



# AGENDA

## SHORELINE CITY COUNCIL REGULAR MEETING

Monday, October 2, 2017  
7:00 p.m.

Council Chamber · Shoreline City Hall  
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
<b>1. CALL TO ORDER</b>		7:00
<b>2. FLAG SALUTE/ROLL CALL</b>		
(a) Proclamation of Safe Shoreline Month	<u>2a-1</u>	
<b>3. REPORT OF THE CITY MANAGER</b>		
<b>4. COUNCIL REPORTS</b>		
<b>5. PUBLIC COMMENT</b>		
<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>		
<b>6. APPROVAL OF THE AGENDA</b>		7:20
<b>7. CONSENT CALENDAR</b>		7:20
(a) Approving Minutes of Special Meeting of September 11, 2017	<u>7a-1</u>	
(b) Motion Authorizing the City Manager to Enter into the Wastewater Utility Operating Services Agreement Between the City of Shoreline and the Ronald Wastewater District	<u>7b-1</u>	
(c) Adopting Resolution No. 417 – Establishing Customer Service Policies to Manage a Wastewater Enterprise	<u>7c-1</u>	
(d) Authorizing the City Manager to Execute a Contract for \$207,942.78 with Evergreen Maintenance Landscaping LLC for Parks Landscape and Maintenance Services	<u>7d-1</u>	
(e) Adopting Ordinance No. 780 – Amending the Shoreline Municipal Code Establishing City Governance Authority to Own and Operate a Wastewater Utility	<u>7e-1</u>	
(f) Adopting Ordinance No. 797 – SMC 13.12 Floodplain Management Code Update for FEMA Requirement	<u>7f-1</u>	
<b>8. STUDY ITEMS</b>		
(a) Discussing Resolution No. 419 - Calling on Congress to Swiftly and Comprehensively Address Federal Immigration Reform Generally	<u>8a-1</u>	7:20

and Deferred Action for Childhood Arrivals in Particular to Protect the Legal Status of Dreamers - Sponsored by Mayor Roberts

- |     |  |             |      |
|-----|--|-------------|------|
| (b) | Discussing Hidden Lake Dam Removal and Boeing Creek Restoration Projects Update  | <u>8b-1</u> | 7:40 |
| (c) | Discussing Ordinance No. 800 – Granting the Ronald Wastewater District a Non-Exclusive Franchise to Construct, Maintain, Operate, Replace and Repair a Sanitary Sewer System within Public Rights-of-Way | <u>8c-1</u> | 8:20 |

**9. ADJOURNMENT**

8:30

*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](http://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 COUNCIL AGENDA ITEM**

### **CITY OF SHORELINE, WASHINGTON**

**AGENDA TITLE:** Proclamation Declaring Safe Shoreline Month  
**DEPARTMENT:** Community Services Division  
Shoreline Police Department  
**PRESENTED BY:** Brian Dixon, Emergency Management Coordinator  
Pat Raftis, Shoreline Police Captain  
**ACTION:**        ☐ Ordinance        ☐ Resolution        ☐ Motion  
                 ☐ Discussion        ☐ Public Hearing    ☒ Proclamation

#### **ISSUE STATEMENT:**

Every year disasters disrupt the lives of thousands throughout the United States. Being prepared for such emergencies can reduce fear, anxiety and losses that might otherwise occur. To highlight emergency preparedness, the month of October has been declared "Washington State Disaster Preparedness Month".

As well, crime and the fear of crime destroy our trust in others. The vitality of our City depends on how safe we keep our homes, neighborhoods, schools, and the community. To remind our citizens to stay vigilant about community safety and crime prevention, the month of October has also been declared "National Crime Prevention Month".

Given the confluence of these awareness campaigns, the City is proclaiming the month of October as Safe Shoreline Month. This proclamation highlights the proactive and innovative work the City is doing in the areas of policing and emergency management. Programs such as Storm Ready, Shoreline Watch, R.A.D.A.R. and Nurturing Trust bring staff, police and the community together to focus on building trusted relationships. By knowing one another, residents are more vigilant and observant and citizens, and staff and Shoreline Police understand how best to respond at times of emergency and crisis. Together these factors combine to make the community safer.

Community members and business are encouraged to implement preparedness and prevention measures and to participate in these City sponsored programs. Accepting the proclamation on behalf of the City are Emergency Management Coordinator Brian Dixon and Shoreline Police Captain Pat Raftis.

#### **RECOMMENDATION**

The Mayor should read and present the proclamation.

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



## **PROCLAMATION**

WHEREAS, the City of Shoreline places a high priority on the safety and security of its citizens; and

WHEREAS, the City Council has established a Goal to “promote and enhance the city’s safe community and neighborhood programs and initiatives”; and

WHEREAS, the Shoreline Police Department have established Shoreline Watch, Nurturing Trust and the R.A.D.A.R programs, among others initiatives, to engage the community in crime prevention activities and provide policing that is responsive to residents’ mental health needs; and

WHEREAS, the Shoreline Emergency Management Program focuses on community preparedness and the City has been recognized as a Storm Ready Community; and

WHEREAS, the month of October has been declared “Washington State Disaster Preparedness Month” and “National Crime Prevention Month”;

NOW, THEREFORE, I, Christopher Roberts, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim the month of October 2017 as

## **SAFE SHORELINE MONTH**

in the City of Shoreline and urge all our citizens to implement emergency preparedness and crime prevention measures at home, at work, and in their vehicles and to participate with their neighbors in emergency preparedness and crime prevention activities.

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Christopher Roberts, Mayor

**CITY OF SHORELINE**  
**SHORELINE CITY COUNCIL**  
**SUMMARY MINUTES OF SPECIAL MEETING**

Monday, September 11, 2017  
5:15 p.m.

Meet in Lobby -Tour- Shoreline City Hall  
17500 Midvale Avenue North

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

**ABSENT:** None

**STAFF:** Debbie Tarry, City Manager; John Norris, Assistant City Manager; Randy Witt, Public Works Director; Eric Friedli, Parks, Recreation, and Cultural Services Director; Lance Newkirk, Utilities & Operations Manager; David LaBelle, Roads Maintenance Supervisor; Kirk Peterson, Parks Superintendent; and Bonita Roznos, Deputy City Clerk

**GUESTS:** None

At 5:15 p.m., the meeting was called to order by Mayor Roberts.

Councilmembers and staff boarded a bus and toured the Brightwater Portal Site, the North Maintenance Facility, and the Hamlin Maintenance Yard. Randy Witt, Public Works Director, provided a brief overview of City activities performed at each location and explained that the Brightwater Portal site is not currently used. Debbie Tarry, City Manager, said the Brightwater Portal site's use includes restrictions due to the fact that it must be used for a government purpose.

Councilmembers arrived at the Hamlin Maintenance Yard and Mr. Newkirk provided a presentation on Hamlin's history, site challenges, constraints, deficiencies and risks. Mr. Witt displayed diagrams of the Brightwater Portal site and the North Maintenance Facility showing potential design and usage options. Mr. Witt explained the next step in the process is to perform a cost comparison of an expanded Hamlin Maintenance Facility versus making improvements to existing City facilities. Kirk Peterson, Parks Superintendent, and David LaBelle, Roads Maintenance Supervisor, provided Councilmembers a tour of the Parks and Public Works Maintenance work and storage spaces in the Hamlin Maintenance Yard.

Councilmembers asked if the needs of the Parks Maintenance Division were included in the TCF Architects Study and where emergency equipment is located. They noted the facility's inadequate work and conference room space, and the lack of a safe space to accommodate visitors. Mr. Witt replied that Parks was not included in the TCF Study and Mr. Newkirk confirmed that emergency equipment is stored at the Hamlin Maintenance Yard.

Councilmembers and staff boarded the bus and returned to City Hall.

At 6:50 p.m. the meeting was adjourned.

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Bonita Roznos, Deputy City Clerk

DRAFT

## **CITY COUNCIL AGENDA ITEM**

### **CITY OF SHORELINE, WASHINGTON**

**AGENDA TITLE:** Motion to Authorize the City Manager to Enter Into the Wastewater Utility Operating Services Agreement Between the City of Shoreline and the Ronald Wastewater District

**DEPARTMENT:** City Manager's Office

**PRESENTED BY:** John Norris, Assistant City Manager

**ACTION:**        ☐ Ordinance        ☐ Resolution        ☒ Motion  
                 ☐ Discussion        ☐ Public Hearing

#### **PROBLEM/ISSUE STATEMENT:**

On October 22, 2002 the City and Ronald Wastewater District entered into a 15-year Interlocal Agreement in regards to provision of sanitary sewer services. At the end of this 15 year term, the mutual goal was for the City to fully assume the entirety of the Ronald Wastewater District. However, continued litigation, as well as additional county administrative processes related to the assumption, have impacted the timing of the assumption as contemplated by the 2002 Interlocal Agreement, requiring an extension of the final assumption date so as to assure that the transition of the District to the City occurs in an orderly fashion.

On June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allows for a two (2) year extension of the agreement, with an option for the City to extend for an additional two (2) years. The First Amendment also provided for a Wastewater Utility Operating Services Agreement between the City and District, where the City would operate the utility on behalf of the District during the term of the First Amendment. Tonight, Council is scheduled to adopt the Wastewater Utility Operating Services Agreement. The Ronald Wastewater District Board of Commissioners adopted the Operating Services Agreement on September 25.

#### **RESOURCE/FINANCIAL IMPACT:**

The City has already contemplated the assumption of the Ronald Wastewater District in its budget, including the transfer of District employees. This amendment is not anticipated to impact that budget except for those duties/responsibilities that were budgeted for that will remain with the Ronald Wastewater District.

#### **RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into the Wastewater Utility Operating Services Agreement between the City of Shoreline and the Ronald Wastewater District.

Approved By:        City Manager **DT**    City Attorney **MK**

## **BACKGROUND**

On October 22, 2002 the City and the Ronald Wastewater District (District) entered into a 15-year Interlocal Operating Agreement in regards to sanitary sewer services. At the end of this 15 year term on October 23, 2017, the mutual goal was for the City to fully assume the District as specifically authorized by Washington State Law.

As the City Council is aware, numerous steps have been taken to achieve the assumption of the District by the City, including but not limited to, the joint development of an Assumption Transition Plan, the filing of notice of intentions with boundary review boards in King and Snohomish Counties, and the City defending its authority to assume the entirety of the Ronald Wastewater District in various court proceedings. The City's actions in regards to the boundary review boards, in both King and Snohomish Counties, and the courts have resulted in the need for additional time to effectuate an orderly, seamless transition of governance of the District, which has long been the goal of the City, so as to ensure no disruption in this public service for the community.

To this end, on June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement (Attachment A) which allows for a two (2) year extension of the agreement, with an option for the City to extend for an additional two (2) years. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport061217-7e.pdf>.

The First Amendment also provided for some additional key items, including:

1. District employees becoming City employees on October 23, 2017 under the same terms and conditions as set forth in the original 2002 Interlocal Agreement;
2. Certain District contracts transferring and being assigned to the City;
3. A Wastewater Utility Operating Services Agreement being developed;
4. The District Board of Commissioners continuing to exist and exercise their duties; and
5. Interlocal Operating Agreement Fees being extended until 2019.

With regard the Wastewater Utility Operating Services Agreement, the First Amendment specifically states that the Agreement will provide for the following items:

- The District will contract with the City for all services and functions in operating, maintaining, and improving the sanitary sewer system.
- The District will contract with the City for all administrative services and functions, including utility billing, customer service, and account management; provided, however, that the District may retain an independent contractor(s) to support the Board.
- The City will be able to use District facilities and real estate.
- The City and District will coordinate and pursue capital projects or public works projects that are identified in the District's Capital Improvement Plan.
- The City and District will coordinate on the District's utility relocation agreement with Sound Transit.
- The Agreement will provide for notice and communication regarding any "Major Actions", as defined in the First Amendment.

- The Agreement will address other matters necessary and appropriate to include in a utility operating service agreement under the circumstances.

Tonight, Council is scheduled to adopt the Wastewater Utility Operating Services Agreement. The Ronald Wastewater District Board of Commissioners adopted the Operating Services Agreement on September 25.

### **DISCUSSION**

The proposed Wastewater Utility Operating Services Agreement (Attachment B) address the items noted above and which are called out in the First Amendment to the 2002 Interlocal Operating Agreement. The Operating Services Agreement also provides further clarity about City operation and maintenance of the sanitary sewer system and City performance of certain administrative and financial functions. The following section provides information on the key sections of the Wastewater Utility Operating Services Agreement:

- **Section 1, Purpose and Definitions:** This section identifies the purpose of the Agreement, as initially articulated in the First Amendment to the 2002 Interlocal Operating Agreement, and identifies key definitions of terms used in the Agreement.
- **Section 3, Term:** The term of the Agreement aligns with the term of the First Amendment of the 2002 Interlocal Operating Agreement, which is for two years, plus, at the City's sole option, an additional two years.
- **Section 6, City and District Engagement:** This section outlines the level and format of engagement the City, as the utility service provider, will provide the District Board of Commissioners, as the legislative body responsible for the oversight and ownership of the utility.
- **Section 7, Services Provide:** This section outlines all of the services the City will provide the District under the terms of the Operating Services Agreement. This includes operational and maintenance services, billing and customer services and financial administration.
- **Section 9, Real Estate:** This section outlines that while the District will continue to own all of its real property, the City will use the District's buildings for operation of the utility. The real property will become assets of the City upon the full assumption of the District by the City, but not during the term of the Agreement. This section also outlines the thresholds for maintenance and repair of the real property.
- **Section 10, Wastewater System:** This section outlines that the District will continue to own their wastewater system (pipes, pump stations, etc.), and the City will use these facilities to operate the utility. These facilities will become assets of the City upon the full assumption of the District by the City, but not during the term of the Agreement. This section also outlines the thresholds for maintenance and repair of the wastewater system.
- **Section 11, Vehicles and Equipment:** This section outlines that District vehicles and equipment will be transferred to the City, and the City will own and use these vehicles to operate the utility. The District will fund the vehicle replacement costs of the vehicles as they reach the end of their useful life. This

section also outlines the thresholds for maintenance and repair of vehicles and equipment.

- **Section 12, Policies and Code Provisions:** The City will operate the utility consistent with the District's 2010 Comprehensive Plan, current Code, Developer Extension Manual, Customer Service Policies, and Operations and Maintenance Manual.
- **Section 15, Capital Improvement Planning:** The District will continue to be responsible for their CIP and will manage and fund capital projects.
- **Section 19, Budget and Reimbursement Payment:** The District will pay the City for services based on the budgeted cost of operations. The City will strive to maintain growth in maintenance and operations costs to less than the Consumer Price Index for the Seattle/Tacoma/Bremerton area. The District Board of Commissioners will approved the budget presented by the City.
- **Section 20, Insurance:** Both the City and District will provide insurance coverage and coordinate the coverage as identified in the agreement.

### **RESOURCE/FINANCIAL IMPACT**

The City has already contemplated the assumption of the Ronald Wastewater District on or before October 2017 in its budget, including the transfer of District employees. This amendment is not anticipated to impact that budget except for those duties/responsibilities that were budgeted for that will remain with the Ronald Wastewater District.

### **RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into the Wastewater Utility Operating Services Agreement between the City of Shoreline and the Ronald Wastewater District.

### **ATTACHMENTS**

Attachment A – First Amendment to 2002 Interlocal Operating Agreement  
Attachment B – Wastewater Utility Operating Services Agreement

**FIRST AMENDMENT OF INTERLOCAL OPERATING AGREEMENT BETWEEN  
THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT RELATING  
TO SANITARY SEWER SERVICES WITHIN SHORELINE’S CITY LIMITS**

THIS FIRST AMENDMENT OF INTERLOCAL OPERATING AGREEMENT (“First Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”) by and between the City of Shoreline, a Washington Non-Charter Optional Municipal Code City (the “City”) and Ronald Wastewater District, a special purpose municipal corporation (the “District”).

**WHEREAS**, on October 22, 2002, the City and the District entered the *Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits* (the “2002 Interlocal Operating Agreement”); and

**WHEREAS**, the purpose of the 2002 Interlocal Operating Agreement is to guide the activities, resources and efforts of the City and the District to provide the citizens of the entire City and the ratepayers served by the District with an efficient, high quality and well maintained sanitary sewerage wastewater system at a reasonable cost and to provide an orderly and predictable transition of the wastewater utility from District to City ownership; and

**WHEREAS**, the 2002 Interlocal Operating Agreement provided for a 15-year term to complete the transition and the assumption process, which caused the District and the City to work toward the mutual goal of having the City fully “assume” and incorporate the entire District into the City by October 23, 2017 (the “2017 Target Date”); and

**WHEREAS**, the parties continue to perform the 2002 Interlocal Operating Agreement in good faith and intend to complete the orderly transition of the wastewater utility, including assumption proceedings before the Boundary Review Board of both King County and Snohomish County where the District is located, but entities in Snohomish County have questioned and challenged the District’s and the City’s right to provide sewer service to its entire service area including the Point Wells Service Area; and

**WHEREAS**, the recent and continuing actions of third parties to oppose the District’s service and corporate boundaries in Snohomish County and the City’s planned assumption of the entire District located in both King and Snohomish County, consistent with the 2002 Interlocal Operating Agreement, have the effect of frustrating the parties’ goal to complete the assumption of the District by the 2017 Target Date; and

**WHEREAS**, as a result, an amendment to the 2002 Interlocal Operating Agreement is necessary and appropriate to provide for the City to implement part of the assumption by the 2017 Target Date, for the District to continue to exercise its rights, powers and functions during the transition, and for the City to take jurisdiction over all of the District after conclusion of administrative proceedings and litigation opposing the assumption; and

**WHEREAS**, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and

sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have approved the execution of this Agreement;

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein as is if fully set forth below, and the terms and provisions contained herein, the City and the District agree as follows:

Section 1. Prior Agreement and Intent of Amendment. The City and the District agree to amend the 2002 Interlocal Operating Agreement as expressly set forth herein. Except as expressly set forth herein, the 2002 Interlocal Operating Agreement, as amended, will remain in full force and effect for the term and duration of this First Amendment.

1.1 All terms and provisions of the 2002 Interlocal Operating Agreement are incorporated herein and, specifically and without limitation, sections 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of the 2002 Interlocal Operating Agreement also apply to this First Amendment.

1.2 This First Amendment and the 2002 Interlocal Operating Agreement constitute the entire agreement between the parties with respect to its subject matter.

Section 2. Term of First Amendment.

