement Design Recommendations

Based on the results of the pavement coring, the Consultant will make recommendations for depths of grinding and overlay for pavement rehabilitation.

j. Write Draft Report

The Consultant will provide a draft geotechnical report presenting a summary of the observations made in the field along with conclusions and recommendations for geotechnical aspects of the project including:

- Soil and groundwater conditions.
- Signal pole foundations.
- Pavement design.
- Infiltration rates and feasibility.
- Materials likely to be encountered in excavations.
- Difficulty of excavations.
- Temporary excavations and shoring.
- Criteria for site preparation, fill placement, and compaction.
- Suitability of on-site materials for use as structural fill.
- Inclination of cut and fill slopes and benching requirements.
- Erosion control recommendations.

k. Prepare Final Report

The Consultant will finalize the geotechnical report once comments have been received from the City.

Deliverables:

- Draft geotechnical report, PDF.
- Final geotechnical report, PDF.

5. Coordination

a. Coordination with Utility Agencies

- (1) The Consultant will coordinate with the various utility agencies, including both franchise utilities and City-owned, regarding the relocation of existing facilities and provisions of new facilities within the project limits. Coordination with the utilities will include the following:
- (2) The Consultant will provide utility agencies with a copy of the completed base map for verification of their facilities.
- (3) The Consultant will initiate and maintain a utility contact database to log all correspondence (mail, e-mail, and phone logs) with all the utility agencies.
- (4) The Consultant will provide the utility agencies with a copy of the 30%, 60%, 90% and 100% design drawings.
- (5) The Consultant will lead a Utility Coordination Meeting. Attendees will include the Consultant's project manager, lead design engineer, City representatives, and utility agency representatives. The Consultant will prepare meeting minutes. The following items will be discussed:
 - (a) Project scope
 - (b) Project schedule
 - (c) Possible future utility improvements
 - (d) Potential utility conflicts
 - (e) Responsibilities of all parties

Deliverables:

- Meeting minutes, PDF and Word.

- b. The Consultant will provide follow up coordination via phone calls and emails with various utilities to resolve utility conflicts.

Deliverables:

- Meeting minutes, PDF and Word.

- c. Potholing Locations

The Consultant will prepare a plan denoting where potential utility conflicts are present for the City and request up to five locations to be potholed. The City and Consultant will coordinate to determine which locations will be potholed. The Consultant will coordinate with franchise utilities and/or a private locating service to have these locations potholed

Deliverables:

- Requested Potholing Locations, PDF.

d. Coordination with Others

The City shall provide coordination with the developer of the Westminster Triangle, King County Metro, fire department, police department, school district, and the adjacent land owners as required.

6. Traffic Analysis and Conceptual Channelization

- a. The Consultant will perform an updated traffic analysis for the N 155th Street/Westminster Way and SR 99/N 155th Street intersections using the City's current Synchro files. The analysis will include the PM peak hour.
- b. The Consultant will evaluate the feasibility of a roundabout option at the Westminster Way/N 157th Street intersection. The Consultant will perform traffic analysis for the operation of the Westminster Way/N 157th Street intersection to evaluate a roundabout alternative to four-way stop control. The Consultant will prepare conceptual design of a single lane roundabout. The Consultant will prepare summary of analysis comparing the alternatives.

Deliverables

- Updated Synchro output in PDF and Synchro format for Westminster Way/N 155th Street intersection.
- Analysis summary for the Westminster Way/N 157th Street intersection.

7. Channelization Plans for WSDOT Approval

The Consultant will coordinate with WSDOT for approval of a new road connection between Westminster Way and SR 99 that will serve as an entrance to SR 99. Prepare channelization plans for WSDOT approval that includes modifications to the existing Westminster Way connection to SR 99 as well as the new entrance connection. It is assumed that channelization plans will not need to be approved for modifications on N155 Street adjacent to SR 99. Up to three submittals of channelization plans are included.

Deliverables:

- Channelization plans at 1"=20' full-size scale in PDF format.

8. Drainage Design

a. Preliminary Drainage Analysis

The Consultant will prepare preliminary drainage analysis including LID feasibility assessment in accordance with the City of Shoreline 2017 Stormwater Management Program Plan. The Consultant will prepare drainage basin maps, review existing stormwater conveyance, treatment and detention, and prepare new impervious and new pollution generating impervious surface (PGIS) maps. The Consultant will prepare preliminary sizing calculations in support of the preliminary drainage facility concept created during 30% design. The preliminary drainage design information will be provided in a Drainage Technical Memorandum, which will eventually be updated and incorporated into the Final Drainage Report.

Deliverables:

- Draft Drainage Technical Memorandum in PDF format.
- Final Drainage Technical Memorandum in PDF format.
- One meeting with the City (Design approach meeting).

b. Drainage Report

The Consultant will prepare a Draft Drainage Report based on the 60% design for conveyance, water quality treatment, and flow control. Prepare Final Drainage Report and submit with 90% PS&E submittal.

Deliverables:

- Draft Drainage Report, PDF.
- Final Drainage Report, PDF.

9. Urban Design/Landscape Architecture

Schematic Alternative Concepts

The Consultant will provide two preliminary concepts for the Westminster Way N streetscape, N 155th Street streetscape, and gateways (the intersection of Westminster Way N & N 155th Street and the intersection of Westminster Way N & one-way access road/ bike and pedestrian trail). Context analysis plan will document land use, vehicular and pedestrian circulation within the immediate vicinity of the project site. Alternatives will build on the Aurora Square Community Renewal Area Plan, the City of Shoreline Master Street Plan, and Aurora corridor and will illustrate two different gateway options expressed in decorative paving, site furniture and lighting, a focal element (not custom/art), and landscape character, in addition to two streetscape options. Each alternative will identify design elements to unify the gateways and the streetscapes. Alternatives will address bicycle facilities and amenities, pedestrian amenities,

natural drainage integration, roadway cross sections, streetscape and ROW landscape. The Consultant will incorporate City feedback as provided at the City Planning Commission meetings and subsequent City direction, in the preferred schematic plan. A preliminary level cost estimate is provided which includes quantities and square foot level costs for landscape and gateway pedestrian hardscape improvements as identified in the preferred schematic plan.

Deliverables:

- Context analysis plan (1 sheet).
- Two Schematic Alternative Plans (1 sheet each).
- Preferred Schematic Plan (1 sheet)
- Design Tech Memo (up to 3 pages).
- One power point presentation (one for alternatives).
- Two meetings with City (Character & background research meeting & Alternatives meeting).
- One Design Team meeting.
- Preliminary Cost Estimate (1 submittal)

10. Environmental Documentation/Permitting

a. SEPA Checklist

Consultant will prepare a Draft SEPA Checklist to address the potential project impacts in accordance with City and State requirements. For purposes of this scope of services, Consultant has assumed that a SEPA Checklist will be required, but depending on the outcome of the CRA Planned Action Review to be completed by the City, a SEPA Threshold Determination may or may not be prepared by the City. The City shall be responsible for the release and distributing of required notices and documents, and responding to public and agency comments. At this time, it is reasonable to assume that no additional studies would be necessary to complete the Checklist.

Deliverables:

- Draft SEPA Checklist (provided in electronic format).
- Final SEPA Checklist – revised per one round of review and comment by the City.

Assumptions:

- This task anticipates that the City shall be the sole SEPA Lead Agency. Should cooperating agencies be determined to be the SEPA lead agency or co-lead agencies for this project, additional coordination and document preparation may be required and will be negotiated separately under an amendment to this agreement.
- The task includes one site reconnaissance visit.

- The City shall be responsible for publishing and distribution of the document and notices.

11. PS&E Development Common to all Phases of Design

The following elements will be performed at each of the following submittals:

- Schematic Design Phase (30 percent)
- Design Development Phase (60 percent)
- Final Design Development (90 percent)
- Construction Documents (final)

a. Opinion of Probable Construction Costs

The Consultant will calculate bid item quantities and prepare an opinion of probable construction costs based on each design phase. The opinion will include appropriate contingencies, and waste and compaction factors.

The 30 percent landscape irrigation cost estimates will be prepared in a square foot basis format. Sixty percent, ninety percent, and final landscape and irrigation cost estimates will be calculated bid item quantity costs.

b. Project Manual

The Consultant will prepare the general and final special provisions based on the *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction*. The contents will include bid form items, the City's general conditions, contracts, supplemental general conditions, amendments to the standard specifications, special provisions, and standard plans. The Special Provisions will address items of work which are not addressed by the APWA and Washington State Standard Specifications as may be required to properly cover the work contemplated by the drawings.

The Consultant will prepare the project manual to include:

- (1) Signature page
- (2) Vicinity map
- (3) Bidding requirements
- (4) Advertisement for Bid
- (5) Contract documents
- (6) Amendments
- (7) Special Provisions based on the *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction* plus APWA Supplement (English Version)
- (8) Prevailing Wages

- (9) Standard plans
- (10) Addenda (if any)
- (11) Project plans
- (12) City of Shoreline Construction Forms

The City shall provide the Consultant with bidding requirements, advertisement for bid, and contract documents.

A project manual will not be included in the 30 percent submittal. The 60 percent project manual will include special provisions only.

c. Quality Control Review

The Consultant will conduct quality control reviews by selected senior staff members with appropriate experience and expertise. In the review, the staff will scrutinize and question the major elements of the design for adequacy of response to the major design challenges and conformance to the accepted design practices.

d. Submit Documents to City for Review

The Consultant will provide the following at each review submittal unless otherwise noted:

Deliverables:

- Plans, 11" x 17" PDF.
- Opinion of probable construction costs, Excel.
- Project Manual, Word and PDF.

e. Annotate Review Comments

The City shall provide electronic review comments for each submittal in a mutually acceptable format, such as Bluebeam®. The City shall consolidate the review comments into a single document that shall be reviewed by the City's Project Manager in order to provide consistent direction to the Consultant and avoid duplicate comments.

The Consultant will provide written responses to comments provided by the City.

Deliverables:

- Annotated review comments, mutually accepted format.

f. Meet with City to Review Submittal

The Consultant will meet with the City for each submittal to discuss each

review submittal.

12. Schematic Development (30 Percent)

a. 30 Percent Plans

The 30% landscape/hardscape plans will be based on the approved schematic plan. No major changes to the layout and design elements are anticipated at 30% design.

The schematic development submittal package will contain the following plans (number of sheets shown is approximate):

- (1) Cover (1 sheet)
- (2) Legend and Abbreviations (1 sheet)
- (3) Alignment and Survey Control (2 sheets)
- (4) Typical Roadway Sections (1 sheet)
- (5) Roadway Plan/Profile (4 sheets)
- (6) Drainage Plans (4 sheets)
- (7) Channelization Plans (4 sheets)
- (8) Illumination Plans (4 sheets)
- (9) Signal Plans (2 sheets)
- (10) Landscape/Hardscape Plans (2 sheets)
- (11) Two Landscape/Hardscape Illustrative Sections
- (12) Landscape/Hardscape Design Tech Memo (up to 3 pages)

13. Design Development (60 percent)

a. 60 Percent Plans

The 60 Percent design development submittal package will contain the following plans (number of sheets shown is approximate):

- (1) Cover (1 sheet)
- (2) Legend and Abbreviations (1 sheet)
- (3) Alignment and Survey Control Plan (2 sheets)
- (4) TESC Plans and Details (5 sheets)
- (5) Site Preparation Plans (4 sheets)
- (6) Typical Roadway Sections (1 sheet)
- (7) Roadway Plan/Profile (4 sheets)
- (8) Drainage Details (2 sheets)
- (9) Miscellaneous Details (2 sheets)
- (10) Channelization and Signing Plans (5 sheets)
- (11) Illumination Plans (5 sheets)
- (12) Signal Plans (6 sheets)
- (13) Planting Plans and Details (5 sheets)

- (14) Irrigation Plans and Details (5 sheets)
- (15) Pedestrian Hardscape Layout Plans (4 sheets)

b. Field Verify Design

The Consultant will visit the site with the City's Project Manager to check the design against site conditions. The examination will include checks for accuracy, constructability, and conflicts.

14. Final Design Development (90 Percent)

a. 90 Percent Plans

The 90 Percent final design development submittal package will contain the following plans (number of sheets shown is approximate):

- (1) Cover Sheet; 1 sheet

The cover sheet will include the following:

- (a) Project title and project number
- (b) Vicinity map
- (c) Drawing index

- (2) General Notes, Abbreviations, and Legend; 1 sheet

This sheet will include the following:

- (a) City's General Notes
- (b) Abbreviations
- (c) Existing and Proposed Legend

- (3) Alignment and Survey Control Plan; 2 sheets

The Consultant will prepare an alignment plan to present the construction alignments of the project. The drawings will include:

- (a) Construction limits
- (b) Curve data for construction centerlines
- (c) Survey notes
- (d) Survey control
- (e) Project benchmarks
- (f) Quarter section, township, and range

- (4) Temporary Erosion and Sedimentation Control (TESC) Plan and Details; 5 sheets

The Consultant will prepare TESC plan and details of the erosion control design to meet site conditions. The TESC plan will incorporate current Best Management Practices (BMPs).

(5) Site Preparation Plan; 4 sheets

The Consultant will prepare a site preparation plan that will denote the limits of clearing and grubbing, removal or relocation of obstructions, utilities, pavement, and striping removal.

(6) Typical Cross Sections; 2 sheets

The Consultant will prepare drawings of typical roundabout cross sections. The pavement section will be based on the City's standard section. The drawings will include:

- (a) Key map to show cross section locations
- (b) Pavement layer types and depths
- (c) Curb types
- (d) Material types for non-motorized facilities
- (e) General cross section notes

(7) Roadway Plan/Profile; 4 sheets

The Consultant will prepare plans to present the horizontal and vertical design elements. The plans will include:

- (a) Right-of-way, easements, and property lines
- (b) Construction centerlines
- (c) Cut and fill slope limits
- (d) Grading and paving limits
- (e) Construction notes
- (f) General notes
- (g) Curve and alignment data
- (h) Curb locations
- (i) Wall location
- (j) Driveway restoration limits
- (k) Mailbox locations
- (l) Utility elements (adjustments) for Water and Sewer
- (m) Overhead utilities

The profiles will include:

- Existing roadway and ground-line profile
- Proposed roadway construction center line profile
- Storm drainage profiles

- Profile grid
- Vertical datum
- Utility crossings of the storm drain lines

(8) Drainage Details; 3 sheets

The Consultant will prepare water quality and flow control system details details.

(9) Miscellaneous Details; 3 sheets

The Consultant will include details as necessary. These details will include modifications to standard details for items such as curb ramps and driveways.

(10) Channelization and Signing Plans and Details; 6 sheets

The Consultant will prepare channelization and signing plans and details.

The plans will include:

- (a) Pavement striping and markings and locations
- (b) Dimensions of lanes and shoulders
- (c) General channelization notes
- (d) Construction notes
- (e) Channelization details
- (f) Sign locations
- (g) General signing notes
- (h) Construction notes
- (i) Size and location of signs
- (j) Signing details

(11) Illumination Plans and Details; 6 sheets

The Consultant will prepare lighting design for continuous roadway illumination within project limits using City standards and AGI 32 design software. Pedestrian lighting will be provided at locations determined by hardscape design. Lighting plans shall include conduit/wire and pole schedules, a layout plan and references to City standards. The City shall confirm pole and light fixture type/style.

(12) Signal Plans and Details; 7 sheets

The Consultant will prepare signal plans and details. Signal plans shall include a layout plan, conduit/wire schedule and pole schedule, wire diagram, controller and electrical details including surveillance camera and references to City standards. A fiber interconnect plan will be provided for N 155th Street between signals at Westminster Way and SR 99. The City shall confirm pole and light fixture type/style.

(13) Planting Plans and Details; 5 sheets

The Consultant will prepare landscape plans, schedule, and details. The plans will include:

- (a) Plant locations
- (b) General landscape notes
- (c) Plant schedule

(14) Irrigation Plans and Details; 5 sheets

The Consultant will prepare irrigation plans and details. The plans will include:

- (a) Irrigation head, equipment, and pipe layout, and sizing
- (b) General irrigation notes
- (c) Irrigation schedule
- (d) Irrigation details

(15) Pedestrian Hardscape Layout Plans; 4 sheets

The Consultant will prepare hardscape plans and details for decorative treatments in pedestrian areas. Hardscape design is limited to gateways and may include decorative concrete pavement design at pedestrian paths and potential plazas: amenities such as landscape walls, bollards, benches, bike racks, and trash receptacles, and pedestrian scale lighting; and gateway focal point design. Gateway focal point is assumed to be a non-custom element which is the same at both gateways.

(16) Traffic Control Plans and Details; 5 sheets

The Consultant will prepare traffic control plans and details to show Class A construction sign locations, typical lane closures, and pedestrian detours. Detailed construction phasing plans are not included.

b. Field Verify Design

The Consultant will examine the project site to verify the design development drawings. The examination will include checks for accuracy, constructability, and conflicts.

15. Finalize PS&E

a. Construction Documents (Final)

The Consultant will finalize the plans, project manual and opinion of probable construction costs in response to the City's comments. The Consultant will present a final submittal of the PS&E to the City for approval.

Deliverables:

- 1 copy of Final Plans bearing the engineer's stamp and signature, full-size (22" x 34") bound hard copy on paper.
- Final Opinion of Probable Cost, electronic Excel.
- Final Project Manual, electronic Word and PDF.

16. Public Outreach

a. Open House Meetings

The Consultant will attend up to two open house meetings to inform interested parties about the proposed improvements. The meetings will be informal, with graphics displayed showing the project. Three representatives from the design team will be present.

The Consultant will prepare supporting graphics that may include plan views of the improvements on roll maps (design superimposed over an aerial photo) along with concept exhibits conveying landscape/hardscape treatments.

The Consultant will prepare a summary of open house comments.

The City shall organize, advertise, set up, and attend the meetings.

Deliverables:

- Roll plots and concept exhibits.
- Open house summary.

b. Website Content

The City shall use open house materials on the website. No additional graphics are included.

17. Financing and Implementation Strategy.

- a. The Consultant will assist the City with an evaluation of how to phase construction and break down the cost estimates according to what is under the developer's frontage/SEPA mitigation improvements, vs. what is the City's responsibility. The breakdown of cost estimates will be included under Task 11a.

Deliverables:

- Draft Summary of Construction Phasing
- Final Summary of Construction Phasing

D. OPTIONAL SERVICES

1. NEPA Evaluation and Documentation (Documented Categorical Exclusion)

The Consultant will perform the work to prepare documentation to satisfy WSDOT Local Programs NEPA requirements. For the purposes of this scope and budget, it is assumed the appropriate level of documentation will be a Documented Categorical Exclusion (DCE). This includes the completion of a Categorical Exclusion (CE) form and supporting documentation per WSDOT requirements.

a. WSDOT CE Form and Coordination

The Consultant will prepare a Draft WSDOT CE form for the project to document compliance with NEPA. The CE form is the WSDOT-approved format for documenting projects that qualify for a DCE. The CE form will be completed per the guidance and requirements in the WSDOT Local Programs Environmental Classification Summary Guidebook and WSDOT's Environmental Manual at the time a notice to proceed is received by Consultant. The Consultant will complete the Draft CE form using field data and existing information from the technical reports completed for the project (described below), the project design plans, and other available information. The City shall review and edit the CE form and will be responsible for finalizing and submitting the form and supporting documentation to WSDOT for review and approval.

The Consultant will attend up to two (2) meetings, including a kick-off meeting with WSDOT and the project team to verify NEPA documentation requirements.

Deliverables:

- Draft WSDOT CE form.
- Final WSDOT CE form - revised per one round of review and comment by the City.

Assumptions:

- Based on the project description provided by the City, it is assumed that a DCE is the appropriate environmental classification for this project. This scope of work will need to be amended if WSDOT and FHWA determine that the project requires an environmental assessment or Environmental Impact Statement to complete NEPA documentation.
- Based on the developed conditions of the project area, it is assumed no wetlands, streams or other critical areas are present on the project site.
- Based on the project description, the project will not require a noise analysis and the project is assumed to be exempt from air quality analysis and a hot-spot analysis is not required.
- It is assumed that the project would not utilize or affect Section 4(f) properties. If it is determined that the project does utilize or affect 4(f) properties, this agreement would require amendment to comply with WSDOT 4(f) documentation requirements.
- In consultation with City and WSDOT staff, technical memoranda (in subsequent tasks) will be “right-sized” to address the potential impacts of this project and some reports may be combined, if appropriate.

b. Biological Evaluation (No Effect)

The Consultant will develop a BE “No Effect Letter” addressing Endangered Species Act Compliance consistent with WSDOT’s documentation procedures. The Consultant assumes that the project can be designed and constructed to result in a combined “no effect” determination for all listed species. The Endangered Species Act “no effect” letter will be based on 60 percent design information. Based on preliminary information available about the site and project impacts and to comply with WSDOT’s documentation procedures, the Consultant will complete either a No Effect Letter Review Checklist or a No Effect Assessment template.

Deliverables:

- Draft Biological Evaluation (No Effect), PDF.

- Final Draft Biological Evaluation (No Effect), PDF - revised per one round of review and comment by the City.