2.1 This First Amendment shall be in full force and effect and binding upon the parties hereto upon its execution ("Effective Date") and shall continue in full force and effect two (2) years from the effective date, unless terminated sooner pursuant to its terms or written agreement of the parties.

2.2 The City, at its sole option, may no less than three (3) months prior to the end of the term of this First Amendment extend this First Amendment for an additional two (2) years by providing written notice to the District.

Section 3. Actions as of the 2017 Target Date. The City and the District agree that the following actions or steps will now be taken and accomplished on or before the 2017 Target Date, notwithstanding any reference to assumption or transfer of system in the 2002 Agreement:

3.1 All District employees will transfer to City employment consistent with paragraph 3.7 of the 2002 Interlocal Operating Agreement.

3.2 All District contracts with vendors (not including professional services contracts and other appropriate contracts) will be transitioned or transferred to the City by assignment, renewal, or other appropriate mechanism.

3.3 The District and the City will have entered a Wastewater Utility Operating Services Agreement ("the Services Agreement") to provide, without limitation, for the following:

3.3.1 The District to contract with the City for all services and functions in operating, maintaining, and improving the sanitary sewer system.

3.3.2 The District to contract with the City for all administrative services and functions, including utility billing, customer service, and account management; provided, however, that the District may retain an independent contractor(s) to support the Board.

3.3.3 City use of District facilities and real estate.

3.3.4 Coordination and pursuit of capital projects or public works projects that are identified in the District's Capital Improvement Plan.

3.3.5 Coordination and performance of the District's utility relocation agreement with Sound Transit.

3.3.6 Provide for notice and communication regarding any Major Action, as defined below.

3.3.7 Other matters necessary and appropriate to include in a utility operating service agreement under the circumstances.

3.4 With regard to schedule for completion of the Services Agreement identified in paragraph 3.3 above, the parties intend to negotiate the proposed Services Agreement by July 31, 2017 and to approve and sign the final Services Agreement by September 15, 2017.

3.5 The City will act to extend the term of the franchise, granted to the District under paragraph 3.1 the 2002 Interlocal Operating Agreement, consistent with the term of this First Amendment.

3.6 The District and the City may provide for additional items in the Services Agreement including, but not necessarily limited to, seeking the approval of King County, pursuant to RCW 57.20.135, to designate the City as the treasurer for the District. In that event, the District agrees to take such actions to allow for such approvals, including approving and signing all documentation reasonable and necessary to seek and obtain the transfer of the treasury function. In the event that the City is designated as the District's treasurer, the City and District will prepare a separate memorandum of agreement on the subject.

#### **Section 4. District Status and Operating Procedure After the 2017 Target Date.**

4.1 The District Board of Commissioners will continue to exist, meet, and exercise its rights, privileges, powers, and functions as to levying and collecting special assessments, rates, charges, service charges, and connection fees; to pay invoices and contractual obligations; to carry out the provisions of its comprehensive plan; and to hold, manage, and protect all District property, funds, and assets.

4.2 The District agrees to coordinate with the City regarding the proposal, timing, and consideration of any potential District Board actions relating to capital expenditures, new public works projects, incurring debt, new contracts in excess of \$50,000.00 in total cost, customer sewer rates and charges, or the wastewater flow and treatment agreement with the City of Edmonds ("Major Actions"); provided, however, that District Board action relating to existing projects, sewer system

maintenance and repairs in the normal course of business, response to conditions that interrupt customer service, or emergencies do not constitute a Major Action(s).

4.3 Except as may be provided in the Services Agreement, the District will include a prominent notice of any Major Action on the agendas for two (2) regular meeting of the District Board of Commissioners before the District Board may take action to approve the Major Action.

Section 5. Interlocal Operating Agreement Fee. Paragraph 4.2 of the 2002 Interlocal Operating Agreement is amended to provide the following schedule of payments:

Year	Amount
2017	\$883,000
2018	\$909,000
2019	\$936,000

Section 6. Dissolution Petition. Notwithstanding any provision to the contrary, the City, in its sole discretion, retains all rights under paragraph 4.8 of the 2002 Interlocal Operating Agreement to execute and file a joint petition for dissolution after authorization by the City Council.

*[Signature blocks and acknowledgements to be inserted]*

## **WASTEWATER UTILITY OPERATING SERVICES AGREEMENT BETWEEN THE CITY OF SHORELINE AND RONALD WASTEWATER DISTRICT**

THIS WASTEWATER UTILITY OPERATING SERVICES AGREEMENT (“Services Agreement” or the “Agreement”) is made and entered into this 23<sup>rd</sup> day of October, 2017 by and between the City of Shoreline, a Washington Non-Charter Optional Municipal Code City (the “City” or “Shoreline”) and Ronald Wastewater District, a special purpose municipal corporation (the “District” or “Ronald”). The City and the District are each a “Party” and are collectively the “Parties” to this Agreement.

**WHEREAS**, on October 22, 2002, the City and the District entered into an agreement entitled *Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits* (the “2002 Interlocal Operating Agreement”); and

**WHEREAS**, the 2002 Interlocal Operating Agreement provided for 1) grant of franchise to Ronald for operation of a sewer system within the City’s corporate limits, which franchise rights apply solely within Shoreline’s city limits, 2) an orderly transition of the Wastewater Utility and City assumption of all District assets, liabilities and contractual obligations, and employees, including those within Snohomish County; and

**WHEREAS**, while the title and Section 3.2 of the 2002 Interlocal Operating Agreement refer to the City’s assumption of Ronald within the City’s corporate limits, other provisions of the 2002 Interlocal Operating Agreement refer to “properties not located in the District or the City,” and the City and the District have always interpreted the 2002 Interlocal Operating Agreement as providing for the City’s full assumption of all of Ronald’s assets, liabilities and contractual obligations, and employees not only within the City’s corporate limits but also within Snohomish County; and

**WHEREAS**, on June 22, 2017, the City and the District entered into an amended document entitled *First Amendment of Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline’s City Limits* (the “First Amendment”); and

**WHEREAS**, the First Amendment is conditional on the City and the District negotiating and entering into a Wastewater Utility Operating Services Agreement that provides, among other things, for City operation and maintenance of the sanitary sewer system, use of District property, for City performance of certain administrative and financial functions, coordination of planning and projects, and for the District, by and through its Board of Commissioners, to continue to own and govern the Wastewater System and District assets; and

**WHEREAS**, the City and District are authorized under chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.13A.070 to contract for the coordinated exercise of powers and sharing of resources for the efficient delivery of services to their residents, and the governing bodies of both parties have approved the execution of this Agreement;

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein as is if fully set forth below, and the terms and provisions contained herein, the City and the District agree as follows:

**Section 1. Purpose of Agreement and Definitions.**

The purpose of this Services Agreement is to set forth the roles and responsibilities of the Parties regarding Shoreline's performance of services and functions in operating and maintaining the Wastewater System and the Wastewater Utility and provision of administrative and financial services and functions and Ronald's budgeting, reimbursement, and payment for the same. The context of the Agreement is that the District exercises legislative duties as the Parties work toward final assumption. In this Agreement, the following terms have the following meanings, whether singular or plural.

1.1 "2002 Interlocal Operating Agreement" means the *Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline's City Limits*, effective October 22, 2002.

1.2 "City" or "Shoreline" means the City of Shoreline, a non-charter optional municipal code city incorporated under the laws of the State of Washington.

1.3 "Designated Representative" means the person named by each Party's Service Agreement Manager to serve as the point of contact and to facilitate and coordinate communications, meetings, schedules, the exchange of information, and related tasks.

1.4 "District" or "Ronald" means the Ronald Wastewater District, a municipal corporation organized under Title 57 RCW and governed by its Board of Commissioners.

1.5 "Effective Date" means October 23, 2017, which is the date this Services Agreement enters into force and effect.

1.6 "Financial Administration" means the process of performing daily, weekly, and monthly reconciliations as appropriate to ensure proper booking of District revenues, making disbursements on behalf of District and transmitting disbursement requests to King County, and providing disbursement reports to the District for formal approval of the Board of Commissioners in a timely fashion.

1.7 "First Amendment" means a document entitled *First Amendment of Interlocal Operating Agreement Between the City of Shoreline and Ronald Wastewater District Relating to Sanitary Sewer Services Within Shoreline's City Limits*, dated June 22, 2017.

1.8 "GFC" means the District's General Facilities Charge, which is a capital charge for connecting to the Wastewater System.

1.9 "Major Action" means an action or approval by the Ronald Board of Commissioners as set forth in Section 4.2 of the First Amendment.

1.10 “Major Proactive Vehicle Maintenance or Repairs” means maintenance or repairs of Wastewater Utility vehicles and equipment that are identified in advance of the maintenance or repair needing to occur, and exceed the approved maintenance and repair budget for the vehicle or cost more than \$2,000 per incident.

1.11 “Major Reactive Vehicle Maintenance or Repairs” means maintenance or repairs of Wastewater Utility vehicles and equipment that are identified after the vehicle has already stopped operating properly, and exceed the approved maintenance and repair budget for the vehicle or cost more than \$2,000 per incident.

1.12 “Minor Vehicle Maintenance or Repairs” means maintenance or repairs of Wastewater Utility vehicles and equipment that are within the approved maintenance and repair budget for the vehicle and costing \$2,000 or less per incident.

1.13 “O&M” means operations and maintenance.

1.14 “Real Estate” means all real property owned in fee by Ronald and held as an asset of the Wastewater Utility.

1.15 “Ronald Service Area” means all the territory located within the corporate boundaries of Ronald Wastewater District, plus those areas lying outside of the corporate boundaries of the District where the District’s sanitary sewer system and appurtenances are now or may in the future be located or where the District is providing wastewater utility service to customers.

1.16 “Service Agreement Manager” means each Party’s identified lead with responsibility for administering and overseeing this Agreement.

1.17 “WCIA” means the Washington City Insurance Association, which currently provides insurance coverage, services, and products to the City.

1.18 “WSRMP” means the Water and Sewer Risk Management Pool, which currently provides insurance coverage, services, and products to the District.

1.19 “Wastewater System” means the District’s sanitary sewer collection and conveyance system, which is generally comprised of wastewater pipes, mains, pump stations, grinder pumps, storage facilities, manholes, and appurtenances thereto, not including any wastewater treatment facilities, together with all i) contractual and other rights for wastewater treatment and disposal, and ii) easements, access rights, and other real property interests (not including fee simple).

1.20 “Wastewater Utility” means the District enterprise that owns the Wastewater System and related assets; provides sanitary sewerage services in the Ronald Service Area, including maintenance and operation of the Wastewater System, customer billing, customer service, vendor contracting, and other functions; and levies and collects rates and charges.

## **Section 2. Exhibits to Agreement and Referenced Documents.**

2.1 The following exhibits are attached to and incorporated into this Agreement.

Exhibit A: Ronald Contracts to be retained by the District.

Exhibit B: Ronald Contracts to be assigned to the City.

2.2 List of Referenced Documents in this Services Agreement:

District Comprehensive Code of Rules and Regulations Governing the Operation, Control and usage of the District's Sewage Collection Facilities

District Financial and Customer Service Policies

District Developer Extension Manual

District 2016 Operations and Maintenance Manual

District Service Area Map

District 2010 Comprehensive Sewer Plan

District Adopted Rate Schedule

## **Section 3. Term and Termination.**

3.1 This Services Agreement will take effect on the Effective Date, and it will continue in force and effect for a period of two (2) years, unless terminated sooner pursuant to its terms or written agreement of the Parties.

3.2 The City, acting in its sole discretion at least two (2) months prior to the end of the two-year term of the Agreement, may extend this Service Agreement for an additional two (2) years by providing written notice to the District.

3.3 The Parties intend for this Services Agreement to be coextensive with the First Amendment. In the event that the City files a dissolution petition under section 4.8 of the 2002 Interlocal Operating Agreement or Section 6 of the First Amendment, then this Agreement will terminate on the date such a dissolution petition takes effect.

## **Section 4. Agreement Management and Communications.**

4.1 This Agreement will be jointly managed and administered by the Parties' Services Agreement Managers:

Shoreline: the City Manager

Ronald: the President of the Board of Commissioners.

Ronald may change its Service Agreement Manager by action of the Board of Commissioners. The City and Ronald agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

4.2 Within 30 days of this Agreement taking effect, each Services Agreement Manager will designate a Designated Representative and will provide notice to the other Party. The Parties intend for their Designated Representatives to serve as the initial point of contact, to handle communications, and to carry out a Party's business under this Agreement on a day-to-day basis and in the ordinary course, with elevation to the Services Agreement Manager as necessary and appropriate. An employee, independent contractor, or official may serve as a Designated Representative. At any time, a Party may change its Designated Representatives by providing notice to the other Party.

4.3 The Parties intend for all questions, requests, information transmission, and other communications to come from and go to their respective Designated Representatives. A Party's elected officials, staff, or agents will not engage directly with the other Party's officials, staff, or agents regarding operation of the Wastewater Utility or the Wastewater System, except through the Party's Designated Representative or Services Agreement Manager.

## **Section 5. Notices.**

Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein.

## **Section 6. City and District Services Agreement Reporting and Engagement.**

6.1 Each month, the City will provide the District Board of Commissioners two written reports with oral presentations by person(s) knowledgeable about the reports, as follows.

6.1.1 Wastewater Utility Financial Report. The Financial Report shall include an Assets, Liabilities, Revenues and Expenses Statement, a Cash Reconciliation Statement, a General Facilities Charge Recap, a Billing Adjustment Report, and a Voucher Report.

6.1.2 Wastewater Utility Operations and Maintenance Report. The O&M Report will outline levels of service provided and identify other maintenance and operational activities performed by the City. The O&M Report shall also include, as necessary and appropriate, information about budget, cost, repair, capital or other issues, including potential Major Actions.

6.1.3 The City will make best efforts to provide the Financial Report and the O&M Report to the District five (5) days before a District Board of Commissioners meeting at which the relevant subject is on the agenda. The Designated Representatives will coordinate meeting schedules and agendas and the respective reports.

6.2 On a quarterly basis at a regular District Board of Commissioners meeting, the City will provide an oral presentation with written update or summary materials regarding performance of services, operation of the Wastewater Utility, budget and financial administration, and other relevant topics.

## **Section 7. Wastewater Utility Services Provided by the City.**

7.1 During the term of this Service Agreement, the District Board of Commissioners retains legislative authority over District assets and policy matters, including without limitation fixing and collecting rates and charges, holding and managing District property and assets, adopting and carrying out the District's comprehensive plan, changes to the District's Code of Rules and Regulations, and decisions on Major Actions.

7.2 During the term of this Service Agreement, the City will provide Wastewater Utility services on behalf of the District, including the following matters.

7.2.1 Operation and Maintenance of the Wastewater System. The City will operate, maintain, and repair the Wastewater System on behalf of the District in general conformance with Section 1 of the District's 2016 O&M Manual, including without limitation the following functions and tasks:

- a) Collection System
  - i. Manhole
  - ii. Grinder Pumps
  - iii. Lift Stations/Pump Stations
  - iv. Pipeline Cleaning and CCTV Inspection
  - v. Fats, Oils and Grease (F.O.G.) Program
  - vi. After hours and emergency response services.
- b) Planning and Development
  - i. Permit issuance
  - ii. Inspection of permitted work
  - iii. Mapping services (GIS)
  - iv. Recordable document creation
  - v. Certificate of Sewer Availability issuance
  - vi. Developer Extension Agreements. Utilizing the District's Developer Extension Manual, the following process will occur:

A. The City will develop a proposed extension agreement with the relevant developer(s) for District Board of Commissioners review; and

B. The District Board of Commissioners will take action to approve, deny, or otherwise dispose of any proposed extension agreement.

7.2.2 Wastewater Utility Billing and Customer Service. The City will perform the function of Wastewater Utility billing and customer service on behalf of the District. Specific functions include but are not limited to the following:

- a) The City will provide billing and customer support services for the Wastewater Utility on behalf of the District.
  - i. All billing will be based on the District's adopted schedule of rates and charges.
  - ii. The City will respond to all customer inquiries regarding rates and billing.
  - iii. The City will coordinate the delinquent collection process with the District's attorney.
- b) The City will maintain customer account information following District practices in place prior to this Agreement.

7.2.3 Financial Administration. The City will provide financial administration on behalf of the District. Specific functions include but are not limited to the following:

- a) The City will process payroll for the District Board of Commissioners and supporting staff, if any.
- b) The City will provide accounting support for the District Board of Commissioners and coordinate with the District's consulting accountant in the preparation and audit of the District Annual Financial Statement to ensure timely filing of financial statements.
- c) The City will coordinate with the State Auditor for the District's annual audit.

7.2.4 District Responsibilities in Financial Administration. During the term of this Services Agreement, the District retains control and responsibility of certain financial functions, including but not limited to the following:

- a) Continues as the fiduciary responsible for Wastewater Utility funds and the District's US Bank Account.

- b) Adopting an annual operating budget, in coordination with the City.
- c) Formal approval of the District's monthly voucher report monthly.
- d) The District maintains the direct relationship with King County, which will continue to serve as the Treasurer for the District.

## **Section 8. Wastewater Utility and Permit Payments.**

8.1 In providing Wastewater Utility services, the City will accept, receive, and account for payments for sewer or wastewater rates, charges, or fees and other District revenues or incoming funds. The City will track and account separately for all Wastewater Utility payments and monies.

8.2 Specific streams of customer payments of Ronald rates and charges will be handled as follows:

8.2.1 Payments made online, through the Automated Clearing House ("ACH"), or by mail to Retail Lockbox will follow the current process and will be deposited directly in the District's US Bank Account or at King County Treasury.

8.2.2 Payments made for GFCs will be held by the City as a liability. The amounts will be separately accounted for and will be reconciled and credited against the District's quarterly payment, except for an individual GFC payment more than \$10,000. When a single GFC payment exceeds \$10,000, the City will transfer the payment amount to the District within 20 days of receipt.

8.2.3 Cash or check payments and wastewater permit payments made at City Hall will be held by the City as a liability. The amounts will be separately accounted for and will be reconciled and credited against the District's quarterly payment.

## **Section 9. Real Estate.**

9.1 The District will continue to own all of its real property and improvements, including the District office and maintenance buildings, which are assets of the Wastewater Utility.

9.2 The City will use all District buildings for Wastewater Utility purposes. If the City uses some or all of a District property or building for other purposes, then the City will track, record, and account for such usage so as to keep the Wastewater Utility whole.

9.3 Routine Maintenance or Repairs

9.3.1 Routine maintenance or repairs of real property costing \$5,000 or less per incident will be a maintenance expense that the City will pay for and recover as a reimbursable service.