Assumptions:

- The Consultant will base its “No Effect” assessment on the published WSDOT LAG Manual procedures in effect and information, plans, and technical reports. Additional work required to address requests for additional information beyond the submittal of the specified materials to WSDOT are not included.
- The Consultant will adjust the draft deliverables as required within the limitations of the budget before final delivery. Changes to the project or report requirements, particularly as a result of new project information, species information or changes to listing status, or updates to WSDOT guidance after work has been initiated will require added services or additional revisions and may require an amendment to this agreement.

c. Cultural Resources Assessment

The Consultant will prepare a Cultural Resources Assessment consistent with Chapter 456 of the WSDOT Environmental Manual. The Consultant will coordinate with the City to define the project area of potential effect (APE) in order to initiate the Section 106 of the National Historic Preservation Act review with WSDOT. ESA will develop a draft APE letter for submittal by WSDOT to the Department of Archaeology and Historic Preservation (DAHP) and the tribes to initiate Section 106. Consultant will perform a background review of existing information on known cultural resources and geological conditions. This information will be used to develop a field methodology. Once the APE has been concurred upon, Consultant will conduct a field survey, if required. The archaeological survey will consist of a pedestrian survey within the APE, with limited shovel probes (less than 4, if required). It is assumed that the survey will require one (1) day of field work for two technicians.

The Consultant will inventory historic properties for resources of the historic built environment. Up to 4 buildings predating 1970 shall be recorded, at the reconnaissance level, with photographs and documentation, on Historic Property Inventory Forms for submission into the state’s electronic database. The inventoried buildings will be in the APE or adjacent to and facing the APE.

The results of the above survey activities will be compiled in a Cultural Resources Assessment report for the City to submit to WSDOT.

Deliverables:

- Draft APE letter.
- Final APE letter.
- Draft Cultural Resources Assessment.
- Final Cultural Resources Assessment - revised per one round of review and comment by the City.

Assumptions:

- The scope assumes no cultural resource sites will be found during the pedestrian survey.
- The scope does not include revisions to the cultural resources report based on review by Section 106 consulting parties; this work would require an amendment to this agreement.

d. Environmental Justice Technical Memorandum

Consultant will prepare a brief Environmental Justice (EJ) Technical Memorandum consistent with Chapter 458 of WSDOT's Environmental Manual, if required due to project right-of-way acquisition. Consultant will collect demographic and community data as needed to characterize any EJ populations in the project vicinity.

Deliverables:

- Draft Environmental Justice Technical Memorandum.
- Final Environmental Justice Technical Memorandum - revised per one round of review and comment by the City.

E. SERVICES PROVIDED BY THE CITY

The City shall provide the following information or services not included elsewhere in this scope of services:

1. Bid, ad, and award administration.
2. Rights of entry for survey, geotechnical explorations, environmental, cultural resources, and general engineering reconnaissance.
3. Traffic volume data for all project intersections.
4. Construction management.
5. Right-of-way appraisal and acquisition services including temporary construction easements.
6. Payment of applicable review and/or permit fees.

7. Maintenance of project website.
8. Preparation of PIF requests for approval.

F. ASSUMPTIONS

1. The Consultant reserves the opportunity to shift budget between work tasks and subconsultants.
2. The City's 10% design will serve as a basis for development of final PS&E. If the updated traffic analysis demonstrates the need for an expanded project footprint such as additional lanes or modified project limits, an assessment of additional work elements will be made and, if required, will be performed under an amendment to this agreement.
3. Roundabout design associated with the Westminster Way/N 157th Street intersection is limited to conceptual layout. Final design for a roundabout, if required, will be performed under an amendment to this agreement.
4. WSDOT coordination for approval of modified connections of Westminster Way and SR 99 is limited to channelization plan approval as noted in the scope of services. Additional coordination or documentation, if required, will be performed under an amendment to this agreement.
5. WSDOT approval of channelization plans will not be required for striping revisions on the west leg of N 155th Street at SR 99. If channelization plans are required, the work will be performed under an amendment to this agreement.
6. Design of water and sewer improvements associated with the Westminster Triangle development will be the responsibility of the developer and are not included, but if required, will be performed under a supplement to this agreement.
7. A Phase I environmental site assessment for the presence of hazardous materials is not included, but if required, will be prepared under an amendment to this agreement.
8. It is assumed that all new curb ramps will be fully ADA compliant and that MEF documentation will not be necessary. If MEF documentation is required, the work will be performed under an amendment to this agreement.
9. The Spill Prevention Control and Countermeasures Plan (SPCC) and final Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the construction contractor.
10. No structural walls will be provided.

11. Bidding assistance and construction support are not included, but may be performed under an amendment to this agreement.
12. Public art selection, incorporation, design, and construction is not included in this scope of services.
13. The Consultant will not prepare an electrical service permit.
14. Civil and structural engineering for fabrication of hardscape design including fabrication documents are not included, but if required, will be provided under an amendment to this agreement.
15. A City stormwater permit and Notice of Intent (NOI) will not be required.

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Estimate of Professional Services

728 134th Street SW
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT: Westminster Way N and N 155th Street Design
CLIENT: City of Shoreline
PROJ. NO: 252017.913.014
FILE: H:\252017\913\Shoreline 155th & Westminster\Scope & Fee\155th & Westminster Fee_09-01-17.xlsx

BY: CJE
DATE: 7/13/17
CHKD BY: CLW 9/1/17

OPTIONAL SERVICE

		Principal	Designer II	Project Engr	Proj Designer	Project Engr	Designer I	Proj Admin	Principal	Survey Crew 2 Person	Survey Technician	Tech Writer II	Project Surveyor	Total Labor hours	Total DSC	OH Factor	DSC + OH	Mileage	Travel & Misc cost	Subs	Total Reimb	Labor & Reimb
Hourly Rate:		\$71.15	\$39.75	\$48.30	\$55.00	\$37.55	\$35.75	\$34.50	\$62.55	\$56.67	\$25.00	\$25.50	\$39.80			200.00%		\$0.54				
Task No.	Description	CE	WC	RK	PM	LJ	KH	CW	JP		TJ	CP	BL					\$	\$	Incl. 7% MU		
001 Project Management																						
00101	Invoices, Budget Review, and Administration	32						16						48	2,829	5,658	8,486				0	8,486
00102	Contract and Amendments													0	0	0	0				0	0
00103	Project Schedule	8												8	569	1,138	1,708				0	1,708
00104	File Management	8												8	569	1,138	1,708				0	1,708
00105	Subconsultant Management	24						8						32	1,984	3,967	5,951				0	5,951
00106	Client Kickoff Meeting	6				6								12	652	1,304	1,957	15			15	1,972
00107	Team Kickoff Meeting	1	1	1	1	1	1							6	288	575	863				0	863
00108	Project Status Meetings	18				15								33	1,844	3,688	5,532	75			75	5,607
Subtotal Task 001		97	1	1	1	22	1	24	0	0	0	0	0	147	8,734	17,469	26,203	90	0	0	90	26,293
002 Data Collection																						
00201	Acquire Data from City					8								8	300	601	901				0	901
Subtotal Task 002		0	0	0	0	8	0	0	0	0	0	0	0	8	300	601	901	0	0	0	0	901
003 Survey and Base mapping																						
00301	Survey Control								0.50	8	1		2	12	589	1,178	1,768				0	1,768
00302	Utility Mapping								1.00	16	4		8	29	1,388	2,775	4,163				0	4,163
00303	Topographic Survey								2.00	24	4		10	40	1,983	3,966	5,950				0	5,950
00304	Prepare Base Map								2.00		12		6	20	664	1,328	1,992				0	1,992
00305	Right of Way								2.00		4		5	11	424	848	1,272				0	1,272
00306	Survey for Potholes (5)								1.00	4	1		1	7	354	708	1,062				0	1,062
Subtotal Task 003		0	0	0	0	0	0	0	8.5	52	26	0	32	119	5,402	10,804	16,206	0	0	0	0	16,206
004 Geotechnical Investigation																						
00401	Field Exploration						2							2	72	143	215			23,608	23,608	23,823
00402	Geotechnical Report	2					4							6	285	571	856			11,743	11,743	12,599
Subtotal Task 004		2	0	0	0	0	6	0	0	0	0	0	0	8	357	714	1,070	0	0	35,352	35,352	36,422
005 Coordination																						
00501	Coordination with Utility Agencies	4				24								28	1,186	2,372	3,557				0	3,557
00502	Follow up with Utilities					4								4	150	300	451				0	451
00503	Potholing Locations (5)					8								8	300	601	901			5,350	5,350	6,251
00504	Coordination with Others													0	0	0	0				0	0
Subtotal Task 005		4	0	0	0	36	0	0	0	0	0	0	0	40	1,636	3,273	4,909	0	0	5,350	5,350	10,259
006 Traffic Analysis & Conceptual Channelization																						
00601	Synchro Analysis	1			8									9	511	1,022	1,533				0	1,533
00602	Roundabout Feasibility Analysis	2				6	28							36	1,369	2,737	4,106				0	4,106
Subtotal Task 006		3	0	0	8	6	28	0	0	0	0	0	0	45	1,880	3,760	5,639	0	0	0	0	5,639
007 Channelization Plans for WSDOT Approval																						
00701	Channelization Plans for WSDOT Approval	8	24			16	40							88	3,554	7,108	10,662				0	10,662
Subtotal Task 007		8	24	0	0	16	40	0	0	0	0	0	0	88	3,554	7,108	10,662	0	0	0	0	10,662
008 Drainage Design																						
00801	Preliminary Drainage Analysis	2	8			24								42	1,566	3,131	4,697				0	4,697
00802	Drainage Report	4	12			40								68	2,570	5,139	7,709				0	7,709
Subtotal Task 008		6	20	0	0	64	0	0	0	0	0	20	0	110	4,135	8,270	12,405	0	0	0	0	12,405
009 Urban Design/Landscape Architecture																						
00901	Schematic Alternative Concepts	6				2								8	502	1,004	1,506			16,130	16,130	17,636
00902	Landscape/Hardscape Conceptual Plans (30%) Design)													0	0	0	0			10,347	10,347	10,347
00904	Landscape and Hardscape(60%, 90%, 100%, and Final PS&E													0	0	0	0			43,655	43,655	43,655
Subtotal Task 009		6	0	0	0	2	0	0	0	0	0	0	0	8	502	1,004	1,506	0	0	70,132	70,132	71,638

Estimate of Professional Services

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Everett, WA 98204
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(425) 741-3900 FAX

PROJECT: Westminster Way N and N 155th Street Design
CLIENT: City of Shoreline
PROJ. NO: 252017.913.014
FILE: H:\252017\913\Shoreline 155th & Westminster\Scope & Fee\155th & Westminster Fee_09-01-17.xlsx

BY: CJE
DATE: 7/13/17
CHKD BY: CLW 9/1/17

OPTIONAL SERVICE

	Principal	Designer II	Project Engr	Proj Designer	Project Engr	Designer I	Proj Admin	Principal	Survey Crew 2 Person	Survey Technician	Tech Writer II	Project Surveyor	Total Labor hours	Total DSC	OH Factor	DSC + OH	Mileage	Travel & Misc cost	Subs	Total Reimb	Labor & Reimb
Hourly Rate:	\$71.15	\$39.75	\$48.30	\$55.00	\$37.55	\$35.75	\$34.50	\$62.55	\$56.67	\$25.00	\$25.50	\$39.80			200.00%		\$0.54				
Task No.	CE	WC	RK	PM	LJ	KH	CW	JP		TJ	CP	BL					\$	\$	Incl. 7% MU		
010 Environmental Documentation/Permitting																					
01001 SEPA Checklist	4				8								12	585	1,170	1,755			8,137	8,137	9,892
Subtotal Task 010	4	0	0	0	8	0	0	0	0	0	0	0	12	585	1,170	1,755	0	0	8,137	8,137	9,892
011 PS&E Development Common to all Phases of Design																					
01101 Opinion of Probable Construction Costs	4				24	40							68	2,616	5,232	7,847				0	7,847
01102 Project Manual	40				32						30		102	4,813	9,625	14,438				0	14,438
01103 Quality Control Review	16				16								32	1,739	3,478	5,218				0	5,218
01104 Submit Documents to City for Review		8			4								12	468	936	1,405				0	1,405
01105 Annotate Review Comments	8				16								24	1,170	2,340	3,510				0	3,510
01106 Meet with City to Review Submittal	8				8								16	870	1,739	2,609				0	2,609
Subtotal Task 011	76	8	0	0	100	40	0	0	0	0	30	0	254	11,675	23,351	35,026	0	0	0	0	35,026
012 Schematic Development (30%)																					
01201 Cover		2			1								3	117	234	351				0	351
01202 Legend and Abbreviations		1			1								2	77	155	232				0	232
01203 Alignment and Survey Control		4			2						4		10	393	787	1,180				0	1,180
01204 Typical Roadway Sections	1	6			6								13	535	1,070	1,605				0	1,605
01205 Roadway Plan/Profile	2	16			16								34	1,379	2,758	4,137				0	4,137
01206 Drainage Plans	1	12			12								25	999	1,998	2,996				0	2,996
01207 Channelization Plans	1	8				12							21	818	1,636	2,454				0	2,454
01208 Illumination Plans	1	10				20							31	1,184	2,367	3,551				0	3,551
01209 Signal Plans	1	8	12										21	969	1,938	2,906				0	2,906
01210 Landscape/Hardscape Plans	1	1											2	111	222	333				0	333
01211 Landscape/Hardscape Illustrative Sections		1											1	40	80	119				0	119
Subtotal Task 012	8	69	12	0	38	32	0	0	0	0	0	4	163	6,622	13,243	19,865	0	0	0	0	19,865
013 Design Development (60%)																					
01301 Cover		1											1	40	80	119				0	119
01302 Legend and Abbreviations		1											1	40	80	119				0	119
01303 Alignment and Survey Control		1										2	3	119	239	358				0	358
01304 TESC Plans and Details	1	12			16								29	1,149	2,298	3,447				0	3,447
01305 Site Preparation Plans	2	12			16								30	1,220	2,440	3,660				0	3,660
01306 Typical Roadway Sections	1	8			8								17	690	1,379	2,069				0	2,069
01307 Roadway Plan/Profile	4	16			16								36	1,521	3,043	4,564				0	4,564
01308 Drainage Details	1	12			16								29	1,149	2,298	3,447				0	3,447
01309 Miscellaneous Details	1	12			8	12							33	1,278	2,555	3,833				0	3,833
01310 Channelization and Signing Plans	1	12				16							29	1,120	2,240	3,360				0	3,360
01311 Illumination Plans	1	12				16							29	1,120	2,240	3,360				0	3,360
01312 Signal Plans	1	12	16										29	1,321	2,642	3,963				0	3,963
01313 Planting Plans and Details		1			1								2	77	155	232				0	232
01314 Irrigation Plans and Details		1			1								2	77	155	232				0	232
01315 Pedestrian Hardscape Layout Plans		1			1								2	77	155	232				0	232
Subtotal Task 013	13	114	16	0	83	44	0	0	0	0	0	2	272	10,999	21,997	32,996	0	0	0	0	32,996
014 Final Design Development (90%)																					
01401 Cover		1											1	40	80	119				0	119
01402 Legend and Abbreviations		1											1	40	80	119				0	119
01403 Alignment and Survey Control		1											1	40	80	119				0	119
01404 TESC Plans and Details	1	16			16								33	1,308	2,616	3,924				0	3,924
01405 Site Preparation Plans	2	16			16								34	1,379	2,758	4,137				0	4,137
01406 Typical Roadway Sections	1	8			12								21	840	1,680	2,519				0	2,519
01407 Roadway Plan/Profile	6	16			24								46	1,964	3,928	5,892				0	5,892
01408 Drainage Details	2	12			16								30	1,220	2,440	3,660				0	3,660
01409 Miscellaneous Details	1	16			16								33	1,308	2,616	3,924				0	3,924
01410 Channelization and Signing Plans	1	16				24							41	1,565	3,130	4,695				0	4,695
01411 Illumination Plans	1	16				16							33	1,279	2,558	3,837				0	3,837
01412 Signal Plans	2	24	48										74	3,415	6,829	10,244				0	10,244
01413 Planting Plans and Details		1			1								2	77	155	232				0	232

Estimate of Professional Services

728 134th Street SW
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT: Westminster Way N and N 155th Street Design
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BY: CJE
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		Principal	Designer II	Project Engr	Proj Designer	Project Engr	Designer I	Proj Admin	Principal	Survey Crew 2 Person	Survey Technician	Tech Writer II	Project Surveyor	Total Labor hours	Total DSC	OH Factor	DSC + OH	Mileage	Travel & Misc cost	Subs	Total Reimb	Labor & Reimb
Hourly Rate:		\$71.15	\$39.75	\$48.30	\$55.00	\$37.55	\$35.75	\$34.50	\$62.55	\$56.67	\$25.00	\$25.50	\$39.80			200.00%		\$0.54				
Task No.	Description	CE	WC	RK	PM	LJ	KH	CW	JP		TJ	CP	BL					\$	\$	Incl. 7% MU		
01414	Irrigation Plans and Details		1			1								2	77	155	232				0	232
01415	Pedestrian Hardscape Layout Plans		1			2								3	115	230	345				0	345
01416	Traffic Control Plans and Details	4	32				32							68	2,701	5,401	8,102				0	8,102
Subtotal Task 014		21	178	48	0	104	72	0	0	0	0	0	0	423	17,367	34,735	52,102	0	0	0	0	52,102
015	Finalize PS&E																					
1501	Construction Documents	8	24	6		32	16							86	3,587	7,173	10,760				0	10,760
Subtotal Task 015		8	24	6	0	32	16	0	0	0	0	0	0	86	3,587	7,173	10,760	0	0	0	0	10,760
016	Public Outreach																					
01601	Open House Meetings (2)	16	24			24								64	2,994	5,987	8,981			4,213	4,213	13,193
01602	Website Content													0	0	0	0				0	0
Subtotal Task 016		16	24	0	0	24	0	0	0	0	0	0	0	64	2,994	5,987	8,981	0	0	4,213	4,213	13,193
017	Financing and Implementation Strategy																					
01701	Summary of Construction Phasing	4				4								8	435	870	1,304				0	1,304
Subtotal Task 017		4	0	0	0	4	0	0	0	0	0	0	0	8	435	870	1,304	0	0	0	0	1,304
TOTAL HOURS		276	462	83	9	547	279	24	8.50	52	26	50	38	1,855	80,764	161,528	242,291	90	0	123,183	123,273	365,565
SubTotal Cost		19,637	18,365	4,009	495	20,540	9,974	828	532	2,947	650	1,275	1,512		80,764							
Percent of Total Hours		15%	25%	4%	0%	29%	15%	1%	0%	3%	1%	3%	2%									

Assumptions

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the direct salary cost of the personnel at the time the work is performed.

On DSC only	FEE	25%	20,191
	Inflation Factor	4%	
	% of Work after July 1	10%	
	Inflation Adj on Labor & Exp	970	
	Fix Fee (adj for Inflation)	20,272	
	Total Fee	386,807	
	Contingency/Rounding	0	
	TOTAL	386,807	
	OPTIONAL SERVICES (ATTACHED)	26,925	
	Management Reserve		
	TOTAL	413,732	

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Interlocal Agreement with Seattle Public Utilities for Utility Casting Adjustment on the Meridian Avenue N, between N 190 th Street to N 205 th Street Overlay Project
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

During June 2017 and July 2017, the City constructed an asphalt overlay and other improvements on Meridian Avenue N, between N 190th Street and N 205th Street. As part of the overlay work a number of manhole, water valve, and other utility cover castings were adjusted vertically to match the new street grade.

All third-party utility owners except Seattle Public Utilities (SPU) elected to adjust their own manhole and other castings using their own staff and equipment. SPU elected to instead pay the City to have the City’s construction contractor perform this work. The work is now complete and SPU has requested that the City execute an interlocal agreement covering the reimbursement.

RESOURCE/FINANCIAL IMPACT:

Under the provisions of the interlocal agreement, SPU agrees to reimburse the City a maximum of \$12,035 for casting adjustment work, based on the unit prices bid for the work by the City’s contractor and the actual quantities of work completed. The financial impact will be reimbursement to the City of the actual cost of the work performed, up to a maximum of \$12,035.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with Seattle Public Utilities for casting adjustment in an amount not to exceed \$12,035 to be paid by Seattle Public Utilities to the City of Shoreline.

Approved By: City Manager **DT** City Attorney **JA-T**

INTRODUCTION

On the Meridian Avenue N, between 190th to 205th Overlay Project, done in June-July 2017m Seattle Public Utilities elected to reimburse the City for adjusting SPU's utility castings to final pavement grade and is requesting that the City execute an interlocal agreement covering the performance of the work and SPU's obligation to reimburse the City.

BACKGROUND

A necessary step in completing street pavement construction is adjusting utility castings (manhole covers, water valves, survey monument covers, etc.) to match the final grade of the new pavement. During City capital projects that construct pavement, the City requests that third-party utilities such as Ronald Wastewater, North City Water, Seattle City Light, and Seattle Public Utilities either self-perform this work or reimburse the City the cost of having its construction contractor perform the work.

For the subject project, SPU elected to reimburse the City for the cost of the casting adjustment work and is requesting that the City execute an interlocal agreement that specifies the unit costs and total, maximum amount to be reimbursed.

RESOURCE/FINANCIAL IMPACT

Under the provisions of the interlocal agreement, Seattle agrees to reimburse the City a maximum of \$12,035 for casting adjustment work, based on the unit prices bid for the work by the City's contractor and the actual quantities of work reported. The financial impact will be reimbursement to the City of the actual cost of the work performed, to a maximum of \$12,035.

The alternative is to not enter into an agreement with SPU in which case they would not reimburse the City for the work and the costs would be absorbed in the project budget.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an interlocal agreement with Seattle Public Utilities for reimbursement of casting adjustment in an amount not to exceed \$12,035 to be paid by Seattle Public Utilities to the City of Shoreline.

ATTACHMENT

Attachment A: Memorandum of Agreement 17-053-A, Between City of Shoreline and SPU for Utility Casting Adjustment

**MEMORANDUM OF AGREEMENT NO. 17-053-A
BETWEEN
THE CITY OF SEATTLE
AND
THE CITY OF SHORELINE
FOR
MERIDIAN AVE N CASTING ADJUSTMENTS**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made by and between the City of Seattle (“City”), a municipal corporation of the State of Washington, acting through its Seattle Public Utilities Department (“SPU”), and the City of Shoreline, (“Shoreline”).

1. PERIOD OF PERFORMANCE.

The period of performance of this Agreement is May 8, 2017 and shall end on October 31, 2017, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

2. PURPOSE.

SPU operates and maintains water mains and appurtenances in the City of Shoreline under a franchise agreement (adopted by Ordinance 606 on June 20, 2011). When Shoreline performs street paving projects SPU will adjust the related utility castings (valve boxes, maintenance hole ring & covers).

For the City of Shoreline Meridian Ave N paving project, SPU agrees to reimburse City of Shoreline to adjust SPU’s utility castings using their contractor, SRV Construction, under Contract Number 8420.

3. SCOPE OF SERVICES.

City of Shoreline shall adjust SPU’s Water castings before and after asphalt paving of Meridian Avenue N.

Adjustment of 9 water manhole castings and covers (Bid Item: “Adjust Manhole” at \$715 each, and 10 water valve boxes and covers (Bid Item: “Adjust Water Valve Box” at \$560 each). The adjustment of SPU utilities were completed in June 2017.

Digital Materials: Shoreline shall provide digital materials, including reports, data, maps, graphs and photos that are compatible with current Seattle Public Utilities file and data formats. All digital materials become the property of the City of Seattle.

4. BILLING AND PAYMENT.

Total compensation under this Agreement shall not exceed **Twelve Thousand Thirty-Five Dollars (\$12,035)** herein after referred to as the “Agreement Amount,” unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect, and fixed fees for the project.

Shoreline may submit invoices to SPU as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by SPU to City of Shoreline upon SPU's receipt of a properly prepared invoice containing the information listed below.

Invoices shall be submitted to:
Seattle Public Utilities Accounts Payable Department PO Box 34018 Seattle WA 98124-4018
Invoices shall clearly display the following information:
<ul style="list-style-type: none"> • sub-contractor invoices shall also include this information <ul style="list-style-type: none"> a. Invoice Date and Invoice Number b. SPU Project Manager Name: Jon Ford (Please do not put PM's name in the address portion of the invoice) c. SPU Agreement No. 17-053-A d. Agreement Title: Meridian Ave N Casting Adjustments e. Period covered by the invoice f. Such information as is necessary for SPU to determine the exact nature of all expenditures g. Sum of the Agreement and cumulative costs for the Agreement to date h. Attach copies of sub-contractor invoices i. Attach copies of direct expenses logs and receipts

5. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

All official notices under this Agreement shall be delivered to the following addresses (or such other addresses as either party may designate in writing):

SPU:	Shoreline:
Jon Ford, Project Manager Seattle Public Utilities PO Box 34018 Seattle WA 98124-4018	Eduardo Aban, PE, Project Manager City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133

6. INDEMNIFICATION.

Shoreline shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Shoreline, its officers, employees, agents or subcontractors;

- the concurrent negligence of Shoreline, its officers, employees, agents or subcontractors but only to the extent of the negligence of Shoreline, its officers, employees, agents or subcontractors;
- the negligent performance or non-performance of the agreement by Shoreline; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Shoreline waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

7. NO THIRD-PARTY BENEFICIARIES.

This Agreement is entered into solely for the mutual benefit of the parties hereto. This Agreement is not entered into with the intent that it shall benefit either party's agents, assigns, consultants or contractors, and no such other person or entity shall be a third-party beneficiary of this Agreement.

8. COMPLIANCE WITH LAW.

The parties to this Agreement shall comply with all Federal, State, and local laws and ordinances.

14. TERMINATION.

Neither Party may terminate this Agreement without the concurrence of the other Party. Notice of intent to terminate shall be given by the party terminating this Agreement to the other, not fewer than five (10) business days prior to the effective date of termination. If this Agreement is terminated prior to the fulfillment of terms stated herein, SPU shall reimburse Shoreline for actual costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

15. SEVERABILITY.

If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

16. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any action brought hereunder shall be in the Superior Court of King County.

9. NO JOINT UNDERTAKING.

Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint ventures or participants in any joint undertaking whatsoever.

10. PUBLICATION.

Each party may publish the results of the Project, and may acknowledge its respective role in and support of the Project.

11. ASSIGNMENT.

This Agreement shall not be assigned in whole or in part by either party without the prior written approval of the other party.

17. AUDIT.

During the progress of the Project and for a period of no less than three years from the Completion Date, each party will keep and make available for each other's inspection and audit all records pertaining to the Project, including accounting records. The parties shall furnish to each other copies of these records upon request and shall maintain the records in accordance with work order accounting procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office.

18. AMENDMENT.

This Agreement shall not be amended or modified except in writing and signed by authorized representative of each of the parties hereto.

19. ENTIRE AGREEMENT.

This Agreement and any written attachments or Amendments thereto, constitutes the complete contractual agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having they representatives affix their signatures below.

THE CITY OF SHORELINE

THE CITY OF SEATTLE

Signature Date

Signature Date

Print Name

RICK SCOTT, DEPUTY DIRECTOR
WATER LINE OF BUSINESS
SEATTLE PUBLIC UTILITIES

Print Title

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adopt Resolution No. 418- Join Puget Sound Regional Climate Preparedness Collaborative
DEPARTMENT:	Planning & Community Development
PRESENTED BY:	Miranda Redinger, AICP; Senior Planner, P&CD
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Central Puget Sound Region is experiencing sea level rise, increasing temperatures, changes in precipitation, a long-term decline in snow and ice, ocean acidification, and decreased air quality from wildfires. These trends are expected to continue and accelerate in the coming decades, increasing the potential for flooding, landslides, summer drought, wildfire, disruption of ecological communities, and other impacts in our region. These impacts increase risks to public health, infrastructure, safety, local economies, and the environment.

Protecting public health and safety, providing critical infrastructure, supporting economic prosperity, and protecting natural resources are core roles for tribal, local, and regional governments. It is mutually beneficial for government organizations to work together to increase resiliency of these systems to withstand projected impacts of climate change. By sharing information about these impacts, pooling resources and expertise, and collaborating on approaches to climate preparedness research and action, agencies can serve communities, customers, and taxpayers more effectively and efficiently.

Adopting Resolution No. 418 (Attachment A) would commit the City to joining partner agencies in the formation of a Puget Sound Regional Climate Preparedness Collaborative.

RESOURCE/FINANCIAL IMPACT:

There are no fees associated with the Puget Sound Regional Climate Preparedness Collaborative and no cash contribution is being sought. However, as resources permit, partners are asked to provide in-kind contributions of staff time, which includes a quarterly in-person meeting and periodic conference calls, workshops or webinars, document reviews, and emails.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 418 and partner with the Puget Sound Regional Climate Preparedness Collaborative to work with other local, tribal, and regional governments, organizations, and professionals in addressing regional climate risks.

Approved By: City Manager *DT* City Attorney *JA-T*

BACKGROUND

The Central Puget Sound Region is experiencing sea level rise, increasing temperatures, changes in precipitation, a long-term decline in snow and ice, ocean acidification, and decreased air quality from wildfires. These trends are expected to continue and accelerate in the coming decades, increasing the potential for flooding, landslides, summer drought, wildfire, disruption of ecological communities, and other impacts in our region. These impacts increase risks to public health, infrastructure, safety, local economies, and the environment.

Protecting public health and safety, providing critical infrastructure, supporting economic prosperity, and protecting natural resources are core roles for tribal, local, and regional governments. It is mutually beneficial for government organizations to work together to increase resiliency of these systems to withstand projected impacts of climate change. By sharing information about these impacts, pooling resources and expertise, and collaborating on approaches to climate preparedness research and action, agencies can serve communities, customers, and taxpayers more effectively and efficiently.

These efforts are in line with the work the City of Shoreline has already done on environmental sustainability. Since the 2008 adoption of the City's [Environmental Sustainability Strategy](#), Shoreline has positioned itself to be a regional and national leader on how local governments can work to reduce the potential severity of climate change. Other City initiatives that have focused on environmental sustainability and climate action include:

- Analysis of City and Community Carbon Footprints ([2009](#) and [2012](#));
- Launching of the [forevergreen](#) indicator tracking website (2012);
- Adoption of the [Climate Action Plan](#) (2013);
- Adoption of [King County-City Climate Collaboration \(K4C\) Joint Letter of Commitments](#) (2014);
- Development of [Carbon Wedge Analysis](#) and Strategies (2015);
- Completion of significant capital projects with a variety of climate and other benefits, such as the construction of a LEED Gold certified City Hall (2010) and the Aurora Avenue Corridor project (completed in 2016);
- Promoting transit-oriented development and multi-modal transportation systems through subarea planning for light rail stations opening in 2023 (2013-2016);
- Adoption of a [Deep Green Incentive Program](#) to encourage development of green buildings that meet the most stringent certification standards available (2017); and
- Studying feasibility of District Energy.

DISCUSSION

The Puget Sound Regional Climate Preparedness Collaborative would consist of local, tribal, and regional governments, and other organizations and professionals working together to pursue the following shared actions:

1. **Capacity Building:** Build shared understanding of regional climate impacts in Central Puget Sound and best practices for climate preparedness through information sharing, joint workshops and training, and periodic meetings.
2. **Community Engagement:** Collaborate with communities in our efforts to better understand how climate change will impact public health, safety, and economic opportunities for diverse communities across Central Puget Sound, with an emphasis on understanding how climate change can worsen existing disparities in health outcomes, economic opportunity, and environmental impacts.
3. **Communications:** Develop and communicate consistent, reliable, and easily accessible information on climate impacts and risks in Central Puget Sound informed by current science and reflecting the concerns and priorities of impacted communities.
4. **Coordinated Research:** Identify and pursue opportunities for joint research and assessment of climate impacts that can be accomplished more efficiently and effectively through coordinated efforts.
5. **Funding and Resources:** Jointly pursue grant, foundation, and other funding to support our efforts to strengthen understanding of climate impacts and climate preparedness across the Central Puget Sound Region.
6. **Planning:** Seek and consider information on climate impacts and risks to public health and safety, critical infrastructure, economy, treaty trust resources, and our natural environment as part of regional planning efforts like Transportation 2040 and Vision 2040, and make recommendations to strengthen climate preparedness and community resiliency in local, regional, state, tribal, and federal policies and plans.

To accomplish these shared actions (and subject to available City resources), City staff may meet quarterly with other partner organizations to develop and implement a work program that supports and advances this collaboration. City staff (again, subject to available City resources) may also attend annual meetings to review current information on climate impacts and best practices, review progress on collaborative efforts, and develop recommendations for joint action for the following year. Additional information is included in the form of Frequently Asked Questions in Attachment B.

The intent is to launch the Collaborative with a signing ceremony with other city, county, and tribal leaders, likely in mid-November 2017.

COUNCIL GOAL ADDRESSED

This agenda item addresses Council Goal #2: Improve Shoreline's infrastructure to continue the delivery of highly-valued public services, and most specifically:

- Action Step #5- Implement the 2016-2019 Priority Environmental Strategies, including adoption of incentives for environmentally sustainable buildings, exploration of district energy, update of the City's "forevergreen" website, and continued focus on effective storm-water management practices including restoration of salmon habitat.

RESOURCE/FINANCIAL IMPACT

There are no fees associated with the Puget Sound Regional Climate Preparedness Collaborative and no cash contribution is being sought. However, as resources permit, partners are asked to provide in-kind contributions of staff time, which includes a quarterly in-person meeting and periodic conference calls, workshops or webinars, document reviews, and emails.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 418 and partner with the Puget Sound Regional Climate Preparedness Collaborative to work with other local, tribal, and regional governments, organizations, and professionals in addressing regional climate risks.

ATTACHMENTS

Attachment A: Resolution No. 418

Attachment B: Climate Preparedness Collaboration FAQ

RESOLUTION NO. 418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, PLEDGING TO JOIN AS PARTNERS IN THE PUGET SOUND REGIONAL CLIMATE PREPAREDNESS COLLABORATIVE AND TO WORK TOGETHER WITH OTHER LOCAL, TRIBAL, AND REGIONAL GOVERNMENTS, ORGANIZATIONS, AND PROFESSIONALS IN ADDRESSING REGIONAL CLIMATE RISKS.

WHEREAS, the Central Puget Sound Region is experiencing sea level rise, increasing temperatures, changes in precipitation, a long-term decline in snow and ice, and ocean acidification, and

WHEREAS, these trends are projected to continue and to accelerate in the coming decades; increasing the potential for flooding, landslides, summer drought, wildfire, disruption of ecological communities, and other impacts in our region, and

WHEREAS, these impacts increase risks to public health, infrastructure, safety, local economies, the environment, and

WHEREAS, protecting public health and safety, providing critical infrastructure, supporting economic prosperity, and protecting natural and treaty trust resources are core roles for tribal, local and regional governments; and

WHEREAS, coordinated efforts across the region to prepare for climate impacts will improve local and tribal government efforts to build the region's preparedness for existing natural hazards including droughts, wildfire, seismic and extreme weather events; and

WHEREAS, climate preparedness augments and is complementary to existing local and tribal government efforts to reduce the emissions of greenhouse gases; and

WHEREAS, concerted action and investments to prepare for climate impacts and build resilience offer opportunities to address broader inequities in health, mobility, and access to economic opportunity; and

WHEREAS, tribal, local and regional governments face similar challenges in assessing climate change impacts and risks and developing climate preparedness strategies with limited resources; and

WHEREAS, climate impacts like changing rainfall patterns or sea level rise often cross jurisdictional and service area boundaries; and

WHEREAS, the Pacific Northwest is home to world-recognized climate research institutions that are contributing greatly to our common understanding of regional climate impacts, risks, and vulnerabilities; and

WHEREAS, by sharing information on climate impacts, pooling resources and expertise, and collaborating on approaches to climate preparedness research and action, we can serve our communities, customers and taxpayers more effectively and efficiently; and

WHEREAS, by working together to define shared climate change risks and actions our investments will have greater impact and visibility, and

WHEREAS, upcoming updates to Transportation 2040 and Vision 2040 for the Central Puget Sound Region create opportunities to integrate the latest information on climate impacts and vulnerabilities into regional transportation, growth, and economic development plans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

The City Council pledges to join as partners in the **Puget Sound Regional Climate Preparedness Collaborative** and to work together with other local, tribal, and regional governments, organizations, and professionals to pursue the following shared actions:

1. **Capacity Building:** Build shared understanding of regional climate impacts in Central Puget Sound and best practices for climate preparedness through information sharing, joint workshops and training, and periodic meetings.
2. **Community Engagement:** Collaborate with communities in our efforts to better understand how climate change will impact public health, safety, and economic opportunities for diverse communities across Central Puget Sound, with an emphasis on understanding how climate change can worsen existing disparities in health outcomes, economic opportunity, and environmental impacts.
3. **Communications:** Develop and communicate consistent, reliable, and easily accessible information on climate impacts and risks in Central Puget Sound informed by current science and reflecting the concerns and priorities of impacted communities.
4. **Coordinated Research:** Identify and pursue opportunities for joint research and assessment of climate impacts that can be accomplished more efficiently and effectively through coordinated efforts.
5. **Funding and Resources:** Jointly pursue grant, foundation, and other funding to support our efforts to strengthen understanding of climate impacts and climate preparedness across the Central Puget Sound Region.
6. **Planning:** Seek and consider information on climate impacts and risks to public health and safety, critical infrastructure, economy, treaty trust resources, and our natural

environment as part of regional planning efforts like Transportation 2040 and Vision 2040, and make recommendations to strengthen climate preparedness and community resiliency in local, regional, state, tribal and federal policies and plans.

To accomplish these shared actions, and subject to available City resources, City staff may meet quarterly with other partner organizations to develop and implement a work program that supports and advances this collaboration in the areas outlined in this Pledge. City staff, subject to available City resources, may attend annual meetings to review current information on climate impacts and best practices, review progress on collaborative efforts, and develop recommendations for joint action for the following year.

This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 25, 2017.

Mayor Christopher Roberts

ATTEST:

Jessica Simulcik Smith
City Clerk

The Puget Sound Climate Preparedness Collaborative

Overview and FAQs

Goal: Work together across the Puget Sound Region to ensure that our communities, economy, and environment are resilient to the impacts of a changing climate.

What is the Challenge?

- Climate change is affecting the Northwest and is expected to accelerate in the coming decades, increasing risks for public health and safety, roads and bridges, critical public services like wastewater treatment and water supply, and economic continuity. Some communities, including low income communities, communities of color, and all tribal communities, will be disproportionately impacted by climate change.
- While a number of governments and NGOs in central Puget Sound are taking steps to prepare for the impacts of climate change, many climate impacts cross jurisdictional boundaries and the resources to prepare and build resiliency vary greatly between organizations.

What is the Opportunity?

- Tribal, local, and regional governments in the Puget Sound region face similar climate change impacts and similar challenges in addressing climate change risks with limited resources.
- Strategic regional collaboration on climate preparedness can help leverage limited resources, reduce duplication of effort, facilitate institutional learning, and increase the competitiveness of grant proposals designed to support regional preparedness needs.
- Regional collaboration on climate preparedness can strengthen ongoing efforts to increase community resilience to natural hazards such as droughts, wildfire, flooding, and seismic and extreme weather events. Additionally, investments in climate preparedness provide opportunities to address broader inequities in health, mobility, and access to economic opportunity.
- Regional collaboration can also support efforts to increase ecosystem resilience, helping to ensure that our natural areas continue to provide the water and ecosystems services we all depend on, including Treaty trust resources, in the face of climate change and population growth.
- Opportunities to pool expertise and resources and to coordinate our efforts regionally include updates to the region's long-range transportation and land use plans, local comprehensive plans, hazard mitigation plans, local climate action plans, habitat restoration, and major capital facilities plans.

What is Being Proposed?

We are proposing to enhance coordination and improve the outcomes of climate change preparedness efforts in the central Puget Sound region (defined as Snohomish, King, Pierce, and Kitsap counties) by creating a forum for peer-to-peer and cross-disciplinary exchange of information, ideas, and opportunities related to climate preparedness. More specifically, the Collaborative will provide a forum for:

- **Sharing** assessments, research, and approaches for integrating climate preparedness into local plans and capital programs and to inform major capital facilities siting and design.
- **Identifying** shared climate change impact assessment/research needs and develop joint proposals to address those needs.

- **Developing** consistent public messaging about climate preparedness in the central Puget Sound.
- **Coordinating** public engagement opportunities for climate preparedness.
- **Partnering** with organizations, networks, and groups to engage diverse communities in co-development of preparedness strategies that prevent and address the disproportionate impacts of climate change and create broader benefits for health, mobility, housing, and access to economic opportunity.
- **Engaging** business sectors (like the financial and insurance industries) and economic development entities to develop a better understanding of the economic and financial risks and opportunities of climate change.

Who Participates in the Collaborative?

- Expected Collaborative participants include staff from local, regional, and tribal governments. This may include emergency managers, planners, capital facilities managers, community engagement staff, sustainability managers, natural resource management staff, and public health specialists. We also anticipate partnering with community based organizations, universities, non-governmental organizations and other partners to achieve to the vision outlined above.
- Initial support for scoping, convening, and facilitating the Collaborative has been provided by the Puget Sound Regional Council with the support of the Institute for Sustainable Communities. Over time, the Collaborative may consider a more formal structure through a Memorandum of Understanding or Interlocal Agreement.

Is There a Cost to Participating?

There are no fees associated with the Collaborative and no cash contribution is being sought. Partners are providing in-kind contributions of staff time (a quarterly in-person meeting and periodic conference calls, workshops or webinars, document reviews, and emails).

What are the Benefits to Participating?

Regional collaboration on climate preparedness can contribute to:

- A broader base of support for local climate preparedness efforts.
- More efficient and strategic use of resources for climate preparedness research, community engagement, and development of planning approaches.
- Increased integration across various disciplines such as planning, emergency management, capital facilities, public health, and equity and social justice.
- Better informed and more efficient investment in major capital facilities.
- Increased competitiveness for future federal grant and foundation funding.
- More consistent and credible communication with the public about climate impacts and preparedness.
- Coordinated engagement of diverse communities to prevent and address disparate impacts of climate change and develop solutions that will enhance co-benefits.
- A clear demonstration that this region is a national leader in proactively addressing climate change impacts and risks, giving prospective investors and businesses greater certainty and encouraging business retention and economic development.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Additional Contracts with Integris LLC in an Amount up to \$85,000 for Citywide Process Improvement Consulting and Training including Support Related to the Financial/Human Resource Software System Implementation
DEPARTMENT:	Administrative Services Division
PRESENTED BY:	Katherine Moriarty, Information Technology Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City has embarked on foundational work with a consulting firm that specializes in continuous process improvement and has worked with a number of local governments in providing training and guidance in this specialized area. In an effort to develop standards and staff competency in the tools and techniques used in continuous process improvement, staff is desirous of using the same consulting firm (Integris LLC) to provide assistance.