9.3.2 Routine maintenance or repairs of real property that are conducted will be communicated to the District as part of the Monthly Maintenance Report.

9.3.3 If the annual routine maintenance or repair budget is exceeded during the course of the year, the City will communicate with the District and follow the procedures herein for budget revision.

9.4 Non-Routine Maintenance or Repairs

9.4.1 Non-routine maintenance or repairs of real property costing \$5,000 or less will be performed by the City as a reimbursable service.

9.4.2 Maintenance or repairs of real property exceeding \$5,000 will be the responsibility of the District and would be paid for as a capital expenditure of the District. The City will coordinate with the District as needed to hire a contractor to complete the repair.

9.5 Emergency Maintenance or Repairs

9.5.1 If the City determines that emergency maintenance or repairs are needed that exceed the \$5,000 threshold, the City will commence repairs immediately and inform the District as soon as possible after the incident occurs.

**Section 10. Wastewater System.**

10.1 During the term of this Agreement, the District will continue to own the Wastewater System, which is an asset of the Wastewater Utility.

10.2 The City will undertake and perform all maintenance and repairs on the Wastewater System, except as expressly provided below.

10.2.1 Routine Maintenance or Repairs

- a) Routine maintenance or repairs of the Wastewater System costing \$10,000 or less per incident are a maintenance expense that the City would incur as a reimbursable service.
- b) Any routine maintenance or repairs of the Wastewater System that are undertaken will be communicated to the District as part of the Monthly Maintenance Report.

- c) If the annual routine maintenance or repair budget is exceeded during the course of the year, the City will communicate with the District and follow the procedures herein for budget amendment.

#### 10.2.2 Non-routine Maintenance or Repairs

- a) Maintenance or repairs of the Wastewater System exceeding \$10,000 per incident will be identified by the City and communicated by the Designated Representative to the District as they occur.
- b) Maintenance or repairs of the Wastewater System exceeding \$10,000 are the responsibility of the District and will be paid for as a capital expenditure of the District. The City will coordinate with the District as needed to hire a contractor to complete the repair.

#### 10.2.3 Emergency Maintenance or Repairs

- a) If the City determines that emergency repairs are needed that exceed the \$10,000 threshold, the City will commence repairs immediately and inform the District as soon as possible after the incident occurs.

### **Section 11. Vehicles and Equipment.**

#### 11.1 Ownership

11.1.1 All District vehicles, equipment, and personal property useful or necessary in operation of the Wastewater System will be transferred to the City from the District for Wastewater Utility use.

11.1.2 The City will own, use and maintain the vehicles and equipment as an asset of the Wastewater Utility. During the term of this Agreement, the vehicles will display the Ronald District logo.

#### 11.2 Replacement

11.2.1 The District will fund the vehicle replacement costs of vehicles as they reach the end of their useful life.

#### 11.3 Minor Vehicle Maintenance or Repairs

11.3.1 Minor Vehicle Maintenance or Repairs, if needed, will be the responsibility of the City.

11.3.2 If the annual Minor Vehicle Maintenance or Repair budget is exceeded during the course of the year, the City will communicate with the District and follow the procedures herein for a budget amendment.

11.4 Major Proactive Vehicle Maintenance or Repairs

11.4.1 The City will identify Major Proactive Vehicle Maintenance or Repairs that are needed and will communicate such needs and alternative solutions to the District.

11.4.2 Once communicated to the District, the District Board of Commissioners will review the proposed Major Proactive Vehicle Maintenance or Repairs and possible alternative solutions, and the Board of Commissioners will then decide whether to approve payment for the proposed maintenance or repair, to replace the vehicle altogether, or to adopt an alternative solution.

11.5 Major Reactive Vehicle Maintenance or Repairs

11.5.1 If Major Reactive Maintenance or Repairs are needed, the City will arrange for a rental/contract vehicle or equipment to temporarily replace the vehicle or equipment that is out of service and communicate to the District that a vehicle or equipment is currently not operable.

11.5.2 Once communicated to the District, the District Board of Commissioners will review the proposed Major Reactive Vehicle Maintenance or Repairs and possible alternative solutions, and the Board of Commissioners will then decide whether to approve payment for the proposed maintenance or repair, replace the vehicle altogether, or to adopt an alternative solution.

**Section 12. Policies and Code Provisions.**

12.1 The City will operate consistent with the District's Comprehensive Code of Rules and Regulations Governing the Operation, Control and usage of the District's Sewage Collection Facilities, the District's Developer Extension Manual, and the District's Customer Service Policies during the term of this Services Agreement.

12.2 The City will operate in general conformance with the District's 2016 Operations and Maintenance Manual during the term of this Services Agreement.

12.3 The City will operate the Wastewater Utility using the City's purchasing and procurement code and guidelines, unless Title 57 RCW requires otherwise.

12.4 The District will continue to follow District practices for procurement related to activities not covered under this Agreement (such as District professional service agreements, CIP, etc.).

**Section 13. Regional Coordination and Mutual Aid.**

The District is a signatory to or participant in mutual aid networks including the *Regional Coordination Framework for Disasters and Planned Events* (King County 2015), the *Regional Hazard Mitigation Plan* (King County 2014), and

with regional wastewater utilities, and the District Wastewater Utility will continue to do so in coordination with the City under this Agreement.

#### **Section 14. Existing Contracts.**

The Parties will work together and cooperate to identify and review all existing contracts and agreements to which Ronald is a party and determine the appropriate disposition of contracts. The contracts listed in Exhibit A are to be retained by Ronald and managed by the District Board of Commissioners. The contracts listed in Exhibit B will be assigned or transferred to the City to be managed and performed under this Services Agreement, and the District will undertake to complete such contract assignment by December 1, 2017.

#### **Section 15. Capital Improvement Plan and Engineering.**

15.1 The District will continue to manage the Wastewater Utility's capital improvement plan ("CIP"). The District will manage capital projects, and the District intends to staff project management through the CHS Engineering contract. The District will be responsible for developing and adopting any amendments and updates to the CIP. The District will direct CHS Engineering to keep City engineering staff informed about District CIP projects, which the Designated Representatives will coordinate.

15.2 The District will have lead responsibility for funding all projects in the CIP. In the event bond financing is necessary and appropriate for improvements in the approved District CIP, the City will authorize, issue, and sell revenue bonds (the "City Bonds") and make a loan to the District to fund all or a portion of the CIP projects. The City Bonds will be payable from revenues of the District.

15.3 Prior to the date the City Bonds are issued, the City and the District will enter into an agreement regarding the loan and use of bond proceeds, the obligation of the District to pay debt service on the City Bonds during their term or until assumption occurs, and the tax requirements applicable to any tax-exempt City Bonds.

#### **Section 16. Wastewater Comprehensive Plan.**

16.1 The City will use the District's 2010 Comprehensive Sewer Plan.

16.2 The District will continue to work on and finalize the hydraulic analysis for the two Sound Transit station areas.

#### **Section 17. Records Management and Information Technology.**

17.1 The City will serve as custodian of all District and Wastewater Utility records and files and will maintain the same on behalf of the District.

17.2 The City will provide information technology support to the District, including email, telephone, and computer network support.

17.3 The City will maintain the District web site and will coordinate customer and public information content with the Ronald Board of Commissioners. The District web site will provide a link to the City's website or software for billing and payment.

## **Section 18. Public Disclosure Act and Records Requests.**

In the event that either Party receives a request for public records relating to the Wastewater System, the Wastewater Utility, or the Ronald Wastewater District, the Parties agree that the City will take the lead role in responding to the request as a service task and responsibility. When a Party receives a public records request, the Party will promptly and without delay transmit the request to the Other Party's Designated Representative, and the Parties will coordinate and communicate in a timely manner to respond to the request. The City will be responsible for compliance with the Public Disclosure Act and liable for any non-compliance, except in the event that the District fails to timely transmit a request for public records or is otherwise at fault for non-compliance with the Public Disclosure Act.

## **Section 19. Services Agreement Budget and Reimbursement Payment.**

19.1 District will reimburse the City for services based on the budgeted cost of operations. The District will pay the City 25% of the budgeted annual costs each quarter in advance.

19.2 The budget reimbursement for 2017 will cover the period October 23 to December 31, 2017 and will be equal to a prorated portion of the District's 2017 budget adjusted for any cyclical payments that are due during this time. For the 2017 budget period, the District will pay the budgeted amount to the City by October 23, 2017.

### **19.3 City Budget Adoption Process**

19.3.1 The City will develop its Wastewater Operations Fund budget for 2018 in collaboration with the District through its Designated Representative with the intent to maintain budgeted costs as close to 2017 budget as possible.

19.3.2 The City will strive to maintain growth in maintenance and operations costs to less than the June-to-June percentage change of the consumer price index for the Seattle/Tacoma/Bremerton area ("CPI-U"). Personnel costs will grow consistent with City policy regarding cost of living adjustments ("COLA") and benefit increases.

19.3.3 The City will present a budget summary to the District Board of Commissioners prior to budget adoption in November. The summary will compare City proposed budgeted costs alone and including the projected District costs for the budgeted years being discussed so that the District can evaluate the total budget. An explanation will be provided if the maintenance and operation cost increases exceed the June-to-June percentage change of the CPI-U. A

summary of salary and benefit changes will be provided (*i.e.* percentage increase for COLA and benefits or other changes that drove an overall increase).

#### 19.4 City Budget Amendment Process

19.4.1 Budget amendments are not anticipated but may be necessary in the event that unanticipated costs are incurred in the operation of the Wastewater Utility.

19.4.2 The City will review any proposed amendments to the Wastewater Utility budget with the District Board of Commissioners prior to discussion and adoption.

19.4.3 In all proposed budget amendments, the City will provide adequate documentation to support the necessity of the amendment. In reviewing or acting on any proposed budget amendment, the District will take into consideration the explanation and reason(s) provided by the City to support the need for additional budget authority.

19.4.4 An individual budget amendment request exceeding \$5,000 requires approval by the District Board of Commissioners. An individual budget amendment request less than or equal to \$5,000 will be approved administratively by the City; provided, however, that approval by the District Board of Commissioners is required in the event such individual requests, in the aggregate, exceed \$50,000.00 in a calendar year.

19.4.5 All approved budget amendments will tracked and reported. Remaining quarterly payments will be recalculated to address the impacts of approved amendments.

#### 19.5 Annual Reconciliation

The City will perform an annual reconciliation of direct operational costs comparing actual to budget following year end close. If the City has experienced any budget savings in direct operational costs the reconciliation will result in a credit adjustment (to the amount due to the city for the current year). This credit can be applied to a single quarter or spread over remaining quarters in the year at the discretion of the District Board of Commissioners.

### **Section 20. Insurance.**

20.1 The City will carry liability coverage related to the operation of the Wastewater Utility and for use of property, and Equipment Damage.

20.2 District will maintain property coverage for District Property and liability relating to the actions of the District Board of Commissioners.

20.3 District will waive subrogation against the City only for damage covered by the District's property insurance.

20.4 For the purpose of avoiding any uninsured exposure for the District, the City expressly waives all immunity and limitation of liability under the Industrial Insurance Act, Title 51 RCW, for any claims for personal or bodily injury brought by a City employee against the District. This waiver was the result of mutual negotiations of the City and the District.

20.5 The City and District will coordinate insurance coverage to make sure that no gaps in coverage exist. Specifically, the City and the District will meet and confer in a timely fashion with the WSRMP and the WCIA to plan and obtain adequate insurance coverage for all necessary and appropriate Wastewater Utility and Wastewater System property, activities, events, and contingencies.

## **Section 21. Dispute Resolution.**

21.1 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

21.2 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Ronald and Shoreline will be governed under the dispute resolution provision in Section 11 of the 2002 Interlocal Operating Agreement. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.

21.3 Before either Party may refer a dispute to arbitration under Section 11 of the 2002 Interlocal Operating Agreement or provide a notice of the same to the other Party, the Parties will seek to resolve the dispute at the lowest possible level by completing the following steps.

21.3.1 The District's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) days, then the Parties' Designated Representatives will refer the dispute to the Parties' Services Agreement Managers.

21.3.2 The Services Agreement Managers will meet and confer and attempt to resolve the dispute. If the Services Agreement Managers cannot resolve the dispute within fourteen (14) days, then either Party may initiate arbitration.

## **Section 22. Hold Harmless and Indemnity.**

Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, damages, losses or liability, injuries, or suits (“Claims”) arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, *provided*, however, that the indemnifying Party’s obligations to indemnify, defend and hold harmless i) shall not apply to Claims caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees and ii) shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.

## **Section 23. Miscellaneous.**

23.1 This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings, and agreements with respect hereto; *provided*, however, that this Agreement is entered pursuant to, and is intended to be construed and interpreted in harmony with, the 2002 Interlocal Operating Agreement and the First Amendment.

23.2 This Services Agreement is specific to the Parties and may not be assigned in whole or in part. This Agreement is made and entered into for the sole protection and benefit of the Parties. The Parties do not intend to create any third-party beneficiaries to this Agreement, and no other person will have any right of action based upon any provision of this Agreement.

23.3 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions will continue to be valid and binding upon the Parties, who agree that the Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

23.4 This Agreement will be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the Parties arising out of this Agreement must be King County Superior Court.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have duly executed this Agreement as of the date stated below.

**CITY OF SHORELINE**

\_\_\_\_\_  
Debbie Tarry, City Manager

Date: \_\_\_\_\_, 2017

Approved as to form:

\_\_\_\_\_  
Margaret King, City Attorney

**RONALD WASTEWATER DISTRICT:**

\_\_\_\_\_  
Gretchen A. Atkinson, President, Board of Commissioners

Date: \_\_\_\_\_, 2017

Attest:

\_\_\_\_\_  
Chris J. Eggen, Secretary, Board of Commissioners

**Exhibit A**  
**Contracts Retained by Ronald**

UTILITY RELOCATION AGREEMENT, between Ronald Wastewater District and Sound Transit, January 10, 2017.

REGIONAL COORDINATION FRAMEWORK FOR DISASTERS AND PLANNED EVENTS (King County), 2015.

REGIONAL HAZARD MITIGATION PLAN (King County), 2014.

AGREEMENT BETWEEN RONALD WASTEWATER DISTRICT AND OLYMPIC VIEW WATER AND SEWER DISTRICT RELATING TO USE OF SEWER SYSTEM, December 14, 2005.

OPERATIONS AND MAINTENANCE AGREEMENT, between Ronald Wastewater District and the City of Lake Forest Park, March 13, 2003.

AGREEMENT TO TRANSFER WASTEWATER ASSETS AND SERVICE, between Ronald Wastewater District and the City of Lake Forest Park, December 30, 2002.

WASTEWATER FACILITIES USE AGREEMENT, between The City of Seattle acting by and through its Seattle Public Utilities and Ronald Wastewater District, October 1, 2001.

AGREEMENT BETWEEN THE TOWN OF WOODWAY AND SHORELINE WASTEWATER MANAGEMENT DISTRICT, a/k/a RONALD SEWER DISTRICT RELATING TO THE USE OF THE DISTRICT'S SEWERS, November 25, 1991.

AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL, between Ronald Sewer District and King County METRO, October 2, 1992.

AGREEMENT FOR WASTEWATER TREATMENT, DISPOSAL AND TRANSPORT SERVICES BY AND AMONG THE CITY OF EDMONDS, THE CITY OF MOUNTLAKE TERRACE, OLYMPIC VIEW WATER AND SEWER DISTRICT, AND RONALD SEWER DISTRICT, May 16, 1988.

AGREEMENT FOR THE JOINT USE OF SEWAGE DISPOSAL FACILITIES, between City of Mountlake Terrace and Ronald Sewer District, October 4, 1971.

PUMPING STATION JOINT USE AGREEMENT RONALD SEWER DISTRICT, HIGHLANDS SEWER DISTRICT, between Ronald Sewer District and the Highlands Sewer District, June 21, 1971.

CONTRACT FOR CONNECTION AND USE OF SEWER; between Olympic View Water District and Ronald Sewer District, September 21, 1970.

CONTRACT FOR CONNECTION AND USE OF SEWER, between Olympic View Water District and Ronald Sewer District, September 9, 1968.

CHS ENGINEERS, LLC, Engineering services (Annual Contract).

CLIFTON LARSON ALLEN, LLP, Certified Public Accounting services (Annual Contract).

**Exhibit A (continued)**  
**Contracts Retained by Ronald**

HENDRICKS-BENNETT, legal services (Annual Contract).

VAN NESS FELDMAN, legal services (Periodic Contract).

INTERLOCAL AGREEMENT WITH WATER AND SEWER RISK MANAGEMENT POOL, risk management and insurance (Annual Contract).

**Exhibit B**  
**Ronald Contracts to Assign to City**

ACCELA/SPRINGBROOK maintenance contract regarding finance and utility billing software (Annual Contract).

DATABAR customer billing service agreement (month to month).

RETAIL LOCKBOX re receipt and deposit of utility billing payments (Annual Contract).

DOXO online bill viewing and paying service agreement (Annual Contract).

CUMMINS NORTHWEST re pump station generator maintenance (Annual Contract).

SHAW ELEVATOR re pump station elevator maintenance (Annual Contract).

NORTON CORROSION LIMITED re cathodic protection systems inspection (Bi-annual Contract).

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Adopting Resolution No. 417 - Adopting a Wastewater Revenue and Customer Policy for the City of Shoreline's Wastewater Utility
<b>DEPARTMENT:</b>	Administrative Services
<b>PRESENTED BY:</b>	Sara Lane, Administrative Services Director
<b>ACTION:</b>	<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 assumption of the Ronald Wastewater District (RWD) requires that the City of Shoreline develop and implement financial and customer service policies necessary to operate a wastewater utility. City staff worked with RWD staff and a consultant experienced in the merger of utilities, FCS Group, to conduct a review of RWD policies and the City's policies to identify any changes that might be needed to ensure the adopted policies follow best practices.

The City Council discussed proposed Resolution No. 417 on August 14, 2017 and provided direction to staff to bring back the resolution for Council adoption. Tonight, Council is scheduled to adopt proposed Resolution No. 417.

**RESOURCE/FINANCIAL IMPACTS:**

No financial impacts are anticipated as a result of this discussion. The recommended code change will ensure that the City has financial and customer services policies necessary to operate a wastewater utility.

**RECOMMENDATION**

Staff recommends that the Council adopt Resolution No. 417.

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

## **BACKGROUND**

In 2002, the City and RWD, a special purpose district, entered into an Interlocal Operating Agreement to unify wastewater services with City operations. The Agreement and state law outline the assumption process between the City and RWD. Starting in 2014 and concluding earlier this year, the City and RWD developed an Assumption Transition Plan which identifies and addresses all policy issues necessary for the assumption of the District by the City. The City Council and RWD Board of Commissioners both adopted the Assumption Transition Plan on February 29, 2017.

With the adoption of the Assumption Transition Plan complete, the project moved into a transition phase, and involved City and RWD staff working collaboratively to implement the various elements of the Assumption Transition Plan, including wastewater financial policies development. To this end, the Council authorized staff to enter into an agreement with Stantec Consulting Services Inc. to assist staff in the development of new City wastewater code, update the Engineering Development Manual (EDM) and review and update financial policies in preparation for RWD assumption.

On behalf of Stantec, the review of financial policies to FCS Group, who had specific experience in the area of utility mergers. City staff worked with RWD staff and FCS Group to conduct a thorough review of RWD policies and the City's policies and identify any changes that might be needed to ensure the adopted policies follow best practices. City staff also took the opportunity to conduct an independent review of City policies to address any housekeeping changes that might be needed to existing City policies.

The propose wastewater revenue and customer policies (Exhibit A) were initially presented to the City Council on August 14, 2017. The staff report for this Council discussion can be found at the following link:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport081417-8c.pdf>.

The City Council provided direction to staff to bring back proposed Resolution No. 417 (Attachment A) for Council adoption.

## **DISCUSSION**

Proposed Resolution No. 417 incorporates the recommendations from FCS Group and is being presented tonight for adoption. As noted during the August 14 Council discussion, FCS Group recommended that the City utilize the existing RWD policies and practices in operating the wastewater utility. The majority of the RWD's utility-specific policies are included in the 20-page annual rate resolution adopted by RWD just before the beginning of each year. The FCS Group notes that the policies are well defined and do not need to be adopted annually and recommends that only the rate table be adopted each year. City staff concur with this approach and recommend that the City adopt the Wastewater Revenue and Customer Policies by proposed Resolution No. 417, effective immediately upon formal assumption of RWD by the City.

The following table provides a high level summary of the topics (by section) covered in the policy:

<b>Topics</b>		<b>Summary/Key Points</b>
Definitions and Abbreviations		
Section 1	Properties Subject to This Policy	Properties within 300 feet of a sewer line with exception for some properties with functioning septic systems in old King County Sewer District No. 3
Section 2	Structures Required to be Connected Where Sewer Lines are Available	Any improvements on property which are designed, intended or suitable for human occupancy, employment, recreation, habitation or other purpose. Also addresses demolition of structures
Section 3	Billing Procedures	Delivery by mail or electronic methods and timing of billing, duplicate bills, time limit on back billing, refunds
Section 4	Wastewater Service Charge Delinquency, Penalties, Interest, and Liens	10% delinquent payment charge, lien processing fee, interest charged should a lien be imposed. Timing for collection actions, application of payments on delinquent accounts,
Section 5	Customer Classification and Calculation of Wastewater Service Charge	Classification for Residential and Commercial customers, regular service charge and treatment charge Special Billing for Mountlake Terrace, provision for an industrial classification in the future.
Section 6	New Accounts	Estimation process for commercial accounts, mixed use properties, and new classifications.
Section 7	Surcharges	Surcharges allowed where needed where needed to support additional costs needed to service a particular area or customer. Provides for a local facilities charge for new connections from previously unsewered areas.
Section 8	Reduced Rates for Qualifying Low-Income Senior and Low-Income Disabled Citizens	Reduced rates for qualifying low income seniors. Available for property owners/occupants earning 60% of the Local Area Median Household Gross Annual Income.
Section 9	Protest/Appeal Process	Defines the process for filing a protest or appealing charges.
Section 10	General Facilities Charge and Edmonds Treatment Facilities Charge	Defines the situations where the General Facility Charge and the Edmonds Treatment Facility Charges will be applied.

### **Effective Date of Proposed Resolution No. 417**

As Council is aware, on June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allows for a two year extension of the Interlocal Agreement, with an option for the City to extend for an additional two years. Taking this action delayed the full assumption of RWD but the City should soon be operating the utility pursuant to an Operating Service Agreement utilizing RWD's existing policies.

However, staff is still recommending that Council adopt proposed Resolution No. 417 tonight so that the City's wastewater financial policies are in place once assumption occurs. Thus, the effective date of proposed Resolution No. 417 will be the date of formal RWD assumption by the City.

### **COUNCIL GOAL ADDRESSED**

This item addresses City Council Goal 2: Improve Shoreline's infrastructure to continue the delivery of highly-valued public services. The development of financial and customer service policies necessary to operate a wastewater utility addresses a major element of the RWD Assumption Transition.

### **RESOURCE/FINANCIAL IMPACTS**

No financial impacts are anticipated as a result of this discussion. The recommended code change will ensure that the City has financial and customer services policies necessary to operate a wastewater utility.

### **RECOMMENDATION**

Staff recommends that the Council adopt Resolution No. 417.

### **ATTACHMENTS**

Attachment A – Resolution No. 417

Attachment A, Exhibit A - City of Shoreline Wastewater Revenue and Customer Policy

**RESOLUTION NO. 417**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING A WASTEWATER REVENUE AND CUSTOMER POLICY FOR THE CITY OF SHORELINE'S WASTEWATER UTILITY.**

WHEREAS, on October 22, 2002, the City of Shoreline and the Ronald Wastewater District entered into an Interlocal Operating Agreement which allowed the City to assume the full management and control of the Ronald Wastewater District pursuant to chapter 35.13A RCW; and

WHEREAS, on June 12, 2017, the City of Shoreline and the Ronald Wastewater District entered into a First Amendment to the 2002 Interlocal Operating Agreement, extending that agreement for two years from the effective date of the First Amendment, unless terminated sooner pursuant to its terms or written agreement of the parties; and

WHEREAS, the City of Shoreline and the Ronald Wastewater District are currently negotiating a Wastewater Utility Operating Services Agreement, as identified in the First Amendment to the 2002 Interlocal Operating Agreement; and

WHEREAS, while the Services Agreement will identify the governing policies during this interim period of time,

WHEREAS, upon the full assumption of the Ronald Wastewater District by the City, the City will need customer service policies and practices to address the operation of the wastewater utility; and

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

**Section 1:** The City Of Shoreline Wastewater Revenue and Customer Policy, attached hereto as Exhibit A to this Resolution, is adopted as the City's customer service policies and practices for the operation of a wastewater utility.

**Section 2:** This Resolution shall be in full force and effect upon the official assumption of the Ronald Wastewater District by the City of Shoreline.

**ADOPTED BY THE CITY COUNCIL ON OCTOBER 2, 2017.**

\_\_\_\_\_  
Mayor Christopher Roberts

ATTEST:

Jessica Simulcik Smith, City Clerk

**City of Shoreline  
Wastewater Revenue and Customer Policy**

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## **Definitions and Abbreviations**

**Apple Tree Lane Accounts:** Properties on Apple Tree Lane in the Richmond Beach neighborhood, which are served by grinder pumps funded originally by the Ronald Wastewater District, and which pay a monthly surcharge through December 2020.

**Availability of Service:** Unless and until superseded by City action, defined as under the Ronald Wastewater District Rules and Regulations, Resolution No. 01-29.

**Billing Cycle:** The period for which wastewater service charges are owed, and the frequency at which they are billed. In general, residential accounts are billed bi-monthly on either odd or even months. All commercial accounts are billed monthly.

**Bi-Monthly:** Every two months.

**cf:** One cubic foot of water, a measurement used in calculating the City commercial service charges. One cubic foot is approximately 7.48 gallons.

**ccf:** 100 cubic feet of water.

**City:** The City of Shoreline, which either owns the City wastewater utility under the direction of the City Council or, during an interim period prior to assumption of the utility, operates the City wastewater utility under the authority of the Ronald Wastewater District.

**City Sewer Service Area:** The geographic area within which the City wastewater utility has the right and duty to plan for and provide wastewater service to properties. The City sewer service area boundaries correspond to the Ronald Wastewater District service area boundaries as of October 23, 2017, unless subsequently modified.

**City Sewer System:** The collection of fixed assets used to convey wastewater from individual properties in the City sewer service area to the points of discharge into the transmission and treatment facilities owned by either King County or the City of Edmonds. These assets include but are not limited to sewer mains, manholes, lift stations, and general assets such as vehicles, equipment, and buildings.

**City Wastewater Utility:** The business of providing wastewater conveyance and treatment for property owners within the City sewer service area. It includes the City sewer system plus the customers, employees, legal authority, obligations, organizational procedures, and financial assets, among other things, necessary to meet its service responsibility.

**Commercial Customers:** Accounts representing all structures other than residential structures of four or fewer dwelling units. Commercial customers include multi-family structures of five or more units.

**Customer Class:** A category that determines a customer's applicable rates and billing cycle. Currently, the City wastewater utility has two customer classes for wastewater service charges: residential and commercial.

**Development Charges:** For convenience, in this policy the general facilities charge and Edmonds treatment facilities charge are collectively referred to as the "development charges."

**Edmonds Treatment Facilities Charge:** A one-time charge at the time of development that recovers from properties in the ULID #2 area a proportionate share of past and planned capital costs of the Edmonds Wastewater Treatment Plant. It is paid by newly connecting customers and

existing customers where the structure has been modified to increase the number of dwelling units or fixture-units. (King County also has a capacity charge that recovers a proportionate share of the capital cost of its treatment and transmission facilities. However, the King County capacity charge is not collected by the City; instead, the County bills property owners directly for it.)

**Estimated Residential Customer Equivalents (Estimated RCEs):** A measure of wastewater demand that is the basis for calculating the general facilities charge and Edmonds treatment facilities charge. Estimated RCEs rely on information about a property that is knowable at the time of development. Specific definitions are in Section 10.5.

**General Facility Charge (GFC):** A one-time charge at the time of development that recovers a proportionate share of the past and planned capital costs of the City sewer system other than costs paid by grants, developer donations, or property assessments. The charge is paid by all customers newly connecting to the City sewer system or existing customers where the structure has been modified to increase the number of dwelling units or fixture-units. It applies across the City sewer service area, including in ULID #2. The GFC is separate from Utilities Local Improvement District assessments or Local Facilities Charges, which have been used in certain areas to recover a proportionate share of the capital cost of local sewer infrastructure fronting the property, including mains, stubs, and manholes.

**Industrial Waste Surcharge:** A surcharge that can be imposed by King County, applicable to particular customers whose effluent is determined by the King County Wastewater Treatment Division (KCWTD) to meet its criteria for high strength sewage. If a surcharge is imposed, KCWTD will notify the City of which customers should receive the surcharge and the amount. The City will collect the surcharge from the designated customers and remit the money to the County. This is separate from the King County treatment charge based on the number of RCEs.

**Local Facilities Charge (LFC):** A charge that applies to property owners in three areas defined in Ronald Wastewater District resolutions 2005-23 and 2006-15, where local sewer infrastructure was not originally built by developers. The LFC is payable at the time a property is connected to the City sewer system. It recovers a proportionate share of the utility's investment in the local sewer infrastructure—mains, manholes, and stubs—fronting a particular property.

**Multi-Family Customer:** This class is used only for calculating the GFC. It refers to new development that is residential in purpose that has more than one dwelling unit on a lot. It includes duplexes, triplexes, four-plexes, and single family houses with accessory dwelling units.

**Non-Residential Customer:** This class is used only for calculating the GFC. It refers to all new development that is not single family or multi-family residential in purpose.

**Party to be Billed:** The property owner.

**Residential Customer:** An account representing a residential structure with four or fewer dwelling units, including trailer sites with sewer service. The residential class is used in calculating the ongoing wastewater service charges and for all purposes other than the calculation of the general facilities charge.

**Residential Customer Equivalent (RCE):** A measure of wastewater demand that is the basis for calculating monthly wastewater service charges. Specific definitions are in Section 5.2.

**Ronald Wastewater District:** The predecessor owner of the City wastewater utility. References to Ronald Wastewater District in previous policies, Board actions, or intergovernmental

## City of Shoreline Wastewater Revenue and Customer Policy

agreements still apply to the City wastewater utility unless specifically superseded by this policy or other City action.

**Single-Family Customer:** This class is used only for calculating the GFC. It refers to new residential development that consists of only one dwelling unit on a lot. It excludes duplexes, triplexes, four-plexes, and single family houses with an accessory dwelling unit—all of which are included in the multi-family class.

**Structure:** Any improvements situated on a property within the City sewer service area which are designed, intended or suitable for human occupancy, employment, recreation, habitation or other purpose, shall be considered a structure subject to this Policy.

**Wastewater Service Charges:** Ongoing charges to all customers connected to the City sewer system, to recover the City's cost of providing wastewater service. Rates for wastewater service charges are characterized as a charge per month, even though the billing cycle may be monthly or bi-monthly. Wastewater service charges are comprised of two components: the wastewater collection charge and the treatment charge. For residential customers, both components of the wastewater service charge are based on the number of units. For commercial customers, the treatment charge is based on the number of RCEs, and the wastewater collection charge is based on the greater of the number of units or the number of RCEs.

**Surcharge:** An additional charge that may be imposed in addition to the regular wastewater service charge.

**Treatment Charge:** The charge to recover the cost of wholesale treatment charges paid to either the King County Department of Natural Resources or the City of Edmonds, excluding costs that are recovered from the King County industrial waste surcharge.

**ULID #2:** Utility Local Improvement District #2, an area that in the past was organized and annexed to the Ronald Wastewater District for the purpose of providing property owner funding for the capital cost of constructing local sewer mains and side sewers. This is the only part of the City sewer service area from which wastewater flows to the Edmonds Wastewater Treatment Plant by direct agreement between the City and the City of Edmonds. (There are other areas from which wastewater ends up in Edmonds because of a flow swap agreement between King County and Edmonds, but the customers in those areas still are counted as part of the King County system.) Customers in ULID #2 pay the Edmonds treatment rates, and new development in that area pays the Edmonds treatment facilities charge in addition to the City GFC.

**Unit:** A unit shall mean any portion of a structure available, suitable, intended or otherwise used as a separate business office or separate suite of business offices, store, or other commercial establishment, apartment, condominium, single family dwelling, duplex, triplex, fourplex, trailer, or an accessory dwelling unit added to a single-family dwelling. An individual storage space in a self-storage building shall not count as a "unit" for the purposes of this policy.

**Wastewater Collection Charge:** A charge that recovers all costs of operating the City wastewater utility except for wholesale treatment charges paid to King County and the City of Edmonds and industrial waste surcharges paid to King County.

**Section 1 Properties Subject to This Policy**

- 1.1 Except as provided below in Section 1.1.1, the owner of each lot or parcel of real property within the City sewer service area, abutting any street, alley or right-of-way in which there is now or in the future will be located any sewer facilities of the City, and which property now has or in the future may have constructed or placed upon it a structure, described in section 2, which structure lies within 300 feet of sewerage facilities maintained by the City, shall be subject to and comply with the terms of this policy.
  - 1.1.1 Structures situated on property within the former boundaries of King County Sewer and Drainage District No. 3 (KC3), that were served by an on-site septic system on the date that KC3 was transferred to the Ronald Wastewater District, shall not be subject to this policy, unless such property is within the boundary of a Utility Local Improvement District formed after the date of this Policy; or is made subject to this policy by order of the King County Health Department compelling connection of such property to the City sewer system; or is made subject to this policy by the owner's request for service through the City sewer system, or requests a change of use that would increase the number of dwelling units or fixture-units in a structure.
- 1.2 The owner of any property which in the future shall have constructed or placed upon it a structure shall, 30 days prior to permitting any use, comply with and become fully subject to the terms of this policy.

**Section 2 Structures Required to be Connected Where Sewer Lines are Available**

- 2.1 Any improvements situated on property within the City sewer service area which are designed, intended or suitable for human occupancy, employment, recreation, habitation or other purpose, shall be considered a structure subject to this Policy.
- 2.2 Any structure which is located on property within the City sewer service area shall for all purposes be deemed to have sewerage service available.
- 2.3 In the event a structure otherwise subject to the requirements of this policy is demolished or otherwise made unfit for use, the City will upon the owner's capping off the side sewer connection at a point designated by the City Public Works Director or designee, and upon inspection of such capping off by the City, cease billing wastewater service charges against the property until such time as the property is again connected to the City sewer system and put to use, at which time billing for wastewater service will commence.
  - 2.3.1 Structures which are not connected to the City sewer system shall be billed the wastewater service charges until such time as the City shall have inspected the property at the owner's request and confirmed that the structure on the property has been demolished or is otherwise unfit for the purposes intended.

### **Section 3      Billing Procedures**

- 3.1 Wastewater service charges shall be billed and mailed to the owner of property to which service is available. Failure to receive such bill shall not relieve the owner of the obligation to pay the wastewater service charges, nor shall the property to which such service is available be relieved from the attachment of any lien against such property. For customers who register for paperless billing, the electronic address given as part of the registration shall be considered equivalent to a U.S. Post Office mailing address.
- 3.2 Timing of Wastewater Service Charge Rates. For existing customers, billing of wastewater service charges under a new rate schedule shall commence on the effective date of the rate schedule. If a rate change becomes effective during the middle of a billing cycle, the bill shall be prorated between the old and new rates. For example, if a rate change takes effect on January 1, residential accounts billed for the December-January billing cycle will be charged one month at the old rate and one month at the new rate.
  - 3.2.1 Structures built or placed on property within the City sewer service area after the effective date of this policy shall be billed on the first day of the first month commencing 60 days after the City inspects the structure's side sewer connection; or upon occupancy of the structure, whichever occurs first.
  - 3.2.2 Existing structures to which sewer service becomes newly available shall be billed on the first day of the first month commencing 60 days after the date of the City's mailing of a notice stating that service is available to the structure, and that such structure is to be connected to the sewer system; or upon the first day of the first month after the connection of such structure, whichever occurs first.
- 3.3 Commercial accounts shall be billed monthly. In general, residential accounts are billed bi-monthly.
- 3.4 The City bills in advance, not in arrears. Bills are mailed at the beginning of the billing cycle for which the service is being charged, and payment is due by the end of that billing cycle.
- 3.5 For the purposes of this policy, the City's giving of notice, or the mailing of a bill, to any party who has the care, custody, control or management of any structure shall be deemed the giving of such notice to the property owner.
- 3.6 Duplicate Bills.
  - 3.6.1 It is the policy of the City to always send bills to the owners of a property, even if the property owner has authorized another party to receive duplicate bills.
  - 3.6.2 Commercial properties: At the written request of the property owner on a form provided by the City, the City will send a duplicate invoice to either a property manager or a tenant, but not both.