Originally, the work defined for 2017 was less than the threshold requiring Council approval. However, the implementation of the City's new Financial/HR system yielded opportunities for process improvement that would guide system implementation. The Council, on August 14, authorized the City Manager to execute a contract for this work, but the staff report did not reflect the entirety of the work anticipated for 2017 and 2018. As such, this authorization will allow the full scope of work to move forward for the next 18 months.

Staff have included funding in both the Financial/HR system project budget and the allocation for the City's professional services budget for this effort. Staff is requesting Council pre-authorization for the City Manager to execute contracts with Integris up to an additional \$85,000 to cover this work.

To date, \$113,727 has been spent/encumbered with Integris through contracts for specific scopes of work; with each contract less than \$25,000. SMC 2.60.070 requires contracts to purchase services greater than \$50,000 to be authorized by the City Council. Staff is seeking Council approval to pre-authorize the City Manager to execute additional contracts with Integris for work relating to continuous process improvement in an amount not to exceed \$85,000. This amount is in addition to contracts previously authorized and should provide adequate contract authority for 2017 and 2018.

Work that will continue over the next 18 months includes specific process improvement process walks, leadership training – Leading in a Lean/Continuous Improvement

Environment, and Phase 2 of Core Process Mapping which will include Planning & Community Development, Parks, and Community Services Departments.

ALTERNATIVES ANALYSIS

Alternative 1: Attempt process review with internal personnel

If the City Council chooses to not approve this request and staff proceeds with this work without consulting assistance, the following is noted:

- The quality of the work will be impacted since staff do not possess the skillset to perform this work;
- The work will not align with emerging methodologies for continuous improvement efforts being developed for and used by the City;
- Allocated funding for this effort will not be expended.

Alternative 2: Contract with another consultant skilled at facilitating business process and continuous process endeavors

The City may administratively select through an RFQ process a consulting entity skilled at providing support for business analysis and continuous process improvement. If this alternative is selected, the following is noted:

- A separate methodology that does not conform to the City's emerging standards for continuous process improvement will be used;
- The opportunity for working with the consultant selected for the Citywide continuous process improvement foundational work will be missed – along with a training opportunity for staff;
- The funds allocated for this effort will be expended.

Alternative 3: Approve the execution of contracts with Integris LLC (Recommended)

The Council may authorize the City Manager to execute contracts with Integris LLC not to exceed the amount of \$85,000 (in addition to the contracts in the amount of \$113,727 already executed). If this alternative is selected, the following is noted:

- The emerging methodology that will be used by the City will be used for the assessment and improvement processes as part of the Financial/HR system implementation and the Citywide continuous process improvement effort;
- Personnel working on this effort will be trained on the methodology and will begin to prepare them to be able to facilitate other efforts in the City without consulting assistance;
- The consultant has become familiar with the City, which will improve their effectiveness in facilitating this body of work.
- The funds allocated for this effort will be expended.

In order to facilitate Alternative 3, the City would execute independent contracts based on the scope of work for each component of Integris's work. Attachment A provides an example of the scope of work, Attachment A being for the initial process review - Contract Routing, which will be included with all future Integris contracts.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact. The funding for this work is already appropriated as a component of the Financial/HR System Implementation project and support for Continuous Process Improvement approved by Council as a part of the 2017 budget.

RECOMMENDATION

Staff recommends that the City Council pre-authorize the City Manager to execute additional contracts with Integris LLC in an amount not to exceed \$85,000 for citywide process improvement consulting and training including support related to the Financial/Human Resource Software System Implementation.

Approved By: City Manager *DT* City Attorney *JA-T*

ATTACHMENTS

Attachment A – Integris LLC Scope of Work

Attachment B – Contract Routing Process Charter

City of Shoreline
Scope of Work: Continuous Improvement Citywide Project #1
Contract Routing
August 2017

Introduction

Integris's proposed approach to the City of Shoreline's contract routing continuous improvement projects can be divided into three phases—1) process walk; 2) process mapping session; 3) rapid improvement event and follow-up. More detail on each phase of the approach is below. Please note that these timeframes are rough approximations and may shift during the three-day engagement.

1. **Process walk:** The purpose of a process walk or “go to Gemba” walk is to build profound knowledge of a process by interviewing the subject matter experts. The team that is chartered to improve each of the processes will be invited to participate in the process walk. Individuals responsible for each step in the process share what they do at their workspaces and answer a series of questions, including how long each step takes, whether there is work waiting, what the problems are in the flow of the process, etc. Pre-work will be done with the team leader to document the process in six to eight broad steps to determine interviewees and order. At the end of each 15-minute interview, the team members meet to discuss what they've heard and gather observations and potential solutions including quick hits. This initial continuous improvement step leads to a shared understanding of the process and what the opportunities might be that are not developed by sitting in a conference room and reviewing desk manuals or policies. A briefing conversation with the project sponsor(s) will follow the end of this step. Depending on the number of steps, this will take between 1 and 1.5 days.
2. **Process mapping:** The next step of the continuous improvement project will be to map the current state in more detail. Having an understanding of the process as it stands—including where handoffs occur between work groups and individuals—is most clearly built by a group developing a swim lane map together that shows steps and responsibilities. During this phase, the team will not map out each step in minute detail but rather dig deeper into the step or steps that were determined to be poised for improvement during the process walk. Using this view of the process, the team can determine which steps add value to the customer and which do not, and then seek to eliminate or minimize those non-value-added steps and create a new flow during the rapid improvement event below. This step in the process is estimated to take ½ to 1 day.
3. **Rapid improvement event:** The rapid improvement event builds on the process walk and process mapping steps. During this phase, the team works together to draw out improvements to the process or the “future state” that incorporates improvements. Often, “just do it” items become apparent and can be implemented immediately. Other times, this phase will require some data gathering and other research such as looking into software capabilities. Teams

separate short- and long-term actions and agree to implementation timelines and responsibilities. This step is estimated to take 1 day.

Depending on the complexity of the issues uncovered during the initial sessions, additional sessions may be requested by the City of Shoreline. Also, phone follow-up by Integris to ensure the improvements are moving along is recommended to follow in this phase.

Deliverable

The three-day approach will result in a map of the contract routing process and a plan for improving the processes. The contract routing project charter is attached.

Delivery

The three-day process improvement session will be staffed by one consultant from Integris Performance Advisors.

Cost

The cost for the three days to complete phases 1-3 as noted above for each project is \$2,760 per day plus expenses (passed through at cost) including travel.

Contract Review Process Charter

Problem Statement:

Approval for standard boilerplate contracts take longer than necessary, have frequent errors and often require rework. This engagement seeks to identify and understand the issues that delay approval, and cause rework.

Goal Statement:

Boilerplate contracts are routed for approval within X days 80% of the time and with without return to the requester 80% of the time. (Improve time and reduce defects)

Scope In/Out

In Scope:

Procurement method used
Approval Authority Levels
Routing method (Electronic vs Manual)
Budget Review
Scope Creation
Required attachments (W-9, Insurance, etc.).

Out of Scope:

Contracts where boilerplate is modified

Business Case & Benefits:

Contracts are a critical component of the City's procurement and risk management process. Improving the quality and cycle time of contract approval will protect the city from risk, and allow departments to deliver services more efficiently.

Timeline:

Define: Fall 2017

Measure: Fall/Winter 2017

Analyze: 12/31/2017

Improve: TBD

Control: TBD

Team Members:

ASD – Janet Bulman, Sara Lane

CAO – Margaret King (or Julie Ainsworth-Taylor)

Dept Stakeholders

Budget - Rick Kirkwood

CA - Darcy Forsell

PW – Engineering (TBD)

Parks – Susana Villamarin

CMO – Alex Herzog

PCD – Joanne Dillon

ASD – Katie Moriarty

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 798 - Authorizing a One Year Right-of-Way Franchise with Puget Sound Energy
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

As per SMC 12.25.010, all utilities which use the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's existing non-exclusive right-of-way franchise with Puget Sound Energy (PSE) (Attachment A) for the distribution of natural gas within the City was passed by Council on August 26, 2002. SMC 12.25.080 limits all right-of-way franchise agreements to 15 years and the existing franchise agreement's 15-year term will expire on October 31, 2017.

While the City and PSE have been in discussions and negotiation for a new right-of-way franchise for many months, the new proposed franchise has not yet been finalized. Staff is concerned that there is not enough time to complete the negotiations for the new franchise and have the franchise routed through the City of Shoreline's and PSE's approval process before the expiration date of the current franchise on October 31, 2017.

Proposed Ordinance No. 798 (Attachment B) would provide for a new one-year franchise agreement with PSE and would terminate October 31, 2018, or upon the effective date of a new franchise, whichever occurs first. All terms and conditions of the proposed new one-year franchise agreement are unchanged from the existing franchise; only the term (length of the agreement) has been changed. The proposed one year franchise being discussed tonight would allow staff to negotiate a new long-term franchise agreement for natural gas service in the City.

RESOURCE/FINANCIAL IMPACT:

This franchise extension will have no financial impact to the City. The fees and taxes that the City currently receives from PSE will continue under this new one-year franchise agreement.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss the various aspects of the proposed ordinance granting this limited franchise extension and determine if there are any further questions or information that staff should bring back for Council consideration. Council is currently scheduled to consider adoption of proposed Ordinance No. 798 on October 9, 2017.

Approved By: City Manager ***DT*** City Attorney ***JA-T***

BACKGROUND

As per SMC 12.25.010, all utilities which use the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's existing non-exclusive right-of-way franchise with Puget Sound Energy (PSE) (Attachment A) for the distribution of natural gas within the City was passed by Council on August 26, 2002. SMC 12.25.080 limits all right-of-way franchise agreements to 15 years and the existing franchise agreement's 15-year term will expire on October 31, 2017.

While the City and PSE have been in discussions and negotiation for a new right-of-way franchise for many months, the new proposed franchise has not yet been finalized. Staff is concerned that there is not enough time to complete the negotiations for the new franchise and have the franchise routed through the City of Shoreline's and PSE's approval process before the expiration date of the current franchise on October 31, 2017.

DISCUSSION

Proposed Ordinance No. 798 (Attachment B) would provide for a new one-year Franchise Agreement with PSE. The terms of the newly proposed Franchise are identical to the utility's current franchise agreement except for the term, which is limited to one year and would terminate October 31, 2018.

New Franchise Agreement Consideration

As the City and PSE must enter into a new Franchise Agreement, SMC Section 12.25.070 identifies the considerations the City should review when granting a Right-of-way franchise:

1. The applicant's past service record in the city and in other communities
2. The nature of the proposed facilities and services
3. The proposed area of service
4. Whether the proposal would serve the public needs and the overall interests of the city residents
5. That the applicant has substantially complied with the material terms of the existing franchise
6. The quality of the applicant's service, response to consumer complaints, and billing practices
7. That the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the application
8. The applicant's proposal is reasonable to meet the future community needs and interests, taking into account the cost of meeting such needs and interests

Based on staff's coordination with PSE and PSE's history of operation in Shoreline over the years, staff is confident that PSE is in substantial compliance with the criteria identified in SMC Section 12.25.070 and this new one-year franchise should be granted when proposed Ordinance No. 798 is brought back for Council action on October 9, 2017.

RESOURCE/FINANCIAL IMPACT

This franchise extension will have no financial impact to the City. The fees and taxes that the City currently receives from PSE will continue under this new one-year franchise agreement.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss the various aspects of the proposed ordinance granting this limited franchise extension and determine if there are any further questions or information that staff should bring back for Council consideration. Council is currently scheduled to consider adoption of proposed Ordinance No. 798 on October 9, 2017.

ATTACHMENTS

- Attachment A: Ordinance No. 308, Granting Puget Sound Energy A Non-Exclusive Franchise to Construct, Maintain, Operate, Replace and Repair a Natural Gas Distribution System
- Attachment B: Proposed Ordinance No. 798, Authorizing a One Year Right of Way Franchise with Puget Sound Energy for the Distribution of Natural Gas within the City

ORDINANCE NO. 308

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A NATURAL GAS DISTRIBUTION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City “to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of...gas...”; and

WHEREAS, the Council finds that it is in the best interests of the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to Puget Sound Energy for the operation of a natural gas distribution system within the City right-of-way; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:
 - 1.1. **City:** The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this Ordinance and any other areas later added thereto by annexation or other means.
 - 1.2. **City Manager:** The City Manager of the City of Shoreline or designee.
 - 1.3. **Days:** Calendar days.
 - 1.4. **Facilities:** All gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices; and all other equipment, appliances, attachments, and appurtenances utilized by PSE in the operation of activities authorized by this Ordinance. The abandonment by PSE of any Facilities as defined herein shall not act to remove the same from this definition.
 - 1.5. **PSE:** Means Puget Sound Energy, Inc. a Washington corporation, and its successors and assigns.
 - 1.6. **Permittee:** A person who has been granted a permit by the Permitting Authority, and PSE operating under Section 5.8 Blanket Permit of this agreement.

- 1.7. Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.8. Person: An entity or natural person.
- 1.9. Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Shoreline.

2. **Franchise Granted.**

- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to PSE, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a franchise beginning on the effective date of this Ordinance ("Franchise").
- 2.2. This Franchise shall grant PSE the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to install, construct, operate, maintain, repair, replace, and use Facilities for a natural gas distribution system, in, under, on, across, over, through, along or below the Right-of-way, as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.
- 2.3. This Franchise specifically does not authorize PSE to place facilities or to otherwise utilize Facilities in the Right-of-way to provide telecommunications, cable television, point-to-point data communications, or similar services either via wire or wireless technologies regardless of whether these services are provided to any person outside PSE's organization. This Section does not restrict PSE's ability to utilize telemetric devices to monitor and operate its natural gas distribution system or to monitor and control the usage of natural gas.
- 2.4. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any Right-of-way. Such Franchise shall in no way prevent or prohibit the City from using any Right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of new Right-of-way or other public properties of every type and description.

3. **Franchise Term.** The term of the Franchise granted hereunder shall be for the period of fifteen (15) years counted from the last day of the calendar month in which this Ordinance becomes effective.

4. City Ordinances and Regulations.

- 4.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating PSE's exercise of its rights under this Franchise. PSE shall promptly conform with all such regulations, unless compliance would cause PSE to violate requirements of state or federal law.

5. Right-of-Way Management.

- 5.1. PSE's Facilities shall be maintained within the Right-of-way and PSE's activities shall be undertaken in such a manner, so as not to unreasonably interfere with the free and safe passage of traffic and unobstructed use of adjoining property in accordance with City standards and regulations.

5.2. Excavation And Notice Of Entry.

- 5.2.1. PSE shall at all times post and maintain proper barricades and comply with all applicable safety regulations during any period of construction or maintenance activities within the Right-of-way as required by City or state regulations, including RCW 39.04.180, for the construction of trench safety systems.
- 5.2.2. Whenever PSE excavates in the Right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-way. In no case shall any such work commence within any Right-of-way without a permit, except as otherwise provided in this Ordinance. PSE shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 5.12 of this Franchise.
- 5.2.3. At least ten (10) days prior to its intended construction of Facilities, except those activities exempted from permit requirements in accordance with Sections 5.7 & 5.8 or activities that will impact the use of the adjacent property for less than a four (4) hour period. PSE shall inform all residents in the immediately affected area, that a construction project will commence, the dates and nature of the project, and provide a toll-free or local number which the resident may call for further information. A pre-printed door hanger may be used for this purpose.
- 5.2.4. PSE shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that extend above ground level consistent with sound engineering practices, City regulations, and state law.
- 5.2.5. At least twenty-four (24) hours prior to entering Right-of-way adjacent to or on private property to perform the installation, maintenance, repair, reconstruction, or removal of facilities, except those activities exempted from permit requirements in accordance with Sections 5.7 & 5.8 or activities that will impact the use of the adjacent property for less than a four (4) hour period, a written notice describing the nature and location of the work to be performed shall be physically posted upon the affected private property by PSE.

- 5.3. Abandonment of PSE's Facilities. PSE shall not abandon in place any of its Facilities within the Right-of-way without the prior written consent of the City Manager. Absent consent to abandon in place, abandoned Facilities shall be removed from the Right-of-way within 180 days of the discontinuation of their active utilization, or in accordance with a written removal plan authorized by the City Manager. All necessary permits must be obtained prior to such work.
- 5.4. Restoration after Construction.
- 5.4.1. PSE shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Right-of-way, promptly restore the Right-of-way to at least the condition the same was in immediately prior to any such installation, construction, relocation, maintenance or repair in accordance with City standards at its sole cost and expense. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications.
- 5.4.2. If it is determined that PSE has failed to restore the Right-of-way in accordance with Section 5.4, the City shall provide PSE with written notice including a description of actions the City believes necessary to restore the Right-of-way. If the Right-of-way is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, may restore the Right-of-way. PSE shall be responsible for all costs and expenses incurred by the City in restoring the Right-of-way in accordance with this Section. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.
- 5.5. Bonding Requirement: Before undertaking any of the work authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the City Manager as reasonably sufficient to ensure performance of PSE's obligations under this Franchise. The bond shall be conditioned so that PSE shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Right-of-way discovered within a period of two years from the final City inspection date of any such restoration. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.
- 5.6. Recourse Against Bond: With respect to undertaking any of the work authorized by this Franchise, in the event PSE fails to perform its obligations in accordance with the terms and conditions of this Franchise and further fails to cure its deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by PSE pursuant to Section 5.5 to cure such deficiency.

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- 5.6.1. In the event the City makes use of such bond(s) furnished by PSE pursuant to Section 5.5, the City shall promptly provide written notice of same to PSE. Within thirty (30) days of receipt of such notice, PSE shall replenish or replace such bond(s) pursuant to Section 5.5.
- 5.6.2. The rights reserved to the City by this Section 5.6 are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of a right under this Section 5.6 shall constitute an election or waiver of any rights or other remedies the City may have.
- 5.7. Emergency Work, Permit Waiver. In the event of any emergency where any Facilities located in the Right-of-way are broken or damaged, or if PSE's construction area within the Right-of-way is in such a condition as to place the health or safety of any person or property in imminent danger, PSE shall immediately take any necessary emergency measures to repair or remove its Facilities or otherwise make its construction area safe without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve PSE from later obtaining any necessary permits for the emergency work. PSE shall apply for the required permits the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical.
- 5.8. Blanket Permit. PSE shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of this Section 5.8 provided that the terms "Minor Activities" and "Blanket Activities" are defined in a specifically negotiated Blanket Permit Definitions, a copy of which shall be filed with the City Clerk and identified by Clerk's Receiving Number 1910. All other activities will require a separate permit in accord with City ordinances.
 - 5.8.1. The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.
 - 5.8.2. The Permittee shall provide a quarterly list of permit activity by the 10th of the months of April, July, October, and January listing the previous quarter's activity authorized under this Section.
 - 5.8.3. The Permittee shall provide payment of inspection fees for the quarterly activity on a quarterly basis in accordance with Section 5.8. No statements will be provided by the City.
 - 5.8.4. For each separate use of the Right-of-way under this Section, and prior to commencing any work on the Right-of-way under this Section, the Permittee shall:
 - 5.8.4.1. Fax or otherwise deliver to the Permitting Authority, at least twenty-four (24) hours in advance of entering the Right-of-way, a City Inspection Request Form, as provided by the Permitting Authority, which shall include at a minimum the following information: Franchise number, street address nearest to the proposed work site, and description of work to be performed.

5.8.4.2. Fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority within twenty-four (24) hours after completing work.

5.8.5. In the event the Permittee fails to comply with any of the conditions set forth in Section 5.8, the City is authorized to suspend or terminate the Permittee's authority to operate under this Section by providing Permittee written notice of such suspension or termination and the basis therefore.

5.8.6. The City reserves the right to alter the terms and conditions of Section 5.8 and the terms and conditions of the Blanket Permit Definitions by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph, including any change in the permit inspection/processing fee stated in Blanket Permit Definitions, shall thereafter apply to all subsequent work performed pursuant to this Section 5.8. Further, the City may terminate the Permittee's authority to work in the Right-of-way under a Blanket Permit as provided by the terms of this Section at any time without cause by providing thirty (30) days written notice to the Permittee. Any such modification or termination shall not affect the remaining terms and conditions of this Franchise or impair the rights and obligations of the Parties under those remaining terms and conditions.

5.9. Safety.

5.9.1. PSE shall exercise the rights granted in this Franchise in accordance with applicable safety rules and regulations.

5.10. Dangerous Conditions, Authority for City to Abate.

5.10.1. In the event that PSE's Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining Right-of-way, public or private property, the City Manager may direct PSE, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

5.10.2. In the event PSE fails to promptly take action as directed by the City, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and PSE shall be responsible to reimburse the City for its costs. The City's authority to act upon PSE's Facilities hereunder is specifically limited to actions, taken by trained emergency response personnel, to stop the flow of natural gas actively contributing to a dangerous condition in the face of PSE's failure to timely respond to the City's request for such action.

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5.11. Relocation of Facilities.