- 3.6.3 Residential properties: At the written request of the property owner on a form provided by the City, the City will either send a duplicate bill to a designated property manager, or send a duplicate bill addressed to “Resident” at the service address.
- 3.6.4 A duplicate billing fee shall be added to the account each month for which duplicate bills are sent. The amount of this fee is set forth in SMC 3.01.620. This monthly fee will be waived if either of the bill recipients signs up for paperless billing.
- 3.6.5 A one-time fee will be added to the account for any account information changes, including designating or revoking the designation of a party to receive a bill or duplicate bill, changing the name or address of the recipient of a duplicate bill, or changing the name or address of the property owner. The amount of this fee is set forth in SMC 3.01.620.
- 3.6.6 Designation by the owner of another party to receive duplicate bills shall not relieve the property owner from the charges due as a result of the property manager or tenant’s failure to pay wastewater service charges. If a lien is recorded against the property as a result of the property manager or tenant’s failure to pay, the billing will be changed back to the owner of said property. It is the responsibility of the property owner to notify the City of any address changes, including electronic address changes for paperless billing.
- 3.7 In the case of condominiums, it is the policy of the City to bill a single aggregate bill for all units of the condominium either to the Condominium Association or, if so designated in writing, to a property manager.
- 3.8 The City shall not be responsible for prorating wastewater service bills upon a change in property ownership, change in tenant, or change in property manager. The parties to the transfer of responsibility—whether it be between seller and buyer, owner and tenant, or owner and property manager—are solely responsible for prorating the bills.
  - 3.8.1 No credit or refund shall be given by the City because of changes in ownership or tenancy of any property or because the property is vacant for a period of time.
- 3.9 Time limit on back billing and credits.
  - 3.9.1 If wastewater service is available to a property, and if for any reason the City has not billed the charges, the City may back bill such property for the availability of sewer service for a period not to exceed 36 months. The bill will be based on the rate for the actual period(s) due.
  - 3.9.2 If for any reason a credit is owed to the account, credits will be for a period not to exceed 36 months. The credit will be based on the rate for the actual period(s) credited.

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- 3.10 In the case of commercial properties, regardless of whether individual water meters have been installed to serve these properties, the City requires that all billing be directed to the property owner or condominium association.
- 3.11 If overpayments or duplicate payments are received on the account, a refund request must be presented to the Billing Supervisor by the property owner in writing to approve the refund. Refunds will only be issued to the property owner. A fee for the refund request will be added to the next billing statement unless the overpayment or duplicate payment was caused by City error. The fee is set forth in SMC 3.01.620.
- 3.12 A fee shall be imposed for returned checks and bank disallowance of Automated Clearinghouse (ACH) withdrawals, as set forth in SMC 3.01.810.

### **Section 4 Wastewater Service Charge Delinquency, Penalties, Interest, and Liens**

- 4.1 Wastewater service charges are charges against the property to which wastewater service is available and shall be imposed as set forth in Section 5 below at the rates set forth in SMC 3.01.600.
  - 4.1.1 The property owner shall be responsible for timely payment of the monthly or bi-monthly wastewater service charges and for any accruing interest or penalty for the entire premises. It is for the property owner and the tenants/occupants of the premises to decide on the contributory share of wastewater service charges due from each tenant/occupant. The City takes no responsibility for enforcing contributions from the tenants/occupants and looks solely to the property owner for payment of wastewater service charges.
- 4.2 The wastewater service charges shall be delinquent when they are not paid by the end of the billing period.
  - 4.2.1 All notices pertaining to “notice of delinquent sewer service charges” for the property shall be delivered to the property owner.
- 4.3 Penalties shall be added to all delinquent accounts upon their becoming delinquent.
  - 4.3.1 A late charge of 10% of the current billing shall be imposed each billing period in which the account is delinquent.
    - 4.3.1.1 The 10% late charge will be removed if the total unpaid balance is paid in full by the end of the first month of the billing cycle in which the late charge first appears on the bill.
  - 4.3.2 The City may remove penalties for good cause.
- 4.4 When a lien is recorded against delinquent accounts, a lien processing fee shall be imposed, and interest shall begin to be assessed at 8% per year on the unpaid balance from the date of delinquency, as set forth in SMC 3.01.620.
- 4.5 Change of ownership of property which has delinquent wastewater service charges outstanding or against which liens have been filed does not relieve the

## City of Shoreline Wastewater Revenue and Customer Policy

property of penalties imposed upon delinquent wastewater service charges nor of liens filed nor legal costs incurred prior to and in foreclosure proceedings. Proration of wastewater service charges and penalties, where a change of ownership has occurred, is not the obligation of the City, but shall be the responsibility of the old and/or new property owners.

4.5.1 When an escrow report is requested, an account service fee shall be added to the next billing statement, as set forth in SMC 3.01.620.

4.6 The wastewater service charges levied against a property, together with lien recording fees, penalties thereon, all legal fees, costs of title search, and legal costs incurred by the City, shall be a lien against the property to which service is available or provided. Such lien shall be inferior only to the lien for general taxes. The City's lien against the property for delinquent wastewater service charges and penalties shall be certified to the King County Department of Records and Elections.

4.6.1 The following schedule applies to those accounts who have not paid in full for three billing periods.

Billing	Past Due	Billing Status	Lien/Collection Action
1 <sup>st</sup> Billing	None	Current Charges (CC) only	None
2 <sup>nd</sup> Billing	1 Past Due (PD)	CC + 1PD + Late Charge (LC)	None
3 <sup>rd</sup> Billing	2PD	CC + 2PD + 2LC	None
4 <sup>th</sup> Billing	3PD	CC + 3PD + 3LC	10 days after billing: Lien Alert Notice: Hand deliver a copy of Lien Alert Notice to the property. If rental property, mail to property owner a lien alert notice and a copy of the signed Authorization for Duplicate Bill (if residential) or Authorization to Bill Commercial Tenant (if commercial).
		CC + 3PD + 3LC and Lien Processing Fee	24 days after billing: If rental property, change billing address to property owner. Lien filed and Lien Processing fee added to account and Notice of Lien mailed
5 <sup>th</sup> Billing	4PD	CC + 4PD + 4LC	Final Notice mailed via Certified & Regular mail (All balance has to be paid in one month)
6 <sup>th</sup> Billing	5PD	CC + 5PD + 5LC	Notice of Legal Action via Certified and Regular mail (demands full payment in two weeks)
			Door Hanger to property: "Please contact City Wastewater Utility billing office immediately regarding your account."
7 <sup>th</sup> Billing	6PD	CC + 6 PD + 6 LC	Send account to Attorney

4.6.2 Special arrangements for delinquent accounts may be made on a case-by-case basis with the Director of Administrative Services or designee.

## City of Shoreline Wastewater Revenue and Customer Policy

- 4.6.3 If the City receives a Notice of Trustee Sale or Foreclosure, and the account is at least sixty (60) days past due, the City will file a Lien Alert Notice and adhere to the lien filing schedule set forth in 4.5.1 above.
- 4.6.4 If the City receives a Notice of Bankruptcy, a Proof of Claim will be filed with the Bankruptcy Court.
- 4.7 After recording a lien against a property with the King County Department of Records and Elections, the City may foreclose such lien by a civil action in the Superior Court of the State of Washington for King County. The City shall recover in such action the delinquent service charges and penalties, together with its costs of suit, title search and attorney's fees.
- 4.8 Whenever any lien, together with penalties and all attorney's fees and costs incurred by the City pursuant to this policy, has been paid in full, the Director of Administrative Services is authorized and directed to execute and file any instrument required to release and discharge the City's lien of record.
- 4.9 Payments after delinquency.
  - 4.9.1 Partial payments received by the City prior to referral for collection or suit shall be applied against the balance due in the following order:
    - First King County recording fee
    - Second Lien processing fee
    - Third Late charges
    - Fourth Past due balance
    - Fifth Current sewer service charges
  - 4.9.2 Partial payments received by the City after the account has been submitted to the City's attorney for collection, or after suit has been commenced shall be applied as follows:
    - First The City's legal costs.
      - (A) court filing fees;
      - (B) service of process fees;
      - (C) publication costs;
      - (D) title search;
      - (E) attorneys' fees and all other costs;
    - Second King County recording fees, lien processing fee, and late charges;
    - Third Past due balance; and
    - Fourth Current sewer service charges.

**Section 5      Customer Classes and Calculation of Wastewater Service Charges**

- 5.1      The City has classified properties and structures to which sanitary sewer service is available into residential and commercial rate classes. These rate classes are used in calculating wastewater service charges and for all purposes other than calculating the general facilities charge and Edmonds treatment facilities charge. Such classifications into rate classes are based upon factors listed in RCW 35.67.020, and upon the differing impacts of such rate classes upon the City, constituting reasonable grounds of difference between such rate classes. The City may periodically review its definition and treatment of rate classes and reserves the right to change such classes in light of conditions existing in the City at the time of such review, including potentially creating an industrial rate class if needed to properly differentiate the costs of serving industrial customers.
- 5.1.1    Residential customers consist of single family residences with or without accessory dwelling units; duplexes; triplexes; fourplexes; and trailer sites to which sewer service is available.
- 5.1.2    Commercial customers consist of miscellaneous businesses, offices, stores, apartments with four or more units, condominiums, hotels, motels, trailer/mobile home parks, industrial parks to which sewer service is available, and all other uses not included in the residential customer class.
- 5.1.3    For the purpose of calculating the general facilities charge and Edmonds treatment facilities charge (collectively “development charges”), the customer classes are Single-Family, Multi-Family, and Non-Residential. These customer classes and the method of determining estimated RCEs for the two development charges reflect the fact that the estimated RCE must be calculated based on information that is knowable at the time of development, before there is a history of water usage for a given property. Therefore, the estimated RCE relies primarily on the number of dwelling units or the number of fixture-units. Of those two measures, the number of dwelling units is considered to be preferable where it can be used; the number of fixture-units is only used for non-residential properties, where there are no dwelling units.
- 5.2      Definition of RCE for the purpose of calculating wastewater service charges.
- 5.2.1    Residential. The number of RCEs for residential customers is always equal to the number of units, regardless of the amount of water consumed. For example, a single-family home with no accessory dwelling unit is one RCE, and a four-plex is four RCEs.
- 5.2.2    Commercial. The number of RCEs for commercial customers is a separate measurement from the number of units. One RCE is defined as 750 cubic feet of water consumed in a month. The number of RCEs for a given commercial customer is determined by dividing the average monthly water usage for the previous year (in cubic feet) by 750 cubic feet per RCE, provided that there is a minimum of one RCE per structure. The

RCE calculation is updated annually, based on water usage data provided by North City Water District and Seattle Public Utilities.

5.3 Calculation of Wastewater Collection Charge.

5.3.1 Residential.

5.3.1.1 The wastewater collection charge consists of the number of units multiplied by the rate shown in SMC 3.01.600.

5.3.1.2 Qualified low income senior and disabled citizens receive a 50% discount.

5.3.1.3 There is a surcharge of \$25.54 per month per unit for each Apple Tree Lane property for 15 years from January 2006 to December 2020.

5.3.1.4 There is a credit of \$0.50 per month for sewage pump electrical for Apple Tree Lane accounts where a sewage pump serves one property.

5.3.1.5 There is a credit of \$1.00 per month for sewage pump electrical for Apple Tree Lane accounts where a sewage pump serves two properties.

5.3.2 Commercial.

5.3.2.1 The wastewater collection consists of the rate shown in SMC 3.01.600, applied to either the number of units or the number of RCEs, whichever is greater.

5.3 Calculation of Treatment Charge – both Edmonds and King County Treatment areas.

5.3.1 Residential.

5.3.1.1 Treatment charge consists of the number of units multiplied by the rate shown in SMC 3.01.600 for the applicable treatment provider.

5.3.1.2 Qualified low income senior and disabled citizens receive a 50% discount.

5.3.2 Commercial.

5.3.2.1 Treatment charge consists of the number of RCEs multiplied by the rate set forth in SMC 3.01.600 for the applicable treatment provider.

5.4 Special Billings.

5.4.1 Special billings to the City of Mountlake Terrace for sanitary sewer service for properties outside the City sewer service area, per agreement with Ronald Wastewater District dated April 15, 1968, amended on July 30, 2003, Resolution 03-32. The City of Mountlake Terrace provides the City yearly certification of the number of units of residential customers in

the applicable area and the metered water usage of commercial customers. Billing to the City of Mountlake Terrace is based on the following:

5.4.1.1 Residential properties, including multi-family with four or fewer units: A combined rate based on 50% of the current wastewater collection charge and 100% of the treatment charge per connection, as set forth in SMC 3.01.600, shall be multiplied by the number of units of residential customers in the applicable area.

5.4.1.2 Commercial properties, including trailer courts and multi-family apartments of more than 4 units: A combined rate based on 50% of the current wastewater collection charge and 100% of the treatment charge, as set forth in SMC 600.01.600, shall be multiplied by total number of RCEs by commercial customers in the applicable area, based on 750 cubic feet per RCE.

5.4.2 At such time as application for wastewater service by an industrial user is made, the City may establish an industrial rate based on the volume and strength of industrial waste discharged into the City sewer system. The City reserves the right to make all determinations as to whether or not the proposed usage shall be classified as an industrial usage or whether it should be classified as a commercial customer. In the absence of any special rate established by the City at the time that sanitary sewer service is requested for an industrial use, the industrial use rate shall be generally the same as the commercial customer rate, subject to adjustment based on the particular usage planned or actually made by the industrial user.

## **Section 6      New Accounts**

- 6.1 No consumption history for commercial accounts. Where no water consumption history is available for a structure, the Director of Administrative Services or designee shall estimate consumption for purposes of establishing service charges until such history is available.
- 6.2 Mixed use properties. Where a structure is used for purposes described by more than one classification and if the structure is served by a single water meter, the Public Works Director or designee shall assign the structure to a customer class and determine an appropriate method for calculating the charges to be imposed. The determination shall take into account the relative proportion of uses, the nature of the demand on the sewer system, the definitions used by wholesale treatment providers, and the most applicable customer class definitions contained in this policy.
- 6.3 New Classification. If a new account is to be served by the City and there is no specific classification for this account, the Public Works Director or designee will make the determination as to how it will be classified and charged. The determination shall take into account the nature of the demand on the sewer system, the classification of other accounts with similar characteristics, the definitions used by wholesale treatment providers, and the most applicable customer class definitions contained in this policy.

**Section 7      Surcharges and Local Facilities Charge**

- 7.1      Surcharges. The City may establish a surcharge in addition to the rate for any account type or area based on the additional cost of serving those properties beyond costs generally incurred for properties served by the City sewer system. Additional costs which shall be considered in establishing surcharges shall include but not be limited to additional or special maintenance required; electricity costs; necessary replacement of system components, including individual pumps, pump stations, electrical service panels, and monitoring and warning devices; additional labor or equipment costs resulting from providing such service; and any other costs incurred for services not generally provided systemwide.
- 7.2      Local Facilities Charge for new connections from previously unsewered areas. Properties in three previously unsewered areas described in Ronald Wastewater District resolutions 2004-44, 2005-23 and 2006-15 were allowed to remain on septic systems until the septic system fails or the property is sold, even if sewer lines are within 300 feet of the property line. When a property owner in those areas requests connection to the City sewer system, the City will impose a local facilities charge of \$29,088.29 per connection to recover a proportionate share of the cost of local sewer infrastructure. The City allows property owners to enter into a “Hook Up Charge in Lieu of Assessment Agreement,” through which the local facilities charge can be paid over 15 years with interest.

**Section 8      Reduced Rates for Qualifying Low-Income Senior and Low-Income Disabled Citizens**

- 8.1      The State of Washington, through the legislative adoption of RCW 74.38.070 entitled “Reduced utility rates for low income senior citizens and other low-income citizens,” authorized municipal corporations which provide utility service to offer reduced rates to low-income senior citizens and other low-income citizens disabled citizens, provided that the definition of qualifying customers is adopted by the governing body of the utility.
- 8.2      The City’s reduced rates for qualifying low-income senior and low-income disabled citizens may be continued, discontinued, or modified at the option of the City Council at the end of each year, based on its fiscal viability and its effect on the City and ratepayers as a whole. In addition, the City Council shall have the power to modify the rules and conditions under which eligibility is established for the reduced rates.
- 8.3      The following describes the eligibility, requirements, and the annual process for establishing eligibility for the Low-Income Senior/Low-Income Disabled Citizen Reduced Rate Program. The discounted rates are set forth in SMC 3.01.600.
- 8.4      Eligibility.
- 8.4.1      To qualify for the reduced rates, the applicant must own and occupy residential property within the City, and the applicant must be either a low-income senior citizen or a low-income disabled citizen.

8.4.1.1 If two people occupy and jointly own the same residence and their joint income meets the threshold to be considered low-income, then they can qualify for the reduced rates if at least one of them is a senior citizen or a disabled citizen.

8.4.2 To qualify as a senior citizen, the applicant must be at least 62 years of age at the time application is made.

8.4.3 To qualify as a disabled citizen, the applicant must be considered disabled by the U.S. Social Security Administration.

8.4.4 The applicant(s) must own and reside at the property for at least one year prior to the date of application and or renewal of the qualification.

8.4.5 To qualify as low-income citizens, the applicant(s) must have earned less than 60% of the Local Area Median Household Gross Annual Income during the previous year using the most recent official annual income guidelines established by the United States Department of Housing and Urban Development (HUD) for single and married ratepayers.

8.4.6 The applicant(s) must not reside in housing which is federally subsidized public housing.

8.5 Requirements.

8.5.1 Complete and submit to the City a completed application form and the required evidence of eligibility.

8.5.2 The documents providing evidence of eligibility must verify the income of the applicant, the fact that the applicant owns and occupies a residential property in the City, and either the age or disabled status of the applicant.

8.5.3 Applications must be received at least 15 days prior to the end of a billing cycle.

8.6 The effective date of the reduced rates will be the beginning of the next bi-monthly billing cycle after approval of the application. There will be no retroactive qualification for the reduced rates.

8.7 Annual Renewal Process. To continue to qualify for the reduced rates, eligibility must be re-established no later than by May 1 of each year. If citizens have qualified for the program for three continuous years, they may continue under the program by certifying that they continue to be qualified.

8.8 Acceptable forms of evidence that the ratepayer is eligible for the reduced rates.

8.8.1 For income: copy of IRS Form 1040, or copy of Form SSA-4926 SM or SSA-1099 for the previous calendar year.

8.8.2 For property ownership in the City: copy of property tax statement or assessment card.

8.8.3 For senior citizens: copy of driver's license or birth certificate.

8.8.4 For disabled citizens: copy of the disability verification letter from the U.S. Social Security Administration.

- 8.8.5 Other documentary evidence as the City may reasonably require or choose to accept related to income, property ownership, and either age or disability.

## **Section 9 Protest/Appeal Process**

- 9.1 A ratepayer who believes that the City has charged the wrong rate or made a billing error with respect to the ratepayer's property, may make a written request to the Billing Supervisor to correct the alleged error or the rate charged. No request for a refund will be considered for any period more than three years prior to the date of the written request. The Billing Supervisor shall issue a written decision on the request and mail the same to the ratepayer.
- 9.2 Within twenty days of the date the Billing Supervisor's decision was mailed, the ratepayer may file a written appeal to the Director of Administrative Services by mailing or delivering the appeal to the office of the Department of Administrative Services in City Hall. The Director of Administrative Services or designee will review and decide the appeal and inform the ratepayer in writing of the decision. The written decision of the Director of Administrative Services shall constitute the final action of the City with respect to wastewater billing matters.

## **Section 10 General Facilities Charge and Edmonds Treatment Facilities Charge**

- 10.1 A General facilities charge (GFC) shall be imposed on all properties which are newly connected to the City sewer system and on existing connected properties where the structure is being modified so as to increase the number of dwelling units (for single-family or multi-family structures) or the number of fixture-units (for non-residential structures). The GFC recovers a proportionate share of the past and planned capital costs of the City sewer system other than costs paid by grants, developer donations, or property assessments, and it ensures that new development pays a proportionate share of the costs imposed by new development. The GFC applies across the City sewer service area, including in ULID #2.
- 10.2 An Edmonds treatment facilities charge shall be imposed on properties in the ULID #2 area which are newly connected to the City sewer system and on existing connected properties where the structure is being modified so as to increase the number of dwelling units (for single-family or multi-family structures) or the number of fixture-units (for non-residential structures). The Edmonds treatment facilities charge recovers on behalf of the City of Edmonds a proportionate share of past and planned capital costs of the Edmonds Wastewater Treatment Plant.
- 10.3 The GFC and, if applicable, Edmonds treatment facilities charge shall be paid prior to making the connection or receiving a permit to improve the structure.
- 10.4 The GFC and Edmonds treatment facilities charge are calculated based on the number of estimated Residential Customer Equivalents (RCEs) for a new structure or the estimated incremental increase in RCEs for a modified structure.

10.5 For the purposes of GFC and Edmonds treatment facilities charge, the number of estimated RCEs is calculated as follows.

10.5.1 Single-Family. single-family structure with no accessory dwelling units is 1.0 RCE.

10.5.2 Multi-Family. For a multi-family structure (including duplexes, triplexes, four-plexes, single family structures with accessory dwelling units, and apartment buildings with more than 4 units) , the estimated number of RCEs is equal to the number of dwelling units, except that for microhousing as defined in SMC 20.20.034, each single-room living space is counted at 0.5 RCE.

10.5.3 Non-Residential. For a non-residential structure, the estimated number of RCEs is based on the number of fixture-units plus additional wastewater flow projected above the fixture units. One RCE is equal to 20 fixture-units. If additional wastewater flow is projected for the structure above the fixture units, one RCE is equal to 187 gallons per day of additional flow. The number of fixture-units per plumbing fixture is shown in the following table.

Type of Fixture	Fixture-Units per Fixture	
	Public	Private
Bathtubs and shower	4	4
Shower, per Head	2	2
Dental units or lavatory	1	1
Dishwasher	2	2
Drinking fountain (each head)	1	0.5
Hose bib (interior)	2.5	2.5
Laundry tub or clothes washer	4	2
Sink, bar or lavatory	2	1
Sink, kitchen	3	2
Sink, other (service)	3	1.5
Sink, wash fountain, circle spray	4	3
Urinal, flush valve, 1 GPF	5	2
Urinal, flush valve, >1 GPF	6	2
Water closet, tank or valve, 1.6 GPF	6	3
Water closet, tank or valve, >1.6 GPF	8	4

10.6 To determine the amount of the GFC, the number of estimated RCEs is applied to the rates set forth in SMC 3.01.610. The low-density charge applies to single-

family structures with or without accessory dwelling units, duplexes, triplexes, and four-plexes. The high-density charge applies to non-residential structures and apartment buildings with more than 4 units.

- 10.7 To determine the amount of the Edmonds treatment facilities charge, the number of estimated RCEs is applied to the rates set forth in SMC 3.01.610.
- 10.8 If a preexisting structure is disconnected and wastewater service charges discontinued pursuant to the requirements of Section 2.3, and a new structure is later built on the same site within five years of the discontinuation of wastewater service charges, then the new structure shall be charged only for the estimated incremental increase in RCEs above the number for which a GFC was previously paid for the structure no longer receiving service. If a property with a disconnected structure has had wastewater service charges discontinued for more than five years, then a new structure built on the site shall be charged for the total number of estimated RCEs.
  - 10.8.1 If the lot is subdivided after wastewater service charges are discontinued, a credit against the GFC shall be applied in equal proportion to the new structure(s) within the new subdivided parcel(s). The credit shall offset the GFC charged to the new structures provided that the new structures are built within five years of the discontinuation of wastewater service charges. The credit shall consist of the number of RCEs for which a GFC was previously paid applied to the current GFC rate for low-density structures set forth in SMC 3.01.610.

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Authorizing the City Manager to Execute a Contract with Evergreen Maintenance Landscaping LLC for Parks Landscape and Maintenance Services in the Amount of \$207,942.78

**DEPARTMENTS:** Parks, Recreation, and Cultural Services

**PRESENTED BY:** Kirk Peterson, Parks Superintendent

**ACTION:**        ☐ Ordinance        ☐ Resolution        ☒ Motion  
                 ☐ Discussion        ☐ Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline maintains and operates the park system using full-time and seasonal staff as well as contracted professional services. Since incorporation, it has been the City's strategy to contract for routine maintenance services if the function can be accomplished at a lower cost than by using City staff.

City employees perform most of the major and minor repairs, while contractors perform the routine grounds maintenance tasks. The contracted work in the park system includes mowing, landscape bed maintenance and line trimming. The contract bid specifications provided the opportunity for contractors to bid for park maintenance at 27 locations. The City received three bids for the Parks Landscape and Maintenance Service Contract. The low bidder for the new contract was Evergreen Maintenance Landscaping LLC.

**RESOURCE/FINANCIAL IMPACT:**

The total of the contract recommended for award is \$207,942.78. This is included in the proposed 2018 budget.

**RECOMMENDATION**

Staff recommends that the Council authorize the City Manager to execute a contract with Evergreen Maintenance Landscaping LLC for parks landscape and maintenance services in the amount of \$207,942.78.

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

## **BACKGROUND**

The City of Shoreline maintains and operates the park system using full-time and seasonal staff as well as contracted professional services. Since incorporation, it has been the City's strategy to contract for routine maintenance services if the function can be accomplished at a lower cost than by using City staff. City employees perform most of the major and minor repairs in the park system, while contractors perform the routine grounds maintenance tasks. This contracted work includes mowing, landscape bed maintenance and line trimming in 27 of the City's 34 park locations.

The parks landscape and maintenance services contract specifies mowing to occur once per week, beginning in March through the first week in November. Line trimming is scheduled twice per month, beginning in March through the first week in November, and landscape/shrub bed maintenance varies depending on location, although most locations receive monthly or bi-monthly shrub bed maintenance. Landscape bed maintenance includes removing weeds, debris and pruning of shrubs.

The current contract expires December 31, 2017 and, therefore, the City advertised for bids in mid-2017.

## **DISCUSSION**

### **Bid Package**

Twenty-seven park site locations, including mowing, line trimming and landscape shrub bed maintenance, with detailed specifications for each activity, was outlined in bid package #8792. This bid package was sent to Builders Exchange and potential companies were notified that the bid package was available for review.

### **Bid Timeline & Results**

The bid process was initiated on June 2, 2017. On June 27, 2017, Parks Department staff conducted a pre-bid conference which detailed the maintenance activities in the Parks Landscape and Maintenance Services Contract. Following the pre-bid conference, an all-day tour was conducted where each of the 27 park sites was visited. Areas of maintenance and maintenance requirements were explained to potential bidders during the site tours. Four companies attended the park site tour and pre-bid conference. Following the tour, three companies submitted bids for the contract by the submittal deadline of July 18, 2017. The results are as follows:

<b>Company Name</b>	<b>Annual Bid Amount</b>
Evergreen Maintenance Landscaping LLC	\$207,942.78
Landcare USA LLC	\$262,296.10
Plantscapes, Inc.	\$269,396.20

After reviewing the bids and conducting a qualifications review, staff recommends that Evergreen Maintenance Landscaping LLC be awarded the Park Maintenance and Landscape Services Contract. This recommendation is based upon bid amount,

qualifications review and their ability to provide the services specified in the bid documents.

The Parks Landscape and Maintenance Services Contract has provisions that allow additional services to be added for maintenance once construction of capital projects are completed.

### **RESOURCE/FINANCIAL IMPACT**

The total of the contract recommended for award is \$207,942.78. This is included in the proposed 2018 budget.

### **RECOMMENDATION**

Staff recommends that the Council authorize the City Manager to execute a contract with Evergreen Maintenance Landscaping LLC for parks landscape and maintenance services in the amount of \$207,942.78.

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Adopting Ordinance No. 780 – Amending the Shoreline Municipal Code Establishing City Governance Authority to Own and Operate a Wastewater Utility
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Randy Witt, Public Works Director Lance Newkirk, Utility and Operations Manager
<b>ACTION:</b>	<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:**

The future assumption of the Ronald Wastewater District (RWD) requires that the City of Shoreline develop and implement a new municipal code chapter to establish its governing authority by which the City will own and operate the new wastewater utility. To facilitate the development of the new wastewater code, the City hired Stantec Consulting Services to assist staff with this work.

This work is now complete, and proposed Ordinance No. 780 repeals Shoreline Municipal Code (SMC) Chapter 13.05 in its entirety and replaces it with a new Chapter 13.05 that establishes the regulations for the new wastewater utility. The City Council discussed proposed Ordinance No. 780 on August 14, 2017 and provided direction to staff to bring the ordinance back for Council adoption with an effective date of the ordinance upon formal RWD assumption by the City. Tonight, Council is scheduled to adopt proposed Ordinance No. 780.

**RESOURCE/FINANCIAL IMPACT:**

No resource impacts are anticipated as a result of this discussion.

**RECOMMENDATION**

Staff recommends that the Council adopt Ordinance No. 780.

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

## **INTRODUCTION**

The assumption of Ronald Wastewater District (RWD) requires that the City of Shoreline develop and implement a new municipal code chapter to establish its governing authority by which the City will own and operate the new wastewater utility. To facilitate the development of new wastewater code, the City hired Stantec Consulting Services to assist staff in this effort. This work is now complete, and proposed Ordinance No. 780 (Attachment A) repeals SMC Chapter 13.05 in its entirety and replaces it with a new Chapter 13.05 (Exhibit A) that establishes the regulations of the City's new wastewater utility.

## **BACKGROUND**

In 2002, the City and RWD, a special purpose district, entered into an Interlocal Operating Agreement to unify wastewater services with City operations. The Agreement and state law outline the assumption process between the City and RWD. Starting in 2014 and concluding earlier this year, the City and RWD developed an Assumption Transition Plan which identifies and addresses all policy issues necessary for the assumption of the District by the City. The City Council and RWD Board of Commissioners both adopted the Assumption Transition Plan on February 29, 2017.

With the adoption of the Assumption Transition Plan complete, the project moved into a transition phase, and involved City and RWD staff working collaboratively to implement the various elements of the Assumption Transition Plan, including wastewater code development. To this end, the Council authorized staff to enter into an agreement with Stantec Consulting Services Inc. to assist staff in the development of new City wastewater code, update the Engineering Development Manual (EDM) and review and update financial policies in preparation for RWD assumption.

Staff worked with Stantec in 2017 to develop the proposed wastewater code (Exhibit A), which was initially presented to the City Council on August 14, 2017. The staff report for this Council discussion can be found at the following link:  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport081417-8b.pdf>.

At that meeting, Council provided direction to staff to bring proposed Ordinance No. 780 back to Council for adoption with an effective date concurrent with formal assumption of RWD.

## **DISCUSSION**

The purpose of developing the new wastewater code is to establish a City Wastewater Utility and set forth the legal authority to set uniform requirements for wastewater discharges from residential, commercial, institutional and industrial users into the City's wastewater conveyance system. Additionally, the code is required to promulgate regulations that conform to State and Federal wastewater requirements that protect the public's health, safety and welfare; revenue and financial considerations; as well as develop regulations that provide for equitable distribution of the cost of owning and operating the municipal wastewater conveyance system.

The following objectives guided staff and Stantec in the development of the proposed wastewater code:

*Jurisdictional alignment* – Ensure that code aligns its authority under RCW 35 (municipalities) rather than RCW 57 (water and sewer districts).

*Congruence with existing City code* – Organize the code elements in a consistent and logical structure so that it fits in with other parts of the municipal code, including numbering, formatting, positioning, and captioning.

*Establish statutory framework that delegates administrative authority* – Provide authority to department directors to administer, implement and enforce policies established in the code; e.g. Public Works Director administering the engineering standards specified in the Engineering Development Manual, Administrative Services Director implementing financial procedures to collect monthly fees and connection charges, and etcetera.

*Familiar business practices* – Prepare the content of the code such that established regulations developed by RWD are retained where practicable.

*Inclusivity* – Include RWD staff in the code review and writing process to benefit from their experience and knowledge of operating a wastewater utility.

*Community friendly* – Ensure that resulting code is sensitive to the cultural and social norms of the community.

To achieve these objectives, Stantec performed a document review of RWD's existing regulations. Many concepts and terms used by RWD specifically, and the wastewater industry in general are included in the new Chapter 13.05, and will be familiar to RWD's customers, including:

- Developer extension
- Fats, Oil and Grease (FOG)
- General facility charges
- Grinder pumps
- Licensed side sewer contractor
- Local facilities charge
- Prohibited discharge
- Public and private sewers
- Side mains and side sewers
- Utility developer extension

Stantec also reviewed four Western Washington State municipal wastewater providers. The codes reviewed were from cities that provide wastewater collection services only (no treatment plant). The four cities reviewed were Carnation, Bellevue, Mercer Island and Redmond. From this review, Stantec developed draft code for City and RWD staff review and feedback. Over a series of meetings and additional drafts of the code the final draft code was deemed complete and accepted by staff on July 21, 2017.

As noted during the August 14 Council discussion, to adopt the new wastewater code will require repealing Chapter 13.05 in its entirety. This action is required to recognize that the City's authority to own and operate a wastewater utility has changed with the future assumption of RWD. The new Chapter 13.05 will replace the current chapter and

is titled: *Chapter 13.05 Wastewater Utility*. This change is reflected in proposed Ordinance No. 780.

#### **Effective Date of Proposed Ordinance No. 780**

As Council is aware, on June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allows for a two year extension of the Interlocal Agreement, with an option for the City to extend for an additional two years. Taking this action delays the full assumption of RWD but the City should soon be operating the utility pursuant to an Operating Service Agreement utilizing RWD's existing wastewater code.

However, staff is still recommending that Council adopt proposed Ordinance No. 780 tonight so that the City's wastewater code is in place once assumption occurs. Thus, the effective date of proposed Ordinance No. 780 is shown as being the date of formal RWD assumption by the City.

#### **COUNCIL GOAL ADDRESSED**

City Council Goal 2: Improve Shoreline's infrastructure to continue the delivery of highly-valued public services. The development of City wastewater code addresses a major element of the RWD Assumption Transition.

#### **RESOURCE/FINANCIAL IMPACT**

No resource impacts are anticipated as a result of this discussion.

#### **RECOMMENDATION**

Staff recommends that the Council adopt Ordinance No. 780.

#### **ATTACHMENTS**

Attachment A – Ordinance No. 780

Attachment A, Exhibit A – Shoreline Municipal Code Chapter 13.05 Wastewater Utility

# Attachment A

## ORDINANCE NO. 780

### **AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, REPEALING CHAPTER 13.05 WATER AND SEWER SYSTEMS CODE OF THE SHORELINE MUNICIPAL CODE IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 13.05 WASTEWATER UTILITY.**

WHEREAS, on June 26, 1995, the City Council adopted Ordinance No. 15, establishing an interim Water and Sewer Systems Code, incorporating by reference King County Code Title 13 and, on June 24, 1996, the City Council adopted Ordinance No. 88 specifically adopting Title 13 as it existed on June 26, 1995, as the City's Water and Sewer Systems Code; and

WHEREAS, the City's Water and Sewer Systems Code is set forth in Shoreline Municipal Code (SMC) Chapter 13.05; and

WHEREAS, on October 22, 2002, the City of Shoreline and the Ronald Wastewater District entered into an Interlocal Operating Agreement which allowed the City to assume the full management and control of the Ronald Wastewater District pursuant to chapter 35.13A RCW; and

WHEREAS, on June 12, 2017, the City of Shoreline and the Ronald Wastewater District entered into a First Amendment to the 2002 Interlocal Operating Agreement, extending that agreement for two years from the effective date of the First Amendment, unless terminated sooner pursuant to its terms or written agreement of the parties; and

WHEREAS, the City of Shoreline and the Ronald Wastewater District are currently negotiating a Wastewater Utility Operating Services Agreement, as identified in the First Amendment to the 2002 Interlocal Operating Agreement, which is intended to identify the governing wastewater system code during the term of the First Amendment of the 2002 Interlocal Operating Agreement; and

WHEREAS, while the Services Agreement will identify the governing wastewater system code during this interim period of time, upon full assumption of the Ronald Wastewater District by the City, the City must have an adequate wastewater system code; and

WHEREAS, the City's existing Water and Sewer System Code set forth in SMC Chapter 13.05 does not adequately provide for the management and control of a wastewater utility within the City's governance; and

WHEREAS, a new SMC Chapter 13.05 is necessary to establish the wastewater utility and to provide for uniform regulations for the management and control of the utility; and

WHEREAS, new regulations were developed to ensure the orderly management and control of the utility and are in compliance with state and federal wastewater requirements so as to protect the public health, safety, and welfare; and

WHEREAS, an amendment is needed to SMC Title 13 to repeal the existing SMC Chapter 13.05 and replace it with a new SMC Chapter 13.05 to reflect these wastewater utility regulations;

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

**Section 1. Repeal of SMC Chapter 13.05.** SMC 13.05 Water and Sewer Systems Code is repealed in its entirety.

**Section 2. New Chapter SMC 13.05.** A new Chapter SMC 13.05 Wastewater Utility is hereby adopted as 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 upon the official assumption of the Ronald Wastewater District by the City of Shoreline.