5.11.1. PSE agrees to protect, support, temporarily disconnect, relocate or remove from the Right-of-way its Facilities without cost to the City, when so required by the City to facilitate the completion of or as a result of a public project, provided that PSE shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the Right-of-way and upon approval by the City, any Facilities required to be temporarily disconnected or removed. As used in this Section, the term "public project" is a project included in any future City adopted six-year Capital Improvement Program and consistent with the City's Comprehensive Plan as currently adopted or hereinafter amended.

5.11.2. If the City determines that a Public Project necessitates the relocation of PSE's existing Facilities, the City shall:

5.11.2.1. As soon as possible, but not less than sixty (60) days prior to the commencement of such Public Project, provide PSE with written notice requiring such relocation; and

5.11.2.2. Provide PSE with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for PSE's Facilities.

5.11.2.3. After receipt of such notice and such plans and specifications, PSE shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the Public Project or at such later time as mutually agreed by the City and PSE.

5.11.3. PSE may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise PSE in writing if any of the alternatives are suitable to accommodate the Public Project. If so requested by the City, PSE shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by PSE full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, PSE shall relocate its Facilities as provided in this Section.

5.11.4. If the City requires the subsequent relocation of Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section, then the City shall bear the entire cost of such subsequent relocation.

5.11.5. If the City vacates any Right-of-way with PSE Facilities, the City shall reserve an easement in its vacation ordinance adequate for the repair, maintenance and replacement of the Facilities and sited along the location of the Facilities, provided that no easement shall be reserved if the vacation is for a Public Project and the Facilities are to be relocated under this Section 5.11. No easement shall be reserved if the vacation is conditioned upon a vacation petitioner's payment for the cost of relocating existing Facilities to another Right-of-way or private easement including necessary service reconnections caused by the relocation.

5.11.6. The provisions of this Section 5.11 shall in no manner preclude or restrict PSE from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not part of a Public Project, provided that such arrangements do not unduly delay or increase the cost of a related Public Project.

5.12. PSE's Maps and Records. PSE agrees to provide the City, upon reasonable request and without charge, copies of available as-built plans, maps, and records, in use by PSE, that show the approximate vertical and horizontal location of its Facilities at specified locations within the Right-of-way. If available, such maps shall also be provided in Geographical Information System (GIS) or other digital electronic format used by the City.. All such maps and records will be provided for informational purposes only. PSE does not warrant the accuracy of any map or other information provided under this Section 5.12, and to the extent the location of Facilities are shown, such locations are approximate.

5.13. Utility Location. Nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

5.14. Underground Installation. PSE hereby affirms its understanding and agreement that its activities within the City must comply with Shoreline Municipal Code ("SMC") 13.20, which establishes minimum requirements and procedures for the underground installation of electric and communication facilities, to the extent it applies to PSE's activities under this Franchise. Consistent with that regulation, PSE shall install Facilities under this Franchise underground subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission; provided, that PSE may install above ground those Facilities that must be so installed in order to function properly. PSE will also share information and otherwise cooperate with the City and other utility providers to serve the objectives of SMC 13.20.

6. Planning Coordination.

6.1. Growth Management. PSE agrees, as follows, to participate in the development of, and reasonable updates to, the utilities element of the City's comprehensive plan:

6.1.1. PSE will participate in a cooperative effort with the City to ensure that the Utilities Element of Shoreline's Comprehensive plan is accurate as it relates to PSE's operations and is updated to ensure its continued relevance at reasonable intervals.

6.1.2. PSE shall submit information related to the general location, proposed location, and capacity of existing and proposed Facilities as requested by the City Manager within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.

6.2. System Development Information. PSE will assign a representative whose responsibility shall be to coordinate with the City on planning for City Capital

Improvement Program projects. At a minimum, such coordination shall include the following:

- 6.2.1. By March 1st of each year, PSE shall provide the City Manager or his designee with a schedule of its planned capital improvements, which may affect the Right-of-way for that year;
 - 6.2.2. PSE shall meet with the City, other franchisees and users of the Right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and
 - 6.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
 - 6.2.4. PSE will cooperate with the City to extend its natural gas distribution system into areas of the City that do not have natural gas service available in conjunction with City road improvement projects subject to applicable PSE tariffs on file with the Washington Utilities and Transportation Commission.
- 6.3. Emergency Operations. The City and PSE agree to cooperate in the planning and implementation of emergency operations response procedures.

7. Indemnification.

- 7.1 PSE hereby agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to the extent the same is caused by the negligent acts or omissions of PSE, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, claims against the City to the extent they arise as a result of the negligent acts or omissions of PSE, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any right-of-way or other public place in performance of work or services permitted under this franchise. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, PSE shall satisfy the same to the extent it is based on a claim or demand which is covered by PSE's indemnification obligations hereunder. In the event any claim or demand presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. If any such claim or demand is subject to RCW 4.24.115 and caused by or results from the concurrent negligence of (a) the City, its elected or appointed officials, or its agents or employees; and (b) PSE, or PSE's agents or employees, then in such event the defense and indemnity provisions provided for in the preceding paragraph 7.1 shall be valid and enforceable only to the extent of PSE's negligence.
- 7.2 The City shall not be liable upon, and PSE shall indemnify and defend the City from and against, any claim which is caused by the acts or omissions of PSE in exercising

its rights under this Franchise and is asserted by any person against the City for injury to any person or damage to property, to the extent such claim is asserted solely on the basis of the City's ownership or control of the Right-of-way or the City's grant of this Franchise to PSE.

7.3 PSE's indemnification obligations pursuant to this Franchise shall be valid and enforceable with respect to actions brought against the City by PSE's own employees and the employees of PSE's agents, contractors, and subcontractors notwithstanding PSE's immunity under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that the foregoing waiver is limited solely to claims against the City arising by virtue of PSE's exercise of the rights set forth in this Franchise and excludes claims against PSE or claims arising from and to the extend of the negligent acts or omissions of the City, its officials, employees or agents. The obligations of PSE under this Franchise have been mutually negotiated by the parties hereto, and PSE acknowledges that the City would not enter into this Franchise without PSE waiver thereof. To the extent required to provide this indemnification and this indemnification only, PSE waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees.

7.4 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of PSE's indemnification obligations. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

8. **Insurance.**

8.1. In lieu of the insurance requirements set forth below in this Section 8 and with the concurrence of the City, PSE may utilize a combination of operating reserves and excess liability insurance to protect against such risks in such amounts as are consistent with good utility practice. To secure such concurrence, PSE and the City may, from time to time, review PSE's financial position and risk management program. Upon PSE's acceptance of this Franchise and upon reasonable request thereafter, PSE shall provide the City with reasonable written evidence that such protection is being maintained.

8.2. 8.2. Except as otherwise provided in Paragraph 8.1, PSE shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to PSE, its agents or employees. A combination of self-insurance and excess liability insurance may be utilized by PSE. Upon PSE's acceptance of this Franchise, PSE shall provide to the City a certificate of insurance and/or evidence of self insurance evidencing the following required coverages and limits:

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- 8.2.1. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$4,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- 8.2.2. Commercial General Liability insurance policy and self-insurance coverage providing combined coverage of no less than \$50,000,000 combined single limit per occurrence and \$50,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. If coverage is provided by self-insurance or a policy of insurance written on a claims made rather than occurrence basis, PSE agrees to maintain the same levels of self-insurance or claims made policy coverage, or to purchase endorsements providing additional reporting periods in which claims otherwise covered by the claims made policy or self-insurance may be reported, for a period of three (3) years following either the discontinuance of the claims made policy or self-insurance or the termination of this Franchise, whichever is earlier.
- 8.3. Payment of deductible or self-insured retention shall be the sole responsibility of PSE.
- 8.4. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. PSE's insurance shall be primary. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of PSE's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

9. **Enforcement.**

- 9.1. A substantial violation or breach of this Franchise by PSE shall include, but shall not be limited to, the following:
 - 9.1.1. An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;
 - 9.1.2. An intentional evasion or knowing attempt to evade any material provision of this Franchise or practice of any fraud or deceit upon the City;
 - 9.1.3. An uncured failure to pay fees that may be associated with this Franchise, if any.
- 9.2. In the event either party shall fail to comply with the terms of this Franchise, the other party shall provide the non-complying party with detailed written notice of any alleged violation or breach. The party who is allegedly in non-compliance shall have a period of 60 days following such written notice to cure the alleged violation or

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breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or PSE reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default, the non-defaulting party may terminate this Franchise.

- 9.3. The City or PSE may, in its discretion, provide an additional opportunity for the other to remedy any violation or breach and come into compliance with this Franchise so as to avoid termination.
- 9.4. Any violation or breach by PSE continuing to exist after the expiration of the notice and cure periods identified in Section 9.2 may be remedied by the City at PSE's expense.
10. **Force Majeure.** Neither party will be subject to penalty for any non-compliance with this Franchise or delay in compliance of any of its obligations hereunder where such compliance is prevented or delayed by acts of God (except normal weather conditions for the Shoreline-Seattle area), fire, explosion, accident, flood, epidemic, war, riot, rebellion, interruption or rationing of fuel supply, or other unexpected and uncontrollable event ("force majeure events"). If a force majeure event occurs, this Section will only apply if the Party intending to seek the protections of this Section notifies the other Party in writing. The City may continue to exercise its rights to abate any Dangerous Condition consistent with Section 5.10.
11. **Survival.** All of the provisions, conditions and requirements of Sections 5.3 Abandonment Of PSE's Facilities, 5.4 Restoration After Construction, 5.10 Dangerous Conditions, Authority For City To Abate, 7. Indemnification, 8. Insurance, and other sections of this Franchise that may be reasonably construed to survive the termination or expiration of this Franchise shall survive such termination or expiration. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto and all privileges, as well as all obligations and liabilities of each party shall inure to their respective heirs, successors and assigns.
12. **Severability.** If any Section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.
13. **Assignment.** This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City, which shall not be unreasonably withheld. The City may recover from PSE any actual administrative expenses incurred by the City during its review of any transfer proposed by PSE.

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- 13.1. An assignment of this Franchise shall be deemed to occur if there is an actual change in control or where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised.
- 13.2. Except as otherwise provided herein, PSE shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of PSE. Every change, transfer, or acquisition of control of PSE shall cause a review of the proposed transfer. In the event that the City denies its consent and such change, transfer or acquisition of control has been effected, the Franchise is terminated.
- 13.3. PSE shall be permitted, without the City's approval, to mortgage its rights, privileges and authority in and under this Franchise to the trustee under its mortgage indenture for the benefit of its bondholders.
14. **Notice.** Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:
- | | |
|---------------------------------|--------------------------|
| Puget Sound Energy | City Manager |
| P.O. Box 90868 | City of Shoreline |
| Bellevue, WA 98009-0868 | 17544 Midvale Avenue N. |
| Attn: Municipal & Land Planning | Shoreline, WA 98133-4921 |
15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.
16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.
17. **Entire Agreement.** Except for the Blanket Permit Definitions to be prepared in accordance with this Section 5.8, this Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.
18. **Amendment.** Except for the Blanket Permit Definitions to be prepared in accordance with this Section 5.8, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.
19. **Supremacy.** This Franchise represents the dominant agreement between the parties. In the event of any conflict between this Franchise and any City ordinance or permit, the terms of this Franchise shall control. In the event, however, of any conflict between the provisions of

this Franchise and PSE's applicable tariff on file with the Washington Utilities and Transportation Commission or a successor state regulatory authority, the tariff shall control for the duration of that conflict, provided, that PSE shall provide the City written notice within five (5) days of filing any proposed tariff or amended tariff which would effect the terms of this Franchise or any rights of the City hereunder.

20. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to PSE. PSE shall have sixty (60) days from receipt of the certified copy of this Ordinance to accept in writing the terms of the Franchise granted to PSE in this Ordinance.
21. **Publication Costs.** In accord with state law, this Ordinance shall be published in full. The costs of said publication shall be borne by PSE.
22. **Effective Date.** This Ordinance shall take effect and be in full force on the first day of the first full month at least five days following the publication of this Ordinance.

PASSED BY THE CITY COUNCIL ON August 26, 2002.



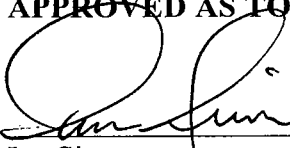
Mayor Scott Jepsen

ATTEST:



Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:



Ian Sievers
City Attorney

Date of Publication: August 29, 2002
Effective Date: October 1, 2002

ORDINANCE NO. 798

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A NATURAL GAS DISTRIBUTION SYSTEM, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for the transmission and distribution of gas; and

WHEREAS, with the adoption of Ordinance No. 308 on August 26, 2002, the City granted Puget Sound Energy a non-exclusive franchise for a natural gas distribution system within the public rights-of-way of the City; and

WHEREAS, the term of the Franchise granted by Ordinance No. 308 expires on October 31, 2017; and

WHEREAS, the City and Puget Sound Energy are currently negotiating a new, long-term franchise agreement but such negotiations may continue beyond the October 31, 2017 expiration; and

WHEREAS, the Council finds that it is in the best interests of the health, safety and welfare of residents of the Shoreline community to grant a one-year non-exclusive franchise to Puget Sound Energy for the operation of a natural gas distribution system within the City rights-of-way to allow for negotiations to occur, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:
 - 1.1. City: The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this Ordinance and any other areas later added thereto by annexation or other means.
 - 1.2. City Manager: The City Manager of the City of Shoreline or designee.
 - 1.3. Days: Calendar days.
 - 1.4. Facilities: All gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices; and all other equipment, appliances, attachments, and appurtenances utilized by PSE in the operation of activities

authorized by this Ordinance. The abandonment by PSE of any Facilities as defined herein shall not act to remove the same from this definition.

- 1.5. PSE: Means Puget Sound Energy, Inc. a Washington corporation, and its successors and assigns.
- 1.6. Permittee: A person who has been granted a permit by the Permitting Authority, and PSE operating under Section 5.8 Blanket Permit of this Agreement.
- 1.7. Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.8. Person: An entity or natural person.
- 1.9. Right-of-way: As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Shoreline.

2. **Franchise Granted.**

- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to PSE, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a franchise beginning on the effective date of this Ordinance ("Franchise").
- 2.2. This Franchise shall grant PSE the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to install, construct, operate, maintain, repair, replace, and use Facilities for a natural gas distribution system, in, under, on, across, over, through, along or below the Right-of-way, as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.
- 2.3. This Franchise specifically does not authorize PSE to place facilities or to otherwise utilize Facilities in the Right-of-way to provide telecommunications, cable television, point-to-point data communications, or similar services either via wire or wireless technologies regardless of whether these services are provided to any person outside PSE's organization. This Section does not restrict PSE's ability to utilize telemetric devices to monitor and operate its natural gas distribution system or to monitor and control the usage of natural gas.
- 2.4. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any Right-of-way. Such Franchise shall in no way prevent or prohibit the City from using any Right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance,

and improvement of new Right-of-way or other public properties of every type and description.

3. **Franchise Term.** The term of the Franchise granted hereunder shall be for the period of one (1) year counted from the last day of the calendar month in which this Ordinance becomes effective.

4. **City Ordinances and Regulations.**

4.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating PSE's exercise of its rights under this Franchise. PSE shall promptly conform with all such regulations, unless compliance would cause PSE to violate requirements of state or federal law.

5. **Right-of-Way Management.**

5.1. PSE's Facilities shall be maintained within the Right-of-way and PSE's activities shall be undertaken in such a manner, so as not to unreasonably interfere with the free and safe passage of traffic and unobstructed use of adjoining property in accordance with City standards and regulations.

5.2. **Excavation And Notice Of Entry.**

5.2.1. PSE shall at all times post and maintain proper barricades and comply with all applicable safety regulations during any period of construction or maintenance activities within the Right-of-way as required by City or state regulations, including RCW 39.04.180, for the construction of trench safety systems.

5.2.2. Whenever PSE excavates in the Right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-way. In no case shall any such work commence within any Right-of-way without a permit, except as otherwise provided in this Ordinance. PSE shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 5.12 of this Franchise.

5.2.3. At least ten (10) days prior to its intended construction of Facilities, except those activities exempted from permit requirements in accordance with Sections 5.7 and 5.8 or activities that will impact the use of the adjacent property for less than a four (4) hour period. PSE shall inform all residents in the immediately affected area that a construction project will commence, the dates and nature of the project, and provide a toll-free or local number which the resident may call for further information. A pre-printed door hanger may be used for this purpose.

5.2.4. PSE shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that extend above ground level consistent with sound engineering practices, City regulations, and state law.

- 5.2.5. At least twenty-four (24) hours prior to entering Right-of-way adjacent to or on private property to perform the installation, maintenance, repair, reconstruction, or removal of facilities, except those activities exempted from permit requirements in accordance with Sections 5.7 and 5.8 or activities that will impact the use of the adjacent property for less than a four (4) hour period, a written notice describing the nature and location of the work to be performed shall be physically posted upon the affected private property by PSE.
- 5.3. Abandonment of PSE's Facilities. PSE shall not abandon in place any of its Facilities within the Right-of-way without the prior written consent of the City Manager. Absent consent to abandon in place, abandoned Facilities shall be removed from the Right-of-way within 180 days of the discontinuation of their active utilization, or in accordance with a written removal plan authorized by the City Manager. All necessary permits must be obtained prior to such work.
- 5.4. Restoration after Construction.
- 5.4.1. PSE shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Right-of-way, promptly restore the Right-of-way to at least the condition the same was in immediately prior to any such installation, construction, relocation, maintenance or repair in accordance with City standards at its sole cost and expense. All concrete encased monuments which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications.
- 5.4.2. If it is determined that PSE has failed to restore the Right-of-way in accordance with this Section 5.4, the City shall provide PSE with written notice including a description of actions the City believes necessary to restore the Right-of-way. If the Right-of-way is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, may restore the Right-of-way. PSE shall be responsible for all costs and expenses incurred by the City in restoring the Right-of-way in accordance with this Section. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.
- 5.5. Bonding Requirement: Before undertaking any of the work authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the City Manager as reasonably sufficient to ensure performance of PSE's obligations under this Franchise. The bond shall be conditioned so that PSE shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Right-of-way discovered within a period of two years from the final City inspection date of any such restoration. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.
- 5.6. Recourse Against Bond: With respect to undertaking any of the work authorized by this

Franchise, in the event PSE fails to perform its obligations in accordance with the terms and conditions of this Franchise and further fails to cure its deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by PSE pursuant to Section 5.5 to cure such deficiency.

- 5.6.1 In the event the City makes use of such bond(s) furnished by PSE pursuant to Section 5.5, the City shall promptly provide written notice of same to PSE. Within thirty (30) days of receipt of such notice, PSE shall replenish or replace such bond(s) pursuant to Section 5.5.
- 5.6.2 The rights reserved to the City by this Section 5.6 are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of a right under this Section 5.6 shall constitute an election or waiver of any rights or other remedies the City may have.
- 5.7. Emergency Work, Permit Waiver. In the event of any emergency where any Facilities located in the Right-of-way are broken or damaged, or if PSE's construction area within the Right-of-way is in such a condition as to place the health or safety of any person or property in imminent danger, PSE shall immediately take any necessary emergency measures to repair or remove its Facilities or otherwise make its construction area safe without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve PSE from later obtaining any necessary permits for the emergency work. PSE shall apply for the required permits the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical.
- 5.8. Blanket Permit. PSE shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of this Section 5.8 provided that the terms "Minor Activities" and "Blanket Activities" are defined in a specifically negotiated Blanket Permit Definitions. All other activities will require a separate permit in accord with City ordinances.
 - 5.8.1. The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.
 - 5.8.2. The Permittee shall provide a quarterly list of permit activity by the months of April, July, October, and January listing the previous quarter's activity authorized under this Section.
 - 5.8.3. The Permittee shall provide payment of inspection fees for the quarterly activity on a quarterly basis in accordance with this Section 5.8. No statements will be provided by the City.
 - 5.8.4. For each separate use of the Right-of-way under this Section, and prior to commencing any work on the Right-of-way under this Section, the Permittee shall:
 - 5.8.4.1. Fax or otherwise deliver to the Permitting Authority, at least twenty-four (24) hours in advance of entering the Right-of-way, a City Inspection Request Form, as provided by the Permitting Authority, which shall include at a minimum the

following information: Franchise number, street address nearest to the proposed work site, and description of work to be performed.

5.8.4.2. Fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority within twenty-four (24) hours after completing work.

5.8.5. In the event the Permittee fails to comply with any of the conditions set forth in Section 5.8, the City is authorized to suspend or terminate the Permittee's authority to operate under this Section 5.8 by providing Permittee written notice of such suspension or termination and the basis therefore.

5.8.6. The City reserves the right to alter the terms and conditions of Section 5.8 and the terms and conditions of the Blanket Permit Definitions by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this subsection, including any change in the permit inspection/processing fee stated in Blanket Permit Definitions, shall thereafter apply to all subsequent work performed pursuant to this Section 5.8. Further, the City may terminate the Permittee's authority to work in the Right-of-way under a Blanket Permit as provided by the terms of this Section at any time without cause by providing thirty (30) days written notice to the Permittee. Any such modification or termination shall not affect the remaining terms and conditions of this Franchise or impair the rights and obligations of the Parties under those remaining terms and conditions.

5.9. Safety.

5.9.1. PSE shall exercise the rights granted in this Franchise in accordance with applicable safety rules and regulations.

5.10. Dangerous Conditions, Authority for City to Abate.

5.10.1. In the event that PSE's Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining Right-of-way, public or private property, the City Manager may direct PSE, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

5.10.2. In the event PSE fails to promptly take action as directed by the City, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and PSE shall be responsible to reimburse the City for its costs. The City's authority to act upon PSE's Facilities hereunder is specifically limited to actions, taken by trained emergency response personnel, to stop the flow of natural gas actively contributing to a dangerous condition in the face of PSE's failure to timely respond to the City's request for such action.

5.11. Relocation of Facilities.

- 5.11.1. PSE agrees to protect, support, temporarily disconnect, relocate or remove from the Right-of-way its Facilities without cost to the City, when so required by the City to facilitate the completion of or as a result of a public project, provided that PSE shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the Right-of-way and upon approval by the City, any Facilities required to be temporarily disconnected or removed. As used in this Section, the term "public project" is a project included in any future City adopted six-year Capital Improvement Program and consistent with the City's Comprehensive Plan as currently adopted or hereinafter amended.
- 5.11.2. If the City determines that a Public Project necessitates the relocation of PSE's existing Facilities, the City shall:
- 5.11.2.1. As soon as possible, but not less than sixty (60) days prior to the commencement of such Public Project, provide PSE with written notice requiring such relocation; and
 - 5.11.2.2. Provide PSE with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for PSE's Facilities.
 - 5.11.2.3. After receipt of such notice and such plans and specifications, PSE shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the Public Project or at such later time as mutually agreed by the City and PSE.
- 5.11.3. PSE may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise PSE in writing if any of the alternatives are suitable to accommodate the Public Project. If so requested by the City, PSE shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by PSE full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, PSE shall relocate its Facilities as provided in this Section.
- 5.11.4. If the City requires the subsequent relocation of Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section, then the City shall bear the entire cost of such subsequent relocation.

If the City vacates any Right-of-way with PSE Facilities, the City shall reserve an easement in its vacation ordinance adequate for the repair, maintenance and replacement of the Facilities and sited along the location of the Facilities, provided that no easement shall be reserved if the vacation is for a Public Project and the Facilities are to be relocated under this Section 5.11. No easement shall be reserved if the vacation is conditioned upon a vacation petitioner's payment for the cost of relocating existing Facilities to another Right-of-way or private easement including necessary service reconnections caused by the relocation.

5.11.5. The provisions of this Section 5.11 shall in no manner preclude or restrict PSE

from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not part of a Public Project, provided that such arrangements do not unduly delay or increase the cost of a related Public Project.

- 5.12. PSE's Maps and Records. PSE agrees to provide the City, upon reasonable request and without charge, copies of available as-built plans, maps, and records, in use by PSE, that show the approximate vertical and horizontal location of its Facilities at specified locations within the Right-of-way. If available, such maps shall also be provided in Geographical Information System (GIS) or other digital electronic format used by the City. All such maps and records will be provided for informational purposes only. PSE does not warrant the accuracy of any map or other information provided under this Section 5.12, and to the extent the location of Facilities are shown, such locations are approximate.
- 5.13. Utility Location. Nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.
- 5.14. Underground Installation. PSE hereby affirms its understanding and agreement that its activities within the City must comply with Shoreline Municipal Code ("SMC") 13.20, which establishes minimum requirements and procedures for the underground installation of electric and communication facilities, to the extent it applies to PSE's activities under this Franchise. Consistent with that regulation, PSE shall install Facilities under this Franchise underground subject to and in accordance with tariffs on file with the Washington Utilities and Transportation Commission; provided, that PSE may install above ground those Facilities that must be so installed in order to function properly. PSE will also share information and otherwise cooperate with the City and other utility providers to serve the objectives of SMC 13.20.

6. **Planning Coordination.**

- 6.1. Growth Management. PSE agrees, as follows, to participate in the development of, and reasonable updates to, the utilities element of the City's comprehensive plan:
 - 6.1.1. PSE will participate in a cooperative effort with the City to ensure that the Utilities Element of Shoreline's Comprehensive plan is accurate as it relates to PSE's operations and is updated to ensure its continued relevance at reasonable intervals.
 - 6.1.2. PSE shall submit information related to the general location, proposed location, and capacity of existing and proposed Facilities as requested by the City Manager within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.
- 6.2. System Development Information. PSE will assign a representative whose responsibility shall be to coordinate with the City on planning for City Capital Improvement Program projects. At a minimum, such coordination shall include the following:

- 6.2.1. By March 1st of each year, PSE shall provide the City Manager or his designee with a schedule of its planned capital improvements, which may affect the Right-of-way for that year;
 - 6.2.2. PSE shall meet with the City, other franchisees and users of the Right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and
 - 6.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
 - 6.2.4. PSE will cooperate with the City to extend its natural gas distribution system into areas of the City that do not have natural gas service available in conjunction with City road improvement projects subject to applicable PSE tariffs on file with the Washington Utilities and Transportation Commission.
- 6.3. Emergency Operations. The City and PSE agree to cooperate in the planning and implementation of emergency operations response procedures.

7. Indemnification.

- 7.1 PSE hereby agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to the extent the same is caused by the negligent acts or omissions of PSE, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, claims against the City to the extent they arise as a result of the negligent acts or omissions of PSE, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any right-of-way or other public place in performance of work or services permitted under this franchise. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, PSE shall satisfy the same to the extent it is based on a claim or demand which is covered by PSE's indemnification obligations hereunder. In the event any claim or demand presented to, or suit or action is commenced against, the City based upon any such claim or demand, the City shall promptly notify PSE thereof, and PSE may elect, at its sole cost and expense, to settle and compromise such suit or action, or defend the same with attorneys of its choice. If any such claim or demand is subject to RCW 4.24.115 and caused by or results from the concurrent negligence of (a) the City, its elected or appointed officials, or its agents or employees; and (b) PSE, or PSE's agents or employees, then in such event the defense and indemnity provisions provided for in this subsection shall be valid and enforceable only to the extent of PSE's negligence.
- 7.2 The City shall not be liable upon, and PSE shall indemnify and defend the City from and against, any claim which is caused by the acts or omissions of PSE in exercising its rights under this Franchise and is asserted by any person against the City for injury to any person or damage to property, to the extent such claim is asserted solely on the basis of the City's ownership or control of the Right-of-way or the City's grant of this Franchise

to PSE.

- 7.3 PSE's indemnification obligations pursuant to this Franchise shall be valid and enforceable with respect to actions brought against the City by PSE's own employees and the employees of PSE's agents, contractors, and subcontractors notwithstanding PSE's immunity under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that the foregoing waiver is limited solely to claims against the City arising by virtue of PSE's exercise of the rights set forth in this Franchise and excludes claims against PSE or claims arising from and to the extent of the negligent acts or omissions of the City, its officials, employees or agents. The obligations of PSE under this Franchise have been mutually negotiated by the parties hereto, and PSE acknowledges that the City would not enter into this Franchise without PSE waiver thereof. To the extent required to provide this indemnification and this indemnification only, PSE waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees.
- 7.4 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of PSE's indemnification obligations. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

8. **Insurance.**

- 8.1. In lieu of the insurance requirements set forth below in this Section 8 and with the concurrence of the City, PSE may utilize a combination of operating reserves and excess liability insurance to protect against such risks in such amounts as are consistent with good utility practice. To secure such concurrence, PSE and the City may, from time to time, review PSE's financial position and risk management program. Upon PSE's acceptance of this Franchise and upon reasonable request thereafter, PSE shall provide the City with reasonable written evidence that such protection is being maintained.
- 8.2. Except as otherwise provided in Subsection 8.1, PSE shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to PSE, its agents or employees. A combination of self-insurance and excess liability insurance may be utilized by PSE. Upon PSE's acceptance of this Franchise, PSE shall provide to the City a certificate of insurance and/or evidence of self-insurance evidencing the following required coverages and limits:
- 8.2.1. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$4,000,000 Combined Single Limit per accident for bodily injury and property damage; and
- 8.2.2. Commercial General Liability insurance policy and self-insurance coverage providing combined coverage of no less than \$50,000,000 combined single limit

per occurrence and \$50,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. If coverage is provided by self-insurance or a policy of insurance written on a claims made rather than occurrence basis, PSE agrees to maintain the same levels of self-insurance or claims made policy coverage, or to purchase endorsements providing additional reporting periods in which claims otherwise covered by the claims made policy or self-insurance may be reported, for a period of three (3) years following either the discontinuance of the claims made policy or self-insurance or the termination of this Franchise, whichever is earlier.

- 8.3. Payment of deductible or self-insured retention shall be the sole responsibility of PSE.
- 8.4. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall, contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. PSE's insurance shall be primary. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of PSE's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

9. **Enforcement.**

- 9.1. A substantial violation or breach of this Franchise by PSE shall include, but shall not be limited to, the following:
 - 9.1.1. An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;
 - 9.1.2. An intentional evasion or knowing attempt to evade any material provision of this Franchise or practice of any fraud or deceit upon the City;
 - 9.1.3. An uncured failure to pay fees that may be associated with this Franchise, if any.
- 9.2. In the event either party shall fail to comply with the terms of this Franchise, the other party shall provide the non-complying party with detailed written notice of any alleged violation or breach. The party who is allegedly in non-compliance shall have a period of 60 days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or PSE reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of

default, the non-defaulting party may terminate this Franchise.

- 9.3. The City or PSE may, in its discretion, provide an additional opportunity for the other to remedy any violation or breach and come into compliance with this Franchise so as to avoid termination.
- 9.4. Any violation or breach by PSE continuing to exist after the expiration of the notice and cure periods identified in Section 9.2 may be remedied by the City at PSE's expense.
10. **Force Majeure.** Neither party will be subject to penalty for any non-compliance with this Franchise or delay in compliance of any of its obligations hereunder where such compliance is prevented or delayed by acts of God (except normal weather conditions for the Shoreline-Seattle area), fire, explosion, accident, flood, epidemic, war, riot, rebellion, interruption or rationing of fuel supply, or other unexpected and uncontrollable event ("force majeure events"). If a force majeure event occurs, this Section will only apply if the Party intending to seek the protections of this Section notifies the other Party in writing. The City may continue to exercise its rights to abate any Dangerous Condition consistent with Section 5.10.
11. **Survival.** All of the provisions, conditions and requirements of Sections 5.3 Abandonment of PSE's Facilities, 5.4 Restoration After Construction, 5.10 Dangerous Conditions, Authority For City To Abate, 7. Indemnification, 8. Insurance, and other sections of this Franchise that may be reasonably construed to survive the termination or expiration of this Franchise shall survive such termination or expiration. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto and all privileges, as well as all obligations and liabilities of each party shall inure to their respective heirs, successors and assigns.
12. **Severability.** If any Section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.
13. **Assignment.** This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City, which shall not be unreasonably withheld. The City may recover from PSE any actual administrative expenses incurred by the City during its review of any transfer proposed by PSE.
- 13.1. An assignment of this Franchise shall be deemed to occur if there is an actual change in control or where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised.

- 13.2. Except as otherwise provided herein, PSE shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of PSE. Every change, transfer, or acquisition of control of PSE shall cause a review of the proposed transfer. In the event that the City denies its consent and such change, transfer or acquisition of control has been effected, the Franchise is terminated.
- 13.3. PSE shall be permitted, without the City's approval, to mortgage its rights, privileges and authority in and under this Franchise to the trustee under its mortgage indenture for the benefit of its bondholders.
14. **Notice.** Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:
- | | |
|---------------------------------|--------------------------------|
| Puget Sound Energy | City Manager City of Shoreline |
| P.O. Box 90868 | 17500 Midvale Avenue N. |
| Bellevue, WA 98009-0868 | Shoreline, WA 98133-4921 |
| Attn: Municipal & Land Planning | |
15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.
16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.
17. **Entire Agreement.** Except for the Blanket Permit Definitions to be prepared in accordance with Section 5.8, this Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.
18. **Amendment.** Except for the Blanket Permit Definitions to be prepared in accordance with Section 5.8, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.
19. **Supremacy.** This Franchise represents the dominant agreement between the parties. In the event of any conflict between this Franchise and any City ordinance or permit, the terms of this Franchise shall control. In the event, however, of any conflict between the provisions of this Franchise and PSE's applicable tariff on file with the Washington Utilities and Transportation Commission or a successor state regulatory authority, the tariff shall control for the duration of that conflict, provided, that PSE shall provide the City written notice within five (5) days of filing any proposed tariff or amended tariff which would affect the terms of this Franchise or any rights of the City hereunder.

20. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to PSE. PSE shall have sixty (60) days from receipt of the certified copy of this Ordinance to accept in writing the terms of the Franchise granted to PSE in this Ordinance.
21. **Publication Costs.** In accord with state law, this Ordinance shall be published in full. The costs of said publication shall be borne by PSE.
22. **Effective Date.** This Ordinance shall take effect and be in full force on the first day of the first full month at least five days following the publication of this Ordinance.

PASSED by the City Council on this 9th day of October, 2017.

APPROVED:

Christopher Roberts, Mayor

ATTEST:

Jessica Simulcik Smith
City Clerk

APPROVED AS TO FORM:

Margaret King
City Attorney

Date of Publication: _____
Effective Date: _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Requirements to Provide Voter Registration Materials to Tenants – Sponsored by Deputy Mayor Winstead and Councilmember McGlashan
DEPARTMENT:	City Manager’s Office
PRESENTED BY:	Alex Herzog, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Deputy Mayor Winstead and Councilmember McGlashan have requested that Council discuss enacting revisions to the Shoreline Municipal Code that would require landlords to provide voter registration materials to tenants upon signing a rental agreement. State law already requires that landlords provide information on a number of aspects of the facilities being rented at the time a rental agreement is signed, including fire safety and protection, health hazards associated with exposure to indoor mold, and the landlord’s address and contact information ([RCW 59.18.060](#)). If the City Council were to adopt the legislation covered in tonight’s discussion, landlords would be required to include King County Elections-prepared materials in addition to the materials required by State law.

The Seattle City Council, on June 19, 2017, passed legislation (Attachment A) similar to that being discussed tonight. Seattle property owners are now required to provide to tenants voter registration information about how to register to vote (or update voter registration information) and a voter registration form (Attachment B) in addition to its summary of Washington State and City of Seattle landlord/tenant regulations. Seattle’s summary of regulations (Attachment C) includes a number that exceed the State’s, such as obligations of landlords and tenants, just cause for eviction, actions considered to be harassment or retaliation, and other Seattle ordinances that affect tenants and landlords. Seattle’s Department of Construction and Inspections (SDCI) manages the processes of outreach and enforcement with regard to its numerous tenant-landlord regulations. Neither SDCI nor landlords are required (or encouraged) to advise tenants about registering to vote, provide guidance on a tenant’s eligibility to vote, or assist a tenant in completing or submitting registration forms.

Aside from standard building and property maintenance codes, the City does not have any other tenant-landlord regulations.

RESOURCE/FINANCIAL IMPACT:

There is no impact to tonight's discussion. However, if Shoreline enacts regulations requiring landlords to provide voter registration materials to tenants upon signing a rental agreement, outreach and enforcement would fall to the City. Shoreline may need additional full-time staff for purposes of outreach and enforcement of such regulations. And, providing hardcopy materials to landlords may have a small financial impact on the City though materials would presumably be primarily provided electronically.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss the various aspects of legislation requiring landlords to provide voter registration information and materials to tenants. Council should also determine if there are any further questions or information that staff should bring back for Council consideration, and if Council would like to consider this type of legislation for adoption.

Approved By: City Manager **DT** City Attorney **JA-T**

BACKGROUND

State law already requires that landlords provide information on a number of aspects of the facilities being rented at the time a rental agreement is signed, including fire safety and protection, health hazards associated with exposure to indoor mold, and the landlord's address and contact information ([RCW 59.18.060](#)).

The Seattle City Council, on June 19, 2017, passed legislation (Attachment A) similar to that being discussed tonight. Seattle property owners are now required to provide to tenants voter registration information about how to register to vote (or update voter registration information) and a voter registration form (Attachment B) in addition to its summary of Washington State and City of Seattle landlord/tenant regulations. Seattle's summary of regulations (Attachment C) includes a number that exceed the State's, such as obligations of landlords and tenants, just cause for eviction, actions considered to be harassment or retaliation, and other Seattle ordinances that affect tenants and landlords.

Seattle's SDCI manages the processes of outreach and enforcement with regard to its numerous tenant-landlord regulations. Neither SDCI nor landlords are required (or encouraged) to advise tenants about registering to vote, provide guidance on a tenant's eligibility to vote, or assist a tenant in completing or submitting registration forms.

DISCUSSION

Population on the Move

The American Political Science Review found that "neither demographic nor attitudinal attributes explain lower turnout [of people who have recently moved]. Instead, the requirement that citizens must register anew after each change in residence constitutes the key stumbling block in the trip to the polls. Since nearly one-third of the nation moves every two years, moving has a large impact on national turnout rates."¹

Further, according to the Washington State Office of Financial Management, King County's population grew 2.3% from 2,105,100 to 2,153,700.² Similarly, "from July 1, 2015, to July 1, 2016, Seattle had a net gain of nearly 21,000 people — 57 a day, on average. That pencils out to a 3.1 percent population increase for the one-year period. Among the 50 most populous cities in the nation, that's easily the fastest rate of growth. Previously, Seattle had ranked fourth among big cities."³

¹ Squire, Peverill. "Residential Mobility and Voter Turnout." *The American Political Science Review*, vol. 81, no. 1, 1 Mar. 1987, pp. 45–66. *JSTOR*, www.jstor.org/stable/10.2307/1960778?ref=search-gateway:fcf7e58288fabb193c046bdf9f69d06d.

² Washington State Office of Financial Management. "Office of Financial Management." *OFM | Historical Estimates April 1*, 10 Dec. 2012, www.ofm.wa.gov/pop/april1/hseries/default.asp.

³ Gene Balk / FYI Guy. "Seattle Once Again Nation's Fastest-Growing Big City; Population Exceeds 700,000." *The Seattle Times*, The Seattle Times Company, 25 May 2017,

Of course, growth itself does not account for all movement within the area. Residents within the State, County, and city presumably move frequently within the region too. Seattle City Councilmember Kshama Sawant stated that “Landlords are uniquely positioned because of the landlord-tenant relationship to provide voter registration information to tenants who have recently moved to Seattle or within Seattle.”

Voting Materials and Voter Registration Form

If this type of legislation were adopted by the City Council, registration forms and information like those in Attachment B would be included in rental materials required by State law; the City would not have to develop its own materials for this purpose. King County Elections has already developed comprehensive voting information and materials, including voter registration materials in a number of languages.

Enforcement and Outreach

If Shoreline enacts regulations requiring landlords to provide voter registration materials to tenants upon the signing of a rental agreement, outreach and enforcement would fall to the City. Shoreline may need additional full-time staff for purposes of outreach and enforcement of such regulations. In contrast, Seattle’s SDCI has full-time staff available for enforcement and outreach.

With regard to outreach, Seattle’s SDCI plans to have a presence at community events whereby staff will disperse materials and information about the numerous landlord-tenant rules, including those pertaining to voter registration. All materials will also be available on its website.

Seattle’s SDCI has four full-time staff that enforce tenant protection orders. Seattle Municipal Code Section 7.24.120 states that first and second violations shall be enforced by citation and subsequent violations may be handled via notice of violation which could include corrective actions. Any person failing to comply with these provisions “shall be subject to a cumulative penalty of up to \$150 per day for each violation from the date the violation begins for the first ten days of noncompliance; and up to \$500 per day for each violation for each day beyond ten days of noncompliance until compliance is achieved.” If a civil court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000. Seattle’s regulations also allows tenants to terminate a lease with written notice if their landlord fails to provide the voter registration information.

FINANCIAL IMPACT

There is no impact to tonight’s discussion. However, if Shoreline enacts regulations requiring landlords to provide voter registration materials to tenants upon signing a rental agreement, outreach and enforcement would fall to the City. Shoreline may need additional full-time staff for purposes of outreach and enforcement of such regulations.

And, providing hardcopy materials to landlords may have a small financial impact on the City though materials would presumably be primarily provided electronically.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss the various aspects of legislation requiring landlords to provide voter registration information and materials to tenants. Council should also determine if there are any further questions or information that staff should bring back for Council consideration, and if Council would like to consider this type of legislation for adoption.

ATTACHMENTS

- Attachment A: City of Seattle Ordinance No. 125334, Requiring that Landlords Provide Information to Tenants About How to Register to Vote and How to Update Voter Registration Information
- Attachment B: King County Elections Voter Information and Voter Registration Form
- Attachment C: City of Seattle Summary of State and City landlord/tenant regulations



SEATTLE CITY COUNCIL

Legislative Summary

CB 118993

Record No.: CB 118993

Type: Ordinance (Ord)

Status: Passed

Version: 2

Ord. no: Ord 125334

In Control: City Clerk

File Created: 05/15/2017

Final Action: 06/23/2017

Title: AN ORDINANCE relating to residential rental properties; amending Sections 7.24.060, 7.24.070 and 7.24.080 of the Seattle Municipal Code; requiring that landlords provide information to tenants about how to register to vote and how to update voter registration information.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Sawant

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Council Bill 118993_Evaluation Amendment.pdf

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	05/16/2017	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	06/01/2017	sent for review	Energy and Environment Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Energy and Environment Committee						
	Notes:						
1	Full Council	06/05/2017	referred	Energy and Environment Committee			
	Action Text: The Council Bill (CB) was referred. to the Energy and Environment Committee						
	Notes:						
1	Energy and Environment Committee	06/13/2017	pass				Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).