**PASSED BY THE CITY COUNCIL ON OCTOBER 2, 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

# **Attachment A - Exhibit A**

## **Chapter 13.05**

### **WASTEWATER UTILITY**

#### **Sections**

13.05.100	Purpose
13.05.110	Definitions
13.05.120	Utility Created
13.05.130	City Liability Provisions
13.05.140	Duty to Serve
13.05.150	Severability
13.05.160	Minimum requirements and Conflict of Provisions
13.05.170	Requirements for connection
13.05.180	Revenues and Expenditures
13.05.190	Customer classifications
13.05.200	Establish monthly rates and charges
13.05.210	Qualified low income senior and low income disabled customer rate discount
13.05.220	Facility and treatment charges
13.05.230	Adoption of Engineering Development Manual
13.05.240	Relationship to Wastewater Master Plan
13.05.250	Developer Extension – Latecomer Agreements
13.05.260	Construction inspection
13.05.270	Record drawings and certifications
13.05.280	Operation and maintenance
13.05.290	Industrial and commercial discharge pretreatment required
13.05.300	Unlawful to tamper with or damage the sewer system
13.05.310	Prohibited discharges

- 13.05.320 Right of Entry for Inspections and investigations
- 13.05.330 Violations
- 13.05.340 Requirements to connect to the system
- 13.05.350 Definition of public and private sewer facilities
- 13.05.360 Sewer Facility Easement Requirements
- 13.05.370 Number of units allowed on side sewers
- 13.05.380 Use of existing side sewers and side sewer stubs for connection
- 13.05.390 Grinder pump policy

### **13.05.100 Purpose**

This code is enacted as an exercise of the City of Shoreline's ("City") police power as set forth in Section 11 of the Washington Constitution to protect and preserve the public health, safety, and welfare. The purpose of this code shall be liberally construed to:

- A. Provide for the planning, security, design, construction, use, maintenance, repair, and inspection of public and private sanitary sewer systems;
- B. Establish programs and regulations to provide for the appropriate use of public and private sanitary sewer systems;
- C. Provide for the enforcement of the provisions of this code, the engineering standards and related city manuals and code provisions; and
- D. Provide for and promote the health, safety, and welfare of the general public and not to create, establish, or designate any particular class or group of persons who may be especially protected or benefitted.

### **13.05.110 Definitions**

Except where specifically defined herein, all words used in this code shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular; the word "shall" is always mandatory, whereas the word "may" denotes a use of discretion in making a decision. The following words and phrases, when used in this code, shall have the following meanings:

"Accessory Dwelling Unit" (ADU) means a single family residential structure as defined in Title 20 of the SMC.

"As-built" means a final drawing of the actual installation of the structures, materials and equipment as defined in the Engineering Design Manual.

"City" means the City of Shoreline.

"Connection charges" means charges imposed as a condition of providing utility service so that each connecting property bears its equitable share of the costs of the public sewer system and the utility's share of the cost of any regional sewer collection system and of the costs of facilities that benefit the property. Connection charges include those charges as defined by the utility's financial policies.

"Dangerous waste" means those solid wastes designated in WAC 173-303-070 through 173-303-100 as dangerous or extremely hazardous or mixed waste, as further defined under WAC 173-303-040.

"Developer extension" means an extension of existing city utility facilities to enable previously

unserved properties to be served, which extension is undertaken and paid for by any person, partnership, corporation or governmental entity other than the city.

“Director” means the City of Shoreline Public Works Director or designee.

“Emergency” means any natural or human caused event or set of circumstances which disrupts or threatens to disrupt or endanger the operation, structural integrity, or safety of the public sewer system; endangers the health and safety of the public; or otherwise requires immediate action by the utility.

“Engineering Development Manual” (EDM) means the city’s utility engineering standards, which include minimum standards for the design and construction of storm and surface water drainage and sanitary sewer facilities.

“FOG” means fats, oils, and grease.

“General facility charge” means a charge imposed on improvements, developments, redevelopments, or existing structures that place additional demand on the utility system. The capital recovery charge shall be based on an allocation of the utility capital investment costs as defined in the utility’s financial policies.

“Grinder Pump” means any privately-owned pump used by its owner to convey sewage into the sanitary sewer system.

“Industrial waste” means any liquid, solid or gaseous substance or combination thereof, resulting from any process of industry, manufacturing, commercial food processing, business, trade, or research, including development, recovering or processing of natural resources.

“Illicit connection” means any manmade conveyance that is connected to a public sewer without a permit, or that is not intended for collecting and conveying only sewage discharge. Examples of illicit connections include storm sewer connections, exterior floor drains, channels, pipelines, conduits, footing drains, downspouts, inlets, or outlets that should be connected directly to the municipal separate storm sewer system.

“Illicit discharge” means any discharge to a public sewer system that is not composed entirely of sewage and contains any liquid, solid or material prohibited by 40 Code of Federal Regulations and King County Code 28.84.060.

"Latecomer agreement" means an agreement, authorized by RCW 35.91.020

“Licensed side sewer contractor” means any person, partnership, corporation, or association licensed, with bonding and insurance as required by Washington State as a Contractor, duly qualified and competent to do work incident to the construction or repair of side sewers.

“Local Facilities Charge (LFC)” means a charge that applies to property owners in three areas defined in Ronald Wastewater District resolutions 2005-23 and 2006-15, where local sewer

infrastructure was not originally built by developers. The LFC is payable at the time a property is connected to the City sewer system. It recovers a proportionate share of the utility's investment in the local sewer infrastructure

"Local improvement districts" is a method of assisting benefiting properties in financing needed capital improvements through the formation of special assessment districts. Special assessment districts permit improvements to be financed and paid for over a period of time through assessments on the benefiting properties.

"Nonpolar fats" means fats, oils or grease of animal or vegetable origin.

"Polar fats" means fats, oils, or grease of mineral origin.

"Pretreatment device" means any approved device, structure, system, or method used and maintained for the purpose of bringing a waste stream within acceptable limits and standards of quality prior to its discharge to the public sewer system.

"Private sewer system" means any part of the sewer system that is not part of the public sewer system as defined in the code. This may include side sewers, sewer pipes, man holes, grinder pumps and other facilities that are specified as private facilities.

"Procedure" means a procedure adopted by the utility, by and through the director, to implement this code, or to carry out other responsibilities as may be required by this code, engineering standards, related manuals, or other codes, ordinances, or resolutions of the city or other agencies. "Procedure" as defined herein is often referred to as a standard operating procedure or SOP.

"Prohibited Discharge" means any material other than discharge intended from domestic plumbing fixtures and as defined by 40 Code of Federal Regulations, and King County Code 28.84.060.

"Property owner" means any individual, company, partnership, joint venture, corporation, association, society, or group that owns or has a contractual interest in the subject property or has been authorized by the owner to act on his/her behalf, including but not limited to an agent, contractor, applicant, or developer.

"Public sewer system" means the sanitary sewer system owned and operated by the utility.

"Redevelopment" means a site that is already substantially developed which is modified as defined by SMC Title 20 and the Engineering Design Manual.

"Residential Structure" means any structure whose primary purpose is to provide living quarters for customers. Residential Structures may be single family, multi-family, accessory dwelling unit, or micro-unit structures.

"Sanitary Sewer System" means any private or public facility that accepts and conveys sewage

or wastewater.

“Sewage” means liquid and solid waste discharged from the domestic plumbing fixtures of buildings and may include industrial wastes.

“Sewer facility” means any facility for the conveyance or storage of sewage, whether part of the public sewer system or a private sewer system, which is connected to or intended to be connected to the public sewer system.

“Sewer main” means a pipe designed or used to transport sewage, including the public side sewer stub, excluding private side sewers.

“Sewer pretreatment” means the treatment of industrial waste before discharge to the public sewer system.

“Sewer service” means providing for the disposal of sewage from a structure into the public sewer system.

“Sewer system” means any private or public facility that accepts and conveys sewage or wastewater.

“Sewer system plan” means the Wastewater Master Plan for the utility, as adopted by the City Council, as now or hereafter amended.

“Side sewer” means a privately owned pipe extending from the public side sewer stub to the connection with a building’s plumbing system.

“Side sewer stub” means that portion of the side sewer in the right-of-way or easement dedicated to the utility.

“SMC” means the City of Shoreline Municipal Code.

“Unsafe condition” means any condition on any premises, or in any private sewer system thereon, that is a hazard to public health, safety, welfare, or environment that does or may impair or impede the operation or functioning of any portion of the public sewer system or that may cause damage thereto.

“Utility” means the wastewater utility of the City of Shoreline.

“Utility developer extension agreement” means a contract between the utility and a property owner and/or developer that provides for plan review and inspection of wastewater system facilities that satisfy all applicable code requirements.

“Utility service area” means that geographic area defined by City of Shoreline as the area served by the Wastewater Utility and as may be expanded through subsequent Interlocal agreements.

“Wastewater” means sewage that is contained in and conveyed by any part of the sewer system.

“Wastewater Master Plan” means the sewer system plan or wastewater master plan as adopted by the City or as amended.

**13.05.120      Utility Created**

- A. There is hereby created and established the wastewater utility of the city of Shoreline under which the provisions of this chapter shall be carried out.
- B. The utility, by and through its director or his or her designees, including enforcement officers, is authorized to administer, implement, and enforce the provisions of this chapter, including but not limited to:
  - B.1. Develop, adopt, and carry out procedures as needed to implement this code and to carry out other responsibilities of the utility, including, but not limited to, emergency management and operations plans, procedures pertaining to the billing and collection of sewer service charges and all other fees and charges imposed pursuant to this code and procedures for periodic adjustment of fees and charges imposed pursuant to this code;
  - B.2. Prepare, adopt, update, administer and enforce, as needed, engineering standards to establish minimum requirements for the design and construction of sewer facilities and requirements for protecting existing facilities during construction. The engineering standards shall be consistent with this code and adopted city policies;
  - B.3. Administer and enforce this code and all procedures relating to the planning, acquisition, design, construction, inspection, maintenance, management, operation, and alteration of the public sewer system, including capital improvements;
  - B.4. Administer and enforce this code and all procedures relating to permitting and inspection of private side sewers and private sewer systems;
  - B.5. Advise the city council, city manager and other city departments and commissions on matters relating to the utility;
  - B.6. Direct the preparation of, prepare and recommend the Wastewater Master Plan for adoption by the city council and implementation by the utility;

- B.7. Perform or direct the performance of financial review and analysis of the utility's revenues, expenses, indebtedness, rates, and accounting and recommend budgets, rates, and financial policy for adoption by the city council;
- B.8. Develop and implement programs related to sewer use, including an industrial pretreatment waste management program for protection of the public sewer system;
- B.9. Direct Code enforcement action;
- B.10. Advise the City Council regarding easement agreements with property owners that are necessary for public facilities;
- B.11. Approve variances to the Wastewater Municipal Code in accordance with SMC Title 20;
- B.12. Advise the City Council pursuant to Chapter 35.91 RCW, the Municipal Water and Sewer Facilities Act, including contracts that provide for the reimbursement of owners constructing facilities (latecomer agreements) and agreements with private property owners for the extension of the sewer system (utility developer extension agreements);
- B.13. Advise the City Council regarding agreements with property owners for maintenance agreements;
- B.14. Advise the City Council regarding interlocal agreements with public agencies for procurement of personnel or equipment necessary in direct support of the public sewer system; and
- B.15. To accept ownership of private sewer facilities into the city's utility system.

**13.05. 130 City liability provisions**

- A. Nothing contained in this code is intended to nor shall be construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of property owners or responsible parties to comply with the provisions of this code, engineering standards, or related manuals, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued in connection with the application or enforcement of this code, engineering standards, or related manuals, or by reason of any action or inaction on the part of the city related in any

manner to the application or enforcement of this code, engineering standards, or related manuals by the city, its officers, employees, or agents.

- B. Nothing in this code, engineering standards, or related manuals shall impose any liability on the city or any of its officers, employees, or agents for cleanup or any harm relating to sites containing hazardous materials, wastes or contaminated soil.
- C. Nothing contained in this code, engineering standards, or related manuals shall require city involvement or enforcement of this code for private disputes occurring between property owners.

**13.05.140      Duty to serve**

- A. The utility is responsible for providing service to all customers within the utility service area, subject to the requirements of the Wastewater Code, other provisions within the Shoreline Municipal Code, and applicable Washington State law.
- B. The utility does not guarantee that sewer service will be continuously available within the sewer system.
- C. Sewer service may be interrupted or temporarily unavailable due to planned, unplanned events, unforeseen circumstances, or emergencies.
- D. The utility is not responsible or liable to any property owners, tenants or third parties for costs, damages, or other consequences for the service interruptions.

**13.05.150      Severability**

- A. If any provision of this code, engineering standards, or related manuals, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the remainder of the code, engineering standards, or related manuals, or the application of the provision to other persons or circumstances is not affected, and to this end the provisions of this code are declared to be severable.

**13.05.160      Minimum requirements and Conflict of Provisions**

- A. The requirements of this chapter are the minimum requirements.
- B. They do not replace, repeal or supersede more stringent requirements, rules, regulations, covenants, standards or restrictions.
- C. Should a conflict occur between the provisions of this code, the engineering standards or manuals adopted by the city in relation to this code, or between this code, the engineering standards and related manuals with laws, regulations, codes, or rules promulgated by other authority having jurisdiction within the city, the

most restrictive requirement shall be applied, except when constrained by federal or state law, or where specifically provided otherwise in this code.

**13.05.170 Requirements for connection**

- A. Property owners seeking to or who are required to connect to the sewer system shall make application through the City's permit process.
- B. The applicant shall provide all designs, engineering plans and other documents required by the Engineering Development Manual.
- C. The applicant may proceed with construction only when approval of the designs and engineering plans are received from the Director.
- D. The applicant shall pay all permit fees, connection and treatment charges, as applicable.
- E. The applicant shall have received all approvals for final inspections on the sewer work.

**13.05.180 Revenues and expenditures**

- A. Fees, rates, and charges associated with the Wastewater Utility are set forth in Title 3 of the SMC. All fees, rates, and charges pursuant to this chapter shall be credited and deposited in the Wastewater Utility enterprise fund pursuant to Title 3.
- B. Fees deposited in the Wastewater Utility enterprise fund shall be expended for:
  - 1. Administering, operating, paying treatment costs, costs required to reduce treatment that may be required by King County Wastewater, maintaining, or improving the Sewer system, including any part of the cost of planning, designing, acquiring, constructing, repairing, replacing, improving, regulating, public education, or operation of the Sewer system owned by the City; and
  - 2. Paying or securing the payment of all or any portion of any debt issued for the purposes set forth for the improvements or operations of the system and the related reserve and coverage requirements.
- C. Fees shall not be transferred to any other funds of the City except to pay for expenses attributable to the Wastewater Utility.

**13.05.190 Customer classifications**

- A. The City Council may establish classifications of sewer customers based on criteria determined by the City Council, and may establish rates and charges for each customer classification.

**13.04.200      Establish monthly rates and charges**

- A. The City Council shall establish rates for sewer facility use and service. The utility may establish classifications of customers or service, using any method or methods authorized by law.
- B. Sewer rates shall be based on revenue requirements necessary to cover all costs of the utility, as authorized by the City Council by the adoption of City budgets and subsequent amendments.
- C. The sewer rates determined shall be guided by adopted financial policies and bond covenants.
- D. The sewer rates shall be evaluated periodically; rate adjustments shall be recommended as determined by the City Council and as needed to meet revenue requirements.

**13.05.210      Qualified low income senior and low income disabled customer rate discount**

- A. The City may establish service rates for qualified low income senior and low income disabled customers. The determination of qualified accounts shall be as defined in the City's financial policies.

**13.05.220      Capacity, collection, facility and treatment charges**

- A. Capacity charges shall be paid for all new or change of use wastewater connections that are served by King County.
- B. Collection charges shall be paid by property owners to recover all costs of operating the wastewater collection system.
- C. General facility charges (GFC) shall be paid by property owners in order that each new or change in use connection bears an equitable share of the cost of the public sewer system.
- D. Local facilities charges shall be paid by property owners located in previously unsewered areas in order to recover a proportionate share of the cost of the local sewer infrastructure.
- E. Treatment charges shall be paid by property owners served by either King County or the City of Edmonds.
- F. The administration of capacity, collection, facility and treatment charges shall be as defined in the City's financial policies.

**13.05.230 Adoption of Engineering Development Manual**

- A. The code adopts and references the City of Shoreline Engineering Development Manual, current edition, and all publications, standards, and codes referenced in the Manual.

**13.05.240 Relationship to Wastewater Master Plan**

- A. A wastewater system plan, which may also be referred to as the City's sewer system master plan, shall be developed by the utility for review and adoption by the city council as required by state law.
- B. The utility shall recommend supplements or updated plans for adoption by the city council as needed.

**13.05.250 Developer Extension – Latecomer Agreement**

- A. The City may enter into contracts with owners of real estate as provided in the Municipal Water and Sewer Facility Act (RCW 35.91) to provide for the extension of mainlines, prior to the property owner(s) initiating plans for the improvement, where the owner(s) of property desire to construct additional sewer facilities not previously provided by the City and where such facilities may upon completion and acceptance become a part of the City's wastewater collection system.
- B. No developer extension shall be undertaken without prior execution of a developer extension agreement. The Director or designee may approve and enter into developer extension agreements on forms prepared by the city attorney.
- C. In any case where a latecomer agreement is contemplated in connection with a developer extension, the latecomer agreement shall be finalized, approved and executed prior to or simultaneous with the city's acceptance of ownership of the developer extension.
- D. Developer extensions and latecomer agreements shall be executed in accordance with the requirements referenced in the Engineering Design Manual.

**13.05.260 Construction inspection**

- A. All work on public or private sewer systems shall be subject to inspection by the Director.
- B. All work for which a permit is required shall be subject to inspection by the Director and such work shall remain accessible and exposed for inspection until approved.
- C. The City shall not be liable for expenses for the removal or replacement of any material required to allow inspections.

- D. The standards of this Code and the Engineering Design Manual shall be enforced regardless of any inspection or approval of work.
- E. Certified reports of third party inspection agencies may be accepted only with advance concurrence by the Director.
- F. The permit holder shall notify the City when the work is ready for inspection and shall follow the procedures outlined in the permit.
- G. Any deviation from the prescribed procedures for notification or compliance with the permit process may result in the need for a re-inspection of the work.
- H. Any portions of the work that are not approved shall be immediately remedied and excavations shall not be backfilled until authorized by the Director.