Notes:

In Favor: 3 Chair Sawant, Vice Chair Juarez, Member González

Opposed: 0

1 Full Council 06/19/2017 passed as amended Pass

Action Text: The Motion carried, the Council Bill (CB) was passed as amended by the following vote, and the President signed the Bill:

Notes: **ACTION 1:**

Motion was made by Councilmember Juarez, duly seconded and carried, to amend Council Bill 118993, by adding a new Section 3, and renumbering the remaining section accordingly, as shown in the underlined language below:

Section 3. The City Council requests that the Seattle Department of Construction and Inspections (SDCI) work with King County Elections to identify opportunities to track voter registrations that result from implementation of the ordinance introduced as Council Bill 118993. This could include developing a unique web address for online registrations, created by King County, and/or providing a customized voter registration form that can be tracked, to be included in the landlord-tenant information packets prepared by SDCI. This information would be used to evaluate the impact of this legislation.

ACTION 2:

Motion was made by Councilmember Juarez, duly seconded and carried, to amend Council Bill 118993, by amending Seattle Municipal Code 7.24.080, as shown in Attachment 1 of the minutes.

ACTION 3:

Motion was made and duly seconded to pass Council Bill 118993 as amended.

In Favor: 6 Councilmember Bagshaw, Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Sawant

Opposed: 0

2 City Clerk 06/21/2017 submitted for Mayor's signature Mayor

Legislative Summary Continued (CB 118993)

- 2 Mayor 06/23/2017 Signed
- 2 Mayor 06/23/2017 returned City Clerk
- Action Text: The Council Bill (CB) was returned. to the City Clerk
- Notes:
- 2 City Clerk 06/23/2017 attested by City Clerk
- Action Text: The Ordinance (Ord) was attested by City Clerk.
- Notes:
-

CITY OF SEATTLE

ORDINANCE 125334

COUNCIL BILL 118993

1
2
3
4 ..title

5 AN ORDINANCE relating to residential rental properties; amending Sections 7.24.060, 7.24.070
6 and 7.24.080 of the Seattle Municipal Code; requiring that landlords provide information
7 to tenants about how to register to vote and how to update voter registration information.

8 ..body

9 WHEREAS, approximately 11 percent of the U.S. population relocated between 2015 and 2016

10 per the U.S. Census Bureau, Current Population Survey, 2016 Annual Social and

11 Economic Supplement; and

12 WHEREAS, approximately 23 percent of the U.S. population who are renters relocated between

13 2015 and 2016 per the U.S. Census Bureau, Current Population Survey, 2016 Annual

14 Social and Economic Supplement; and

15 WHEREAS, studies show that there is low voter participation among persons who have recently

16 relocated; and

17 WHEREAS, 41 percent of renters who had lived in their home for more than five years reported

18 that they voted in 2014 per the U.S. Census Bureau, Current Population Survey,

19 November 2014; and

20 WHEREAS, only 21 percent of renters who had lived in their home for less than one year

21 reported that they voted in 2014 per the U.S. Census Bureau, Current Population Survey,

22 November 2014; and

23 WHEREAS, providing voter registration information to a tenant when a rental agreement is

24 offered to a tenant may increase voter participation among tenants who have recently

25 relocated; and

1 WHEREAS, landlords are uniquely positioned because of the landlord-tenant relationship to
2 provide voter registration information to tenants who have recently moved to Seattle or
3 within Seattle; and

4 WHEREAS, increasing voter participation is a proper exercise of the police power to protect and
5 promote the health, safety, and welfare of the general public; NOW, THEREFORE,

6 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

7 Section 1. Section 7.24.060 of the Seattle Municipal Code, last amended by Ordinance
8 125222, is amended as follows:

9 **7.24.060 Private right of action**

10 * * *

11 B. Remedies for tenants if landlord fails to comply

12 1. If a landlord fails to comply with the requirements of subsections
13 7.24.080.A, ~~((or))~~ 7.24.080.B, or 7.24.080.C and such failure was not caused by the tenant, the
14 tenant may terminate the rental agreement by written notice pursuant to law.

15 2. In addition to the remedy provided by subsection 7.24.060.B.1, if a
16 landlord fails to comply with the requirements of Section 7.24.080, the tenant may recover in a
17 civil action from the landlord actual damages, attorney fees, and a penalty of up to \$500. If a
18 court determines that the landlord deliberately failed to comply with the requirements of Section
19 7.24.080, the penalty may be up to \$1,000.

20 Section 2. Section 7.24.070 of the Seattle Municipal Code, last amended by Ordinance
21 125222, is amended as follows:

22 **7.24.070 ~~((Summaries of))~~ Information packets for landlords and tenants ~~((rights))~~**

1 A. The Department shall, as soon as practicable after passage of the ordinance
2 introduced as Council Bill ((418817)) 118993, and as the Department shall deem necessary
3 thereafter, prepare a packet that includes:

4 1. ((a)) A summary of this ((chapter)) Chapter 7.24, and of the Housing and
5 Building Maintenance Code, the Tenant Relocation Assistance Ordinance, the Condominium
6 Conversion Ordinance, the Cooperative Conversion Ordinance, the Mobile Homes and Mobile
7 Home Parks Ordinance, the Third Party Billing Ordinance, the Rental Registration and
8 Inspection Ordinance, and the Washington State Residential Landlord Tenant Act, describing the
9 respective rights, obligations, and remedies of landlords and tenants thereunder((;)) ; and ((shall
10 make such summaries available at cost for public inspection and copying. The summaries
11 prepared by the Department shall serve as informational documents only, and nothing therein
12 shall be construed as binding on or affecting any judicial determination of the rights and
13 responsibilities of landlords and tenants, nor shall the Department be liable for any misstatement
14 or misinterpretation of the applicable laws.))

15 2. Information describing how to register to vote and how to update voter
16 registration, including updates to reflect a person's new address. The information shall include a
17 voter registration form.

18 B. The Department shall make the summary described in subsection 7.24.070.A.1
19 available to the public at cost. The Department shall make the information and voter registration
20 form described in subsection 7.24.070.A.2 available to landlords at no cost, and to the public at
21 cost.

22 C. The packet prepared by the Department includes informational documents only,
23 and nothing in the summaries therein shall be construed as binding on or affecting any judicial

1 determination of the rights and responsibilities of landlords and tenants, nor is the Department
2 liable for any misstatement or misinterpretation of the applicable laws.

3 Section 3. Section 7.24.080 of the Seattle Municipal Code, last amended by Ordinance
4 125222, is amended as follows:

5 **7.24.080 Distribution of ~~((summaries))~~ information packets by landlord required**

6 A. A copy of ~~((summaries))~~ the packet described in Section 7.24.070 that includes
7 the summary prepared by the Director pursuant to ~~(Section 7.24.070)~~ subsection 7.24.070.A.1
8 that pertains to the type of tenancy or activity described in ~~((a))~~ that summary, shall be provided

9 to any tenant or prospective tenant by or on behalf of a landlord when such rental agreement is

10 offered, whether or not such agreement is for a new or renewal rental agreement. For a renewal

11 of a rental agreement, the landlord may provide the copy of the ~~((summaries))~~ summary to the

12 tenant electronically. A landlord must distribute the ~~((summaries))~~ summary annually to tenants

13 having month-to-month tenancies.

14 B. A copy of the packet described in Section 7.24.070 that includes the information
15 and voter registration form described in subsection 7.24.070.A.2 shall be provided by a landlord
16 to any tenant or prospective tenant when a new rental agreement is offered by the landlord.

17 C. ~~((Where))~~ If there is an oral agreement, the landlord shall give the tenant copies of
18 the ~~((summaries))~~ packet described in Section 7.24.070 either before entering into the oral
19 agreement or as soon as reasonably possible after entering into the oral agreement.

20 D. ~~((For existing tenants, landlords))~~ Landlords shall, within 30 days after the
21 Director makes the packet described in Section 7.24.070 available, ~~((or within a reasonable time~~
22 thereafter,)) distribute ~~((current copies of))~~ the ~~((summaries))~~ packet ~~((described in Section~~
23 7.24.070)) to existing tenants. After passage of the ordinance introduced as Council Bill 118993,

1 the Department shall update the packet to include the information described in subsection
2 7.24.070.A.2 and shall notify landlords that the updated packet is available for distribution to
3 existing tenants.

4 Section 3. The City Council requests that the Seattle Department of Construction and
5 Inspections (SDCI) work with King County Elections to identify opportunities to track voter
6 registrations that result from implementation of the ordinance introduced as Council Bill 118993.
7 This could include developing a unique web address for online registrations, created by King
8 County, and/or providing a customized voter registration form that can be tracked, to be included
9 in the landlord-tenant information packets prepared by SDCI. This information would be used to
10 evaluate the impact of this legislation.

11

1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 19th day of JUNE, 2017,
5 and signed by me in open session in authentication of its passage this 19th day of
6 JUNE, 2017.

7 

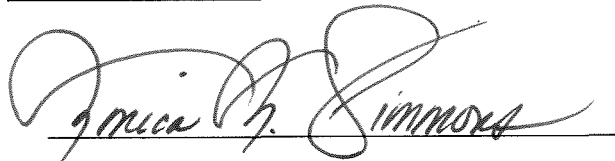
8 President _____ of the City Council

9 Approved by me this 23 day of June, 2017.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 23 day of June, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)



Contact us

Phone

206-296-VOTE (8683)
1-800-325-6165
TTY Relay: 711

Email

elections@kingcounty.gov

Online

kingcounty.gov/elections

By mail or in-person

King County Elections
919 Southwest Grady Way
Renton, WA 98057

Open weekdays
8:30 a.m. – 4:30 p.m.

Voter Registration Annex

For voter registration services only

King County Administration Building
500 4th Avenue, Room 440
Seattle, WA 98104

Open weekdays
8:30 a.m. – 1 p.m. and 2 p.m. – 4:30 p.m.

Get social with us



kcelections.com



twitter.com/kcelections



facebook.com/kcelections



instagram.com/kcelections



snapchat.com/add/kcelections



King County
Elections

A guide to Voting in King County



vote!



Register to vote

o:
gov/elections/register

Register to vote

f the United States;

ident of Washington State for
0 days before Election Day;

3 years old by Election Day;

alified from voting due to a
er; and

f Department of Corrections
n for a Washington felony

ote in more than one state. Be
any previous voter registration
ister.

Registration deadlines

er to vote at any time.

Voting materials in other languages

In addition to English, King County Elections provides voting materials in Chinese, Korean, Spanish and Vietnamese. Contact us to request voting materials in one of these languages.

How to get a ballot

By mail

Washington State votes by mail. If you are registered to vote, you will receive a ballot in the mail.

Ballots are mailed about three weeks before Election Day, earlier to military and overseas voters.

Accessible voting options

Voting by mail is a convenient option for most people. There are other options available:

- Online ballot marking program
- Accessible voting centers

Contact us or go to our website for more information.

Voters' pamphlets

A voters' pamphlet provides information about candidates and measures on the ballot. Voters' pamphlets are mailed to all households in King

Tips for voting

- Read the ballot, envelope and voters' pamphlet carefully.
- Use a black ink pen to fill out your ballot.
- Sign the declaration on the back of the return envelope.
- Your ballot will be counted even if you don't vote for every race.

How to return your ballot

You can vote and return your ballot as soon as you receive it. Returning your ballot early allows time to correct any issues with your signature so we can count your ballot. You can return your ballot to a ballot drop box or by mail.

Ballot drop box

Return your ballot to a ballot drop box, no stamp required. Your ballot must be returned to a ballot drop box by 8 p.m. election day.

You can find locations in the voters' pamphlet or on our website for the current election.

By mail

Put a first-class stamp on your ballot and mail it back to us. Your ballot must be postmarked by Election Day. Don't wait until the last minute!

Moving within King County?

There are five easy ways to update your address:

1. Online

[Update your information online](#), 24-hours a day at the Secretary of State's website. You will need one of the following:

- A current Washington State driver license
- A current Washington State ID card

2. Email

[Email King County Elections](#) with the following information:

- Your name
- Date of birth
- Old residential and mailing address
- New residential and mailing address

3. Phone

[Contact King County Elections](#) during business hours.

4. Mail

[Download and print a voter registration form](#) and mail it to [King County Elections](#). Forms are available in many languages.

5. In-person

Visit one of these locations:

- [Renton: King County Elections office](#)
- [Seattle: King County voter registration annex](#)

Moving to another county in Washington?

There are three ways to register to vote with your new county.

1. Online

[Update your information online](#), 24-hours a day at the Secretary of State's website. You will need one of the following:

- A current Washington State driver license
- A current Washington State ID card

2. Mail

[Download and print a voter registration form](#) and mail it to [King County Elections](#). Forms are available in many languages.

3. In-person

Find your [county elections department](#).

Prepared using information from the King County Elections webpage:

<http://www.kingcounty.gov/depts/elections/how-to-vote/register-to-vote/change-my-address.aspx>

What if I miss the deadline for this election?

You can still vote, [contact King County Elections](#) to get a ballot. Make sure to update your registration for the next election.

Change my language preference

King County makes voting materials available in additional languages.

Get your voting materials in [中文](#) (Chinese), [English](#), [한국어](#) (Korean), [Español](#) (Spanish), or [Tiếng Việt](#) (Vietnamese).

Print a Voter Registration Form

- [Amharic](#)
- [Arabic / العربية](#)
- [Bengali](#)
- [Burmese / မြန်မာ](#)
- [Chinese / 中文](#)
- [English](#)
- [Hindi](#)
- [Japanese / 日本人](#)
- [Khmer\(Cambodian\) / ភាសាខ្មែរ](#)
- [Korean / 한국어](#)
- [Laotian / ພາສາລາວ](#)
- [Punjabi](#)
- [Russian / Русский](#)
- [Somali / Soomaali](#)
- [Spanish / Español](#)
- [Tagalog](#)
- [Ukrainian / Український](#)
- [Vietnamese / Tiếng Việt](#)

Prepared using information from the King County Elections webpage:

<http://www.kingcounty.gov/depts/elections/how-to-vote/register-to-vote/change-my-address.aspx>

Washington State Voter Registration Form

Register online at www.myvote.wa.gov.

1 Personal Information

last first middle suffix

date of birth (mm/dd/yyyy) gender

residential address in Washington apt #

city ZIP

mailing address, if different

city state and ZIP

phone number (optional) email address (optional)

2 Qualifications

If you answer *no*, do not complete this form.

- yes no **I am a citizen of the United States of America.**
 yes no **I will be at least 18 years old by the next election.**

3 Military / Overseas Status

- yes no **I am currently serving in the military.**
Includes National Guard and Reserves, and spouses or dependents away from home due to service.
 yes no **I live outside the United States.**

4 Identification — Washington Driver License, Permit, or ID

--	--	--	--	--	--	--	--	--	--	--	--

If you do not have a Washington driver license, permit, or ID, you may use the last four digits of your Social Security number to register. x x x - x x -

5 Change of Name or Address

This information will be used to update your current registration, if applicable.

former last name first middle

former residential address city state and ZIP

6 Declaration

I declare that the facts on this voter registration form are true. I am a citizen of the United States, I will have lived at this address in Washington for at least thirty days immediately before the next election at which I vote, I will be at least 18 years old when I vote, I am not disqualified from voting due to a court order, and I am not under Department of Corrections supervision for a Washington felony conviction.

sign here

date here

Instructions

Use this form to register to vote or update your current registration.

Print all information clearly using black or blue pen. Mail this completed form to your county elections office (address on back).

Deadline

This registration will be in effect for the next election if postmarked no later than the Monday four weeks before Election Day.

Voting

You will receive your ballot in the mail. Contact your county elections office for accessible voting options.

Public Information

Your name, address, gender, and date of birth will be public information.

Notice

Knowingly providing false information about yourself or your qualifications for voter registration is a class C felony punishable by imprisonment for up to 5 years, a fine of up to \$10,000, or both.

Public Benefits Offices

If you received this form from a public benefits office, where you received the form will remain confidential and will be used for voter registration purposes only.

Registering or declining to register will not affect the assistance provided to you by any public benefits office. If you decline to register, your decision will remain confidential.

If you believe someone interfered with your right to register, or your right to privacy in deciding whether to register, you may file a complaint with the Washington State Elections Division.

Contact Information

If you would like help with this form, contact the Washington State Elections Division.

web www.vote.wa.gov
call (800) 448-4881
email elections@sos.wa.gov
mail PO Box 40229
 Olympia, WA 98504-0229

For official use:

fold in half → ←



Office of the Secretary of State
PO Box 40229
Olympia, WA 98504-0229

first class
postage
required



Please write your county elections office address below:

Attachment 3

Adams County

210 W Broadway, Ste 200
Ritzville, WA 99169
(509) 659-3249

Asotin County

PO Box 129
Asotin, WA 99402
(509) 243-2084

Benton County

PO Box 470
Prosser, WA 99350
(509) 736-3085

Chelan County

350 Orondo Ave Ste. 306
Wenatchee, WA 98801-2885
(509) 667-6808

Clallam County

223 E 4th St, Ste 1
Port Angeles, WA 98362
(360) 417-2221

Clark County

PO Box 8815
Vancouver, WA 98666-8815
(360) 397-2345

Columbia County

341 E Main St, Ste 3
Dayton, WA 99328
(509) 382-4541

Cowlitz County

207 4th Ave N, Rm 107
Kelso, WA 98626-4124
(360) 577-3005

Douglas County

PO Box 456
Waterville, WA 98858
(509) 745-8527 ext 6407

Ferry County

350 E Delaware Ave, Ste 2
Republic, WA 99166
(509) 775-5200

Franklin County

PO Box 1451
Pasco, WA 99301
(509) 545-3538

Garfield County

PO Box 278
Pomeroy, WA 99347-0278
(509) 843-1411

Grant County

PO Box 37
Ephrata, WA 98823
(509) 754-2011 ext. 2793

Grays Harbor County

100 W Broadway, Ste 2
Montesano, WA 98563
(360) 964-1556

Island County

PO Box 1410
Coupeville, WA 98239
(360) 679-7366

Jefferson County

PO Box 563
Port Townsend, WA 98368-0563
(360) 385-9119

King County

919 SW Grady Way
Renton, WA 98057
(206) 296-8683

Kitsap County

614 Division St, MS 31
Port Orchard, WA 98366
(360) 337-7128

Kittitas County

205 W 5th Ave, Ste 105
Ellensburg, WA 98926-2891
(509) 962-7503

Klickitat County

205 S Columbus, Stop 2
Goldendale, WA 98620
(509) 773-4001

Lewis County

PO Box 29
Chehalis, WA 98532-0029
(360) 740-1278

Lincoln County

PO Box 28
Davenport, WA 99122-0028
(509) 725-4971

Mason County

PO Box 400
Shelton, WA 98584
(360) 427-9670 ext 469

Okanogan County

PO Box 1010
Okanogan, WA 98840-1010
(509) 422-7240

Pacific County

PO Box 97
South Bend, WA 98586-0097
(360) 875-9317

Pend Oreille County

PO Box 5015
Newport, WA 99156
(509) 447-6472

Pierce County

2501 S 35th St, Ste C
Tacoma, WA 98409
(253) 798-VOTE

San Juan County

PO Box 638
Friday Harbor, WA 98250-0638
(360) 378-3357

Skagit County

PO Box 1306
Mount Vernon, WA 98273-1306
(360) 416-1702

Skamania County

PO Box 790, Elections Dept
Stevenson, WA 98648-0790
(509) 427-3730

Snohomish County

3000 Rockefeller Ave, MS 505
Everett, WA 98201-4060
(425) 388-3444

Spokane County

1033 W Gardner Ave
Spokane, WA 99260
(509) 477-2320

Stevens County

215 S Oak St, Rm 106
Colville, WA 99114-2836
(509) 684-7514

Thurston County

2000 Lakeridge Dr SW
Olympia, WA 98502-6090
(360) 786-5408

Wahkiakum County

PO Box 543
Cathlamet, WA 98612
(360) 795-3219

Walla Walla County

PO Box 2176
Walla Walla, WA 99362-0356
(509) 524-2530

Whatcom County

PO Box 369
Bellingham, WA 98227-0369
(360) 778-5102

Whitman County

PO Box 191
Colfax, WA 99111
(509) 397-5284

Yakima County

PO Box 12570
Yakima, WA 98909-2570
(509) 574-1340

WA State Elections Division

PO Box 40229
Olympia, WA 98504-0229
(800) 448-4881

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Information for Tenants

TRANSLATIONS

For copies of this document in Amharic, Cambodian, Chinese, Korean, Laotian, Oromiffa, Russian, Somali, Spanish, Tagalog, Thai, Tigrinya and Vietnamese, visit SDCI's website at www.seattle.gov/dpd/rentinginseattle or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

March 2017

Seattle Landlord-Tenant Laws

OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weather tight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 68°F or above and nighttime temperatures at not less than 58°F
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the only reasons for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must

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give a termination notice at least 20 days before the start of the next rental period. Good causes include:

1. The tenant fails to pay rent within 3 days of receiving a notice to pay rent or vacate.
2. The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the *Washington State Residential Landlord-Tenant Act* within 10 days of a notice to comply or vacate.
5. The owner has notified a tenant in writing at least 3 times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the SDCI Property Owner Tenant Assistance (POTA) Unit.
8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building, and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner's spouse or owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. SDCI may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. It is a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium or a cooperative.
13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if SDCI receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is \$2,000; for other tenants it is an amount equal to two months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than 8 people per dwelling unit if any are unrelated).
17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. SDCI may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to Vacate and close the property has been issued by SDCI and the tenants have failed to vacate by the deadline given in the Order.

Failure to carry out stated cause: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing the use of an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to \$3,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call SDCI at (206) 615-0808 or visit the SDCI website at www.seattle.gov/sdci.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

City law prohibits retaliatory actions against either a tenant or a landlord.

A landlord is prohibited from harassing or retaliating against a tenant by:

1. Changing or tampering with locks on unit doors
2. Removing doors, windows, fuse box, furniture or other fixtures
3. Discontinuing utilities supplied by the owner
4. Removing a tenant from the premises except through the formal court eviction process
5. Evicting, increasing rent or threatening a tenant for reporting code violations to SDCI or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
6. Entering a tenant's unit, except in an emergency, or except at reasonable times *with the tenant's consent* after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas
8. Increase the monthly housing costs without advance written notice; 30 days for a rent increase of less than 10%, 60 days for a rent increase of 10% or more
9. Increase monthly housing costs where a housing unit does not meet basic standards for habitability

In most instances the law assumes that a landlord is retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to SDCI or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection.

A tenant is prohibited from harassing or retaliating against a landlord by:

1. Changing or adding locks on unit doors
2. Removing owner-supplied fixtures, furniture, or services
3. Willfully damaging the building

For more information or to file a complaint, call SDCI at (206) 615-0808.

DEFINITION OF TENANT

With the exception of the Tenant Relocation Assistance Ordinance, a tenant is defined as a person occupying or holding possession of a building or premises pursuant to a rental agreement. This includes residents of transient lodgings who remain in residence for one month or longer. A rental agreement may be oral or in writing.

DEFINITION OF HOUSING COSTS

Housing costs include rent and any other periodic or monthly fees such as storage, parking, or utilities, paid to the landlord by a tenant.

INCREASE IN HOUSING COSTS

In the City of Seattle, a landlord must give a tenant 30 days' advance written notice of an increase in housing costs (rent, parking, storage, and other fees associated with the rental) of less than 10%; 60 days' notice is required for increases of 10% or more. An increase can only begin at the beginning of rental period, typically at the beginning of the month.

A landlord cannot increase housing costs for any housing unit that does not meet the minimum habitability standards of the Residential Rental Inspection Program. (http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s048492.pdf)

Property owners and developers cannot increase housing costs to avoid applying for a Tenant Relocation License where a rental property is going to be demolished, rehabilitated, changed in use, or where use restrictions are going to be removed. (<http://www.seattle.gov/dpd/codesrules/commonquestions/tenantrelocation/default.htm>)

THE RENTAL AGREEMENT REGULATION ORDINANCE

The City of Seattle Rental Agreement Regulation Ordinance (SMC Chapter 7.24) regulates certain aspects of residential rental agreements. It requires a landlord to provide sixty (60) days' advance written notice of an increase in housing costs of 10% or more within a twelve (12) month period; prohibits month-to-month rental agreements that require a tenant to stay a minimum period greater than one (1) month or be subject to the loss of deposits or other penalties; limits the amount of security and pet damage deposits, and move-in fees that can be charged to a tenant upon move in; allows a tenant to pay security and pet damage deposits, move-fees, and last month's rent on installment plans; requires a landlord to take and return a deposit pursuant to state law; and to distribute a summary of state and local landlord-tenant laws prepared by the City of Seattle to each prospective tenant, to each tenant upon move-in, and at the time a rental agreement is renewed. A landlord cannot retaliate against a tenant or a prospective tenant for exercising or attempting to exercise the tenant's rights under this Ordinance. The Seattle Department of Construction and Inspections enforces this ordinance. For more information call the Department's Code Compliance Division at (206) 615-0808 or follow this link: <http://www.seattle.gov/dpd/codesrules/commonquestions/rentalhousingproblems/default.htm>

Rent Increases

The City of Seattle does not regulate or control rent. However, the Rental Agreement Regulation Ordinance does require a landlord to provide at least sixty (60) days' advance written notice of any increase in housing costs of 10% or more in a twelve (12) month period; increases of less than 10% require an advance written notice of at least thirty (30) days consistent with state law. These notices must include information on how the tenant can access information on the tenant's rights and responsibilities. Housing costs include rent, parking and storage fees, and other periodic fees associated with a tenancy. Failure to provide a required sixty (60) day notice is a violation of SMC 7.24.030.A and SMC 22.206.180.

Prohibited Rental Agreement Provisions

Month-to-month rental agreements, whether verbal or in writing, cannot require a tenant to stay beyond the initial period of the agreement. A landlord cannot withhold a deposit or impose other penalties solely on the basis that a tenant moves out at the end of the initial rental period.

However, a tenant who desires to terminate a month-to-month tenancy must provide the landlord with a written notice at least twenty (20) days in advance of the end of a rental period. Landlords are not obligat-

ed to pro-rate rent when a tenant moves out after the beginning of a rental period.

Security Deposits

If a landlord wishes to collect a security deposit, the deposit and its amount must be identified in a written rental agreement. The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Additionally, the landlord must prepare and provide a tenant with a written checklist or statement describing the condition, cleanliness, and existing damage of the tenant's housing unit at the commencement of the tenancy. This statement must be signed and dated by the landlord and the tenant. The landlord must provide a copy of the checklist to the tenant for the tenant's records, and, upon request, one free replacement copy.

All security deposits must be placed in a trust account and the landlord must provide the tenant with the name, address, and location of the depository. The landlord must inform the tenant of any subsequent changes of the location of the deposit.

Security deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Damage Deposits

A landlord can charge a pet damage deposit, but it cannot exceed 25% of the first full month's rent. A pet damage deposit cannot be required for an animal if it serves as an assistance animal to the tenant. However, the tenant is responsible for any damage created by the tenant's assistance animal or the assistance animal of a guest of the tenant. A pet damage deposit may be charged in addition to any security deposit.

An agreement to pay a pet damage deposit must be included in a written rental agreement or in a written addendum to the agreement, identify the amount of the deposit, and allow the tenant to pay the deposit in installments if requested by the tenant.

If the pet's occupancy begins at the commencement of the tenancy, the deposit must be identified in the rental agreement. If the pet's occupancy begins after the commencement of the tenancy, the landlord must provide a written addendum to the rental agreement.

A landlord may not retain any portion of a pet damage deposit for damages not caused by the pet for which the tenant is responsible.

Pet damage deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Rent

The payment of rent to keep a pet is allowed.

Move-in Fees

Move-in fees are by state and city definition non-refundable.

Allowable move-in fees are limited to the cost of obtaining a tenant screening report, criminal background check, or credit report and to pay to clean the rental unit upon termination of a tenancy.

The cost for obtaining a tenant screening report cannot exceed the customary cost for obtaining such a report in the City of Seattle; a Landlord cannot charge a tenant more than the report's actual cost. The landlord must provide the tenant a receipt for any fees charged for obtaining the tenant screening report. The landlord must also provide the tenant the name and address of the reporting agency that prepared the report and the prospective tenant's right to obtain a free copy of it.

If the landlord chooses to charge a non-refundable cleaning fee, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the end of a tenancy.

Landlords are prohibited from charging any one-time fee at the beginning of a tenancy other than a security deposit, pet damage deposit, an authorized non-refundable move-in fee, or last month's rent.

Move-in fees cannot exceed 10% of the first full month's rent except in the case where the actual cost for obtaining a tenant screening report, criminal background check, or credit report exceeds 10%, the cost may be included in the non-refundable fee. However, the total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent.

Summary of Limitations on Security Deposits, Pet Damage Deposits, and Move-In Fees

The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Non-refundable move-in fees cannot exceed 10% of the first full month's rent. A pet damage deposit may not exceed 25% of the rent for the first full month.

Installment Payments

Security Deposits and Move-In Fees

If the total amount of a security deposit and non-refundable move-in fees exceeds 25% of the first full month's rent, a tenant may choose to pay the total amount in installments as follows:

- For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For tenancies between thirty (30) days and six (6)

months, a tenant may elect to pay in no more than four (4) equal installments of equal duration at the commencement of the tenancy.

- For tenancies that are month-to-month, the tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy and the second payment due on the first day of the second monthly rental period.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement. Failure to pay an installment of the security deposit and/or non-refundable fees is a breach of the rental agreement and may subject the tenant to a 10-day comply or vacate notice issued pursuant to RCW 59.12.030(4).

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of deposits and move-in fees does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Last Month's Rent

Tenants may choose to pay last month's rent in installments.

For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning on the first month of the tenancy; tenancies between sixty (60) days and six (6) months, the tenant may elect to pay in no more than four (4) equal installments of equal duration beginning at the commencement of the tenancy.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of last month's rent does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Pet Damage Deposits

A tenant may elect to pay a pet damage deposit in three (3) equal monthly installments beginning on the first full month the pet occupies the housing unit. A tenant may propose an alternative installment schedule to which the

landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

If a tenant wants to pay a security deposit, move-in fees, a pet damage deposit, or last month's rent in installments, the tenant must request such a payment plan.

Summary of Landlord and Tenant Rights

A landlord must distribute a summary of state landlord tenant law and City of Seattle rental housing codes describing the rights, obligations, and remedies of landlords and tenants under these laws. This requirement can be met by distributing the current version of the Seattle Department of Construction and Inspections Publication *Information for Tenants*. This document must be given to each prospective tenant, to a tenant at the time a rental agreement is offered, and when a rental agreement is renewed. Month-to-month tenants must receive the most current version of this document at least once a year. When a rental agreement is renewed, *Information for Tenants* maybe be distributed electronically. The current version of *Information for Tenants* can be accessed at: www.seattle.gov/dpd/cms/groups/pan/@pan/documents/web_informational/dpdd016420.pdf

If a landlord fails to distribute the summary in accordance with these requirements, a tenant may terminate the rental agreement by written notice. In addition, the tenant may recover, in a civil action against the landlord, actual damages, attorney fees, and a penalty of up to \$500. If a court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000.

Violations

A violation of the Rental Agreement Regulation Ordinance is subject to a citation in the amount of \$500 for an initial violation and \$1,000 for each subsequent violation occurring within five (5) years of the first violation. Citations can be appealed to the City of Seattle Hearing Examiner. Violations also are subject to a Notice of Violation after the issuance of two (2) citations.

Tenant's Private Right of Action

If a landlord attempts to enforce provisions of a rental agreement which are contrary to:

1. The requirement that a rental agreement contain certain specific provisions;
2. The limitations imposed on security deposits, pet damage deposits, and non-refundable move-in fees; or
3. The requirement to adopt an installment payment plan

The landlord shall be liable to the tenant for:

1. Actual damages incurred by the tenant because of the landlord's attempted enforcement;
2. Double the amount of any penalties imposed by the City of Seattle;
3. Double the amount of any security deposit unlawfully charged or withheld by the landlord;
4. Up to \$3,000; and
5. Reasonable attorney fees and court costs.

Tenant Waiver of Rights or Remedies

No residential rental agreement, whether oral or written, can waive rights or remedies under the Rental Agreement Regulation Ordinance. However, a landlord and tenant may agree to waive certain specific requirements of the Ordinance. In order to do this, the following conditions must be met:

1. The agreement must specify in writing the specific provisions to be waived;
2. The agreement cannot appear in a standard form, lease, or rental agreement;
3. There can be no substantial inequity in the bargaining positions of the landlord and tenant; and
4. The tenant must be represented by an attorney who has approved the agreement as being in compliance with the requirements of the Ordinance.

Exceptions

The provisions of this Ordinance limiting and restricting the amount of charges for security deposits and non-refundable move-in fees, and the payment of security deposits and move-fees on an installment basis do not apply to a tenant who rents a housing unit in a single-family residence if the residence is the principal residence of the property owner.

Also, exempted from regulation are the return or retention of a security deposit, the requirement to provide a unit condition checklist, and the requirement to place a security deposit in a trust account and disclose to the tenant the location of the account. However, the Washington State Residential Landlord-Tenant Act still regulates these requirements.

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Open Housing and Public Accommodations Ordinance

This ordinance prohibits discrimination based on race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in the Housing Choice Vouchers Program (Section 8), or disability; requires landlords to rent a housing unit on first-come-first-served basis; and to accept subsidies and alternative sources of income to pay for the tenant's housing costs. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

2. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact SDCI Code Compliance at (206) 615-0808.

3. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. It is a violation of this ordinance to increase housing costs for the purpose of avoiding applying for a Tenant Relocation License. Call SDCI at (206) 615-0808 for more information.

4. Repair and Maintenance—Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. If an owner does not make necessary repairs, a tenant can report needed repairs by calling SDCI at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

5. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

6. Rental Registration and Inspection Ordinance (RRIO)

The purpose of the Rental Registration and Inspection program is to ensure that all rental housing in the City of Seattle is safe and meets basic housing maintenance requirements. Beginning in 2014 all

owners of residential housing in Seattle, with certain limited exceptions, must register their properties with the City. A registration is good for five years. No tenant can be evicted from a property if the property is not registered with the City. With a few exceptions, all properties must be inspected at least once every ten years. These inspections can be conducted by City-approved inspectors or by City housing/zoning inspectors. Information about the RRIO Program can be obtained by calling (206) 684-4110 or going to the program website at www.seattle.gov/RRIO.

The Washington Residential Landlord-Tenant Act

Chapter 59.18 RCW. GOOD FAITH OBLIGATION

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until the tenant gives the landlord written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

Fixed Term Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases for longer than one year must be notarized.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recognizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.

LIABILITY

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to the landlord's negligence, the tenant must be prepared to accept responsibility for damages he or she causes.

ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day written notice of his intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

DEPOSITS AND OTHER FEES

Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in

good repair, and maintain any appliances which are provided with the rental

- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.
- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating systems
- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of

other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]

- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

THREATENING BEHAVIOR BY A TENANT OR LANDLORD (RCW 59.18.352 and 354)

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file an unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. [RCW 59.18.200]

MAKING CHANGES TO A FIXED LEASE TERM

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the property is sold. The sale of the property does not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

- 1) Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
- 2) Litigation or arbitration can be used to work out the dispute.
- 3) The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

An Important Note: If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

- 4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
- 5) Rent in Escrow - After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility shutoffs. [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept — to a total of \$1,000. [RCW 59.18.230(4)]

Renting condemned property. [RCW 59.18.085] The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

Retaliatory actions. [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

ENDING THE AGREEMENT

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease term. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

Proper Notice to Leave for Leases—Armed Forces Exception. A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Proper Notice to Leave for Month-to-Month Agreements. When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required. If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If

the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

Proper Notice to Leave for Month-to-Month Agreements—Armed Forces Exception. A month-to-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Domestic Violence Protection. A tenant who has given written notice to the landlord that he or she or a household member was a victim of domestic violence, sexual assault or stalking, may immediately terminate a rental agreement when a valid order for protection has been violated or the tenant has notified the appropriate law enforcement officers of the violation. A copy of the order must be made available to the landlord. The tenant must terminate the rental agreement within 90 days of the act or event leading to the protection order or report to appropriate law enforcement. [RCW 59.18.575]

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 21 days in which to return a deposit, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 21 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

EVICCTIONS

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment.

For not complying with the terms of the rental agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a “waste or nuisance.” If a tenant destroys the landlord’s property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant’s use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no option to stay and correct the problem.

For violations within drug and alcohol free housing. If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

Notice. In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with RCW 59.12.040.

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an “unlawful detainer” action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff’s office.

DESIGNATION OF AN INDIVIDUAL TO ACT ON BEHALF OF A TENANT UPON THE DEATH OF THE TENANT (RCW 59.18.590)

A tenant who is the sole occupant of a dwelling unit can designate a person to act on the tenant’s behalf upon the death of the tenant independently or at the request of a landlord. The designation must be in writing separate from any rental agreement. It must include the designated person’s name, mailing address, an address used for the receipt of electronic communications, a telephone number, and a signed statement authorizing the landlord in the event of the tenant’s death (when the tenant is the sole occupant of the dwelling unit) to allow the designated person to access the tenant’s dwelling unit, remove the tenant’s property, receive refunds of amounts due to the ten-

ant, and to dispose of the tenant’s property consistent with the tenant’s last will and testament and any applicable intestate succession law, and a conspicuous statement that the designation remain in effect until it is revoked in writing by the tenant or replaced with a new designation. The designated person’s right to act on the behalf of the deceased tenant terminates upon the appointment of a personal representative for the deceased tenant’s estate or the identification of a person reasonably claiming to be a successor of the deceased tenant pursuant to law.

ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]

Abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than \$50, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than \$50, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant’s property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

See RCW 59.18.310.

This procedure does not apply to the disposition of property of a deceased tenant. See “Abandonment Related to the Death of a Tenant” below.

ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is vacant. Tenants will be provided with a form to request the landlord store the tenants's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than \$100, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is \$100 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice, the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs cannot exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

See RCW 59.18.312.

ABANDONMENT RELATED TO THE DEATH OF A TENANT (RCW 59.18.595)

When a landlord learns of the death of a tenant who is the sole occupant of a dwelling unit, the landlord must promptly mail or personally deliver a written notice to any known personal representative, designated person, emergency contact person, or known successor to the tenant. The notice must include the name of the deceased tenant and address of the dwelling unit, the approximate date of the tenant's death, the amount of the monthly rent and the date to which it is paid. The notice must include a statement that the tenancy will terminate 15 days from the date the notice is mailed or personally delivered, or the date through which the rent has been paid, whichever is later, unless during this 15 day period a tenant representative makes arrangements with the landlord to pay rent in advance for no more than 60 days from the date of the tenant's death in order to arrange for the removal of the deceased tenant's property, and that the tenancy will be over at the end of the period for which the rent has been paid. The notice must also include a statement that failure to remove the tenant's property before the tenancy is terminated or ends will permit the landlord to enter the dwelling unit and take possession of any property found on the premises, store it in a reasonably secure place, and charge the actual or reasonable costs, whichever is less, for moving and storage of the property, and that after appropriate notice, sell or dispose of the property as provided for in law. A copy of any designation of a person to act on the deceased tenant's behalf must be attached to the notice.

The landlord must turn over possession of the tenant's property to a tenant representative upon receipt of a written request if this request is made prior to the termination or end of the tenancy, or any other date agreed to by the parties. The tenant representative must provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession and not ownership of the property.

If no tenant representative claims the deceased tenant's property, the landlord must mail a second written notice before selling or disposing of a deceased tenant's property. If a tenant representative has made arrangements to pay rent in advance, the landlord must mail this second notice to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This second notice must include the name, address, and telephone number or contact information for the tenant representative who made arrangements to pay rent in advance, the amount of rent paid in advance, and date through which the rent is paid. The notice

must include a statement that the landlord may sell or dispose of the property on or after the date through which the rent is paid or at least 45 days after the second notice is mailed, whichever date comes later, if the tenant representative does not claim or remove the property.

If the landlord places the property in storage, the landlord must mail a second written notice (if this has not already been done) to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This notice must include a statement that the landlord may sell or dispose of the property on or after a specified date that is at least 45 days after the second notice is mailed, if the tenant representative does not claim and remove the property.

The landlord must turn over possession of the deceased tenant's property to the tenant representative if a written request is made in a timely manner. The tenant representative must pay the actual or reasonable costs, whichever is less, of any moving and storage of the property, and provide to the landlord an inventory of all the removed property and a signed acknowledgment that the tenant representative has been given possession and not ownership of the property.

If a tenant representative does not contact the landlord or remove the deceased person's property in a timely manner, the landlord may sell or dispose of the stored property, except for personal papers and personal photographs. If the fair market value of the property is more than \$1,000, the landlord must sell the property in a commercially reasonable manner. All unsold property must be disposed of in a reasonable manner. If the value of the stored property is less than \$1,000, the landlord must dispose of the property in a reasonable manner.

The personal papers and photographs that are not claimed by a tenant representative must be retained for 90 days after the sale or disposal of the deceased tenant's property and must either be destroyed or held for benefit of any successor of the deceased tenant.

No landlord or an employee of the landlord may acquire, either directly or indirectly, a deceased tenant's property that is sold or otherwise disposed of. The landlord may apply the proceeds of the sale of the deceased tenant's property toward any money owed to the landlord for the actual and reasonable cost of moving and storing the property, whichever is less. If there is excess income, it must be held by the landlord for one year. If no claim is made on the excess income before the expiration of the one year period, the balance must be deposited with the Washington State Department of Revenue as abandoned property.

The landlord must refund to the tenant representative any unearned rent and give a full and specific state-

ment of the basis for retaining any deposit together with the payment of any refund due to the deceased tenant within 14 days after the removal of the property by the tenant representative.

If a landlord knowingly violates these abandonment provisions, the landlord can be liable to the deceased tenant's estate for actual damages. The prevailing party in any action related to these requirements may recover costs and reasonable attorneys' fees.

RECEIPTS

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash. This includes payment for rent, deposits, fees, parking, storage, or any other costs associated with a tenancy. See RCW 59.18.063.

COPIES OF DOCUMENTS

If a checklist describing the physical condition of a rental unit is completed pursuant to RCW 59.18.260 and SMC 7.24.030.C, a copy signed by both the landlord and the tenant must be provided to the tenant.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy. See RCW 59.18.065.