**13.05.270 Record Drawings and Certifications**

- A. All private side sewer applicants shall file an as-built drawing showing the location and configuration of the private side sewer and private sewer facilities in accordance with the requirements referenced in the Engineering Design Manual.

**13.05.280 Operation and Maintenance**

- A. The utility has responsibility for maintenance of the public sewer system unless otherwise provided by agreement, local ordinance, or state law.
- B. Owners of private side sewers and sewer systems are solely responsible for maintenance and operation of such private systems unless otherwise provided by agreement.
- C. All side sewer cleaning contractors, side sewer contractors and owners, prior to cleaning or repairing existing side sewers shall notify the utility of such operations and comply with utility requirements. Debris cleaned from a side sewer shall be removed and shall not be caused to enter the sewer main. If debris causes a downstream blockage, the owner or his agent shall be liable for any resulting damages.

**13.05.290 Industrial and commercial discharge pretreatment required**

- A. All customers shall prevent, control and immediately correct illicit discharges, prohibited discharges or material prohibited by 40 Code of Federal Regulation or King County Code 28.84.060.
- B. Any wastewater utility customer, if directed by the utility shall discharge to the public sewer system as necessary to prevent and/or correct hazardous, dangerous,

or explosive conditions or blockage, operation failure or premature degradation of the public sewer system.

- C. All restaurants and food-processing businesses shall install pretreatment methods, such as grease interceptors, oil-water separators, biological or chemical treatment and other best available technology, to reduce or eliminate FOG discharges. All pretreatment systems are subject to review and periodic approval by the utility.
- D. The utility may require sampling tees or inspection tees or manholes in the side sewer connection to the public sewer system at their discretion.
- E. The Utility may inspect pretreatment devices periodically at their sole discretion. All violations of the pretreatment requirements or defects in the pretreatment equipment shall be corrected immediately by the customer. Repeat failures of the pretreatment requirements or failure to correct defects in pretreatment equipment may result in a violation of this Code and the customer may be subject to the enforcement outlined in the SMC Title 20.

**13.05.300      Unlawful to tamper with or damage the sewer system**

- A. It is a violation of this code to tamper with or damage any part of any sewer system, public or private, in any manner.
- B. It is a violation of this code to interfere with or hamper the operation of any part of the sewer system, public or private.
- C. It is a violation of this code to connect to the sewer system in any manner that is inconsistent with the requirements for connection.
- D. It is a violation of this code to discharge any material or liquid into the sewer system through manholes, cleanouts, or other structures without the prior approval of the Director.
- E. Any person causing damage by interference, tampering or connecting to the sewer system shall be determined to be responsible for all costs incurred by the City to repair the damage and for any damage claims tendered to the City by third parties that arise as a result of these acts.

**13.05.310      Prohibited discharges**

- A. It is unlawful to discharge or cause to be discharged any water from yard drains, footing drains, downspouts or any other source of groundwater, rainwater, or storm water, into the public sewer system.

- B. It is unlawful to discharge or cause to be discharged any liquids, solids or materials into the public sewer defined as illicit discharge and as defined in 40 Code of Federal Regulations or King County Code 28.84.060.
- C. It is unlawful to allow any illicit connection to the public sewer system that is defined under the SMC.
- D. It is unlawful to discharge or cause to be discharged any liquids, solids or materials defined as dangerous waste under Chapter 173-303 WAC as now enacted or hereafter amended.
- E. It is unlawful to discharge or cause to be discharged any liquids, solids or materials prohibited by King County Department of Natural Resources Wastewater Treatment Division's Industrial Waste Program.
- F. Any person with knowledge or suspicion of unlawful discharge, illicit connections, or illicit discharge into the public sewer system of any manner shall be obligated to contact and report the discharge to the Director immediately.

**13.05.320 Right of Entry for Inspections and investigations**

- A. An authorized representative of the utility may enter private property at all reasonable times to conduct inspections, tests or carry out other duties imposed by this code, provided that the utility has a recorded covenant, easement or other legal agreement granting such right of entry.
- B. Without a legally granted right of entry, the utility shall first notify the proper owner or person responsible for the premises and seek entry permission. If entry is refused, the Director shall have recourse to every remedy provided by law to secure entry.
- C. For inspection programs authorized by the director or his designee, the utility may provide advance mailings of its intent to inspect properties consistent with such inspection, testing or other utility programs.

**13.05.330 Violations**

- A. Any activity or action caused or permitted to exist in violation of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance. Such violations are subject to enforcement under SMC Title 20.
- B. If a violation of the code exists, the City may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for the abatement, shall be given to the person responsible for the property and the violation as soon as reasonably possible after the abatement. The director shall

make the determination of a condition, substance, act or other occurrence constituting an imminent nuisance requiring summary abatement. Costs, both direct and indirect, of the abatement may be assessed as provided under SMC Title 20.

**13.05.340 Requirements to connect to the system**

- A. Any property containing a structure that contains fixtures or uses which generate sewage that must be disposed of by the sewer system shall connect to the sewer system when the property is sold or ownership interest transferred in any manner or when there is an order from King County Department of Health, or its successor agency, requiring the property to connect to the public sewer system.

**13.05.350 Definition of public and private sewer facilities**

- A. Utility Ownership of Sewer Facilities
  - 1. The utility owns all sewer facilities in public right-of-way and in easements dedicated to the public and accepted by the utility, except to the extent that private ownership is otherwise indicated as a matter of record. Such facilities typically include mains, pump/lift stations and side sewer stubs that are defined as that portion of the side sewer between the public sewer main and the edge of right-of-way or easement line.
- B. The utility may acquire existing private sewer facilities, provided:
  - 1. Utility ownership of the facility would provide a public benefit;
  - 2. Necessary and appropriate property rights are offered by the property owner at no cost to the utility;
  - 3. The facility substantially meets current standards, as determined by the utility, or is brought up to current standards by the owner;
  - 4. The utility has adequate resources to maintain the facility;
  - 5. The facility is transferred to the utility by bill of sale at no cost to the utility.
- C. Private Ownership of Side Sewers
  - 1. Side sewers located on private property are exclusively owned by the underlying property owner(s), unless otherwise assigned or dedicated by easement to and

accepted by the city, except to the extent that public ownership is otherwise indicated as a matter of record.

2. Property owners shall be responsible for the development, maintenance, and repairs of private side sewers and their appurtenances, including but not limited to connection to 6" sewer stub, check valves, cleanouts, and pumps.

**13.05.360 Sewer facility easement requirements**

- A. An easement is required to be granted to the utility whenever:
  1. A public sewer facility will be built on private property;
  2. The utility agrees to provide maintenance to privately owned facilities.
- B. An easement is required to be granted between property owners whenever:
  1. A private sewer facility will be built on property owned by a different private party; or
  2. A side sewer will serve two or more properties.

**13.05.370 Number of units allowed on side sewers**

- A. A maximum of four residential structures may be allowed on a six-inch diameter side sewer pipe.
- B. A maximum of six residential structures may be allowed on a six-inch diameter side sewer pipe.
- C. More than six residential structures require an eight-inch or larger diameter side sewer pipe.

**13.05.380 Use of existing side sewers and side sewer stubs for connection**

- A. Existing private side sewers or public side sewer stubs may not be used for service to new single family residential structures, commercial structures or for any property that has been redeveloped.
- B. Deviations to this code may be granted by the Director on a case by case basis subject to the connection criteria referenced in the Engineering Development Manual.

**13.05.390      Grinder pump policy**

- A. Grinder pumps and required appurtenances may be installed on a case by case basis and as approved by the Director.
- B. Grinder pumps shall be privately owned and maintained unless operation and maintenance agreements are approved by the Director.
- C. The utility may agree to provide maintenance service to maintain private individual grinder pumps or sewage pump stations that serve more than one residence, by contract and at the owner's expense, in order to meet the City's obligation to the Washington State Department of Ecology for maintenance responsibility.
- D. Grinder pumps shall only be used for sewage that may not physically be conveyed to the public side sewer stub by gravity. All sewage that may be conveyed to the public side sewer stub by gravity shall be conveyed by gravity.

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Adoption of Ordinance No. 797 – SMC 13.12 Floodplain Management Code Update for FEMA Requirement		
<b>DEPARTMENT:</b>	Public Works		
<b>PRESENTED BY:</b>	Uki Dele, Surface Water and Environmental Services Manager		
<b>ACTION:</b>	<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:**

The City is a participating community in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). To participate, the City must adopt and enforce a floodplain management ordinance that regulates development in the City's floodplains and that meets state and federal standards.

The NFIP has four goals: (1) provide affordable flood insurance coverage not available in the private market, (2) stimulate local floodplain management to guide future development, (3) emphasize less costly nonstructural flood control regulatory measures over structural measures, and (4) reduce Federal disaster costs by shifting the burden from all taxpayers to floodplain occupants.

On May 19, 2017, FEMA conducted a Community Assistance Contact (CAC) with the City of Shoreline. CACs are cursory assessments of a community's flood plain management program that ensures communities participating in NFIP are properly regulating flood plain management and development.

Part of the assessment included a FEMA review of the City of Shoreline's Floodplain Management regulations contained in Chapter 13.12 of Shoreline Municipal Code (SMC). One of the findings was that SMC Chapter 13.12 requires two updates in order to meet the minimum requirements of the NFIP – a modification to definitions (SMC 13.12.105) and an update to the date of the Flood Insurance Study for King County (SMC 13.12.300).

In response to this finding and direction from FEMA, staff drafted the limited, proposed updates to the SMC Chapter 13.12 as set forth in proposed Ordinance No. 797. Adoption of this ordinance will maintain the City's eligibility for the National Flood Insurance Program (NFIP). On September 11, 2017, the proposed ordinance was discussed with council.

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact associated with tonight's action.

## **RECOMMENDATION**

Staff recommends that Council move to adopt Ordinance No. 797

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

## **INTRODUCTION**

On May 19, 2017, the Federal Emergency Management Agency (FEMA) conducted a Community Assistance Contact (CAC) with the City of Shoreline. CACs are cursory assessments of a community's flood plain management program, which consists of the following broad tasks: interview with the community Flood Plain Administrator, flood plain management compliance and implementation analysis, and a determination whether a community field survey is needed through FEMA or the Washington State Department of Ecology.

CACs ensure that communities participating in the National Flood Insurance Program (NFIP) are properly regulating flood plain management and development by serving the following purposes:

1. Encourage communication among local flood plain administrators, the State NFIP Coordinator, and FEMA;
2. Ensure community NFIP compliance through ordinance enforcement and permitting procedures;
3. Facilitate discussion of local flood plain management duties and identify discrepancies; and
4. Assess community flood plain administrator training needs.

CACs serve as a vital component in protecting the City of Shoreline from liability of damages sustained during flooding events. The main goal, however, is to protect the public's health, safety, and welfare by ensuring development in the flood plain occurs in a safe manner. To accomplish these objectives, a community's NFIP participation must be effectively administered through accurate flood plain regulations.

Findings from the CAC assessment have been documented in Attachment A. One of the findings was that the City of Shoreline's Floodplain Management regulations contained in Chapter 13.12 of Shoreline Municipal Code (SMC) requires two updates in order to meet the minimum requirements of the NFIP – a modification to definitions (SMC 13.12.105) and an update to the date of the Flood Insurance Study for King County (SMC 13.12.300).

In response to these findings and direction from FEMA, staff drafted Ordinance No. 797 to update SMC Chapter 13.12. Adoption of this ordinance will bring the City in compliance with FEMA regulations and maintain the City's eligibility for the NFIP. On September 11, 2017, the proposed ordinance was discussed with Council and the staff report documenting the discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport091117-8c.pdf>

## **BACKGROUND**

The City is a participating community in FEMA's NFIP. To participate, the City must adopt and enforce a floodplain management ordinance that regulates development in the City's FEMA designated floodplains. Flood insurance rate maps that delineate high hazard flood areas are subject to floodplain regulation and required flood insurance. In

Shoreline, these FEMA floodplains are currently regulated along the North Fork of Thornton Creek, Boeing Creek, and the Puget Sound shoreline.

Floodplains are areas of land that are inundated by surface water during large storm events. FEMA regulates floodplains on the “base flood” or sometimes referred to as the 100-year flood. The 100-year flood is defined as having a 1% chance of occurrence in any given year. A 100-year flood may seem like a rare occurrence, but has a 26% probability of occurring over the life of a 30-year mortgage for a home located within a 100-year flood zone. FEMA floodplain maps and studies are usually performed along streams, rivers, or coastlines that are subject to development or potential development that are likely to be affected by flooding.

Federal flood insurance is available only in those communities that participate in the NFIP. Flood insurance is required for federally backed loans to purchase or build structures located within a FEMA designated floodplain. Additionally, this insurance can be purchased for any walled or roofed building and its contents anywhere in a participating community, whether or not the building is in a floodplain.

### **DISCUSSION**

The limited proposed updates to SMC Chapter 13.12 are described below and documented in Exhibit A to Attachment B. The updates are administrative in nature so as to provide consistency with the updated FEMA regulations. The proposed amendments do not impact the current operations of the City’s Floodplain management programs.

1. SMC 13.12.105 Definitions
  - a. Revision of the definition of “Elevation Certificate” to reflect the updated version of the referenced document
  - b. Added a definition for “Market Value”
  - c. Revised the definition of “Start of Construction” to match 44 CFR 59.1
2. SMC13.12 300 B Special Flood Hazard Area
  - a. Updated date reference to reflect the most recent date on Flood Insurance Studies.

At the September 11, 2017 Council meeting where this item was discussed, the Council did not express any questions or concerns with the proposed ordinance as written. As such, proposed Ordinance No. 797 remains unchanged since that discussion and is attached for adoption.

### **COUNCIL GOAL ADDRESSED**

This item supports City Council Goal #3: Promote and enhance the City’s safe community and neighborhood programs and initiatives.

### **RESOURCE/FINANCIAL IMPACT**

There is no financial impact associated with tonight’s action.

## **RECOMMENDATION**

Staff recommends that Council move to adopt Ordinance No. 797

## **ATTACHMENTS**

Attachment A: Summary Results from CAC Assessment

Attachment B: Proposed Ordinance No. 797

Attachment B, Exhibit A: Proposed Amendments to SMC Chapter 13.12

**WASHINGTON STATE MODEL ORDINANCE  
(EVALUATION SHEET)**  
UPDATED TO REFLECT NEW EC FORM NO. & MFR HOME PUB

LOCALITY:\_\_\_ CITY OF SHORELINE, KING COUNTY\_\_\_

REVIEWER'S NAME:\_\_\_ CHARLIE KLINE \_\_\_

ORDINANCE NO:\_\_\_ 13.12 \_\_\_

DATE:\_\_\_ MAY 9, 2017 \_\_\_

ORDINANCE DATE:\_\_\_ SEPTEMBER 2, 2013 \_\_\_

REASON FOR REVIEW:\_\_\_ CAC \_\_\_

CRITERIA & MODEL ORDINANCE REFERENCE		A	B	C	D	E	FEDERAL REGULATION REFERENCE
1	<b>MODEL ORDINANCE 3.2</b> <b>BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD</b>  The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for (___community name___) " dated (___), (20___), and any revisions thereto*, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto*, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file at (___community address___). The best available information for flood hazard area identification as outlined in Section 4.3-2 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 4.3-2. <i>* In some communities, the phrase "and any revisions thereto" is not considered legally binding and should not be adopted.</i>						44 CFR 60.3(c)(1)d)(2)  <div style="background-color: red; color: black; padding: 5px;">             X              13.12.300(B) – Cannot find referenced FIRM anywhere. Was it a LOMR? Should be FIS for King County and Incorporated Areas dated 04/19/2005.           </div> <i>Recommended [UD]</i>
1a	<b>MODEL ORDINANCE 3.7</b> <b>SEVERABILITY</b>  If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.						Mandatory ✓ 13.12.800(H)
2	<b>MODEL ORDINANCE 4.1-1</b> <b>DEVELOPMENT PERMIT REQUIRED</b>  A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 3.2. The permit shall be for all structures including manufactured homes, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in the "Definitions."						44 CFR 60.3(b)(1) ✓ 13.12.700(A)(1)
3	<b>MODEL ORDINANCE 4.3-1(2)</b> <b>PERMIT REVIEW</b>  Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local						44 CFR 60.3(a)(2) ✓ 13.12.700(A)(2)

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B = Flood Insurance Rate Map without elevation

C = Flood Insurance Rate Map with base flood elevations

D = Flood Insurance Rate Map with floodways

E = Flood Insurance Rate Map with floodways and V zones

OK...(✓)

No...(N)

Other...(X) and explain

Revised September 2004

	governmental agencies from which prior approval is required.					
4	<b>MODEL ORDINANCE 4.3-2</b> <b>USE OF OTHER BASE FLOOD DATA</b>  When base flood elevation data has not been provided (in A or V Zones) in accordance with Section 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the ( <i>Local Administrator</i> ) shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 5.2, SPECIFIC STANDARDS, and 5.4 FLOODWAYS.					44 CFR 60.3(b)(4) ✓ 31.12.300(C)6
5	<b>MODEL ORDINANCE 4.3-3</b> <b>INFORMATION TO BE OBTAINED AND MAINTAINED</b>  (1) Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in Section 4.3-2, obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.  (2) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 4.3-2: (i) Obtain and record the elevation (in relation to mean sea level) to which the structure was floodproofed, (ii) Maintain the floodproofing certifications required in Section 4.1-2(3).  (3) Maintain for public inspection all records pertaining to the provision of this ordinance.					44 CFR 60.3(b)(5)(i) ✓ 13.12.700(D)(5)(c) ✓ 13.12.700(D)(7)(a) for basement  44 CFR 60.3(b)(5)(ii) ✓ 13.12.700(D)(8)  44 CFR 60.3(b)(5)(iii) ✓ 13.12.800(A)
6	<b>MODEL ORDINANCE 4.3-4(1)</b> <b>ALTERATION OF WATERCOURSES</b>  Notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.					44 CFR 60.3(b)(6) ✓ 13.12.600(E)(2)
7	<b>MODEL ORDINANCE 4.3-4(2)</b> <b>ALTERATION OF WATERCOURSES</b>  Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.					44 CFR 60.3(b)(6) ✓ 13.12.600(E)(3)
8	<b>MODEL ORDINANCE 4.3-5</b> <b>INTERPRETATION OF FIRM BOUNDARIES</b>  Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provide in Section 4.4. <i>* If you do not include Section 4.4 (VARIANCE PROCEDURE), end the above sentence after the word "interpretation" and add the following sentence: "Such appeals shall be granted</i>					<i>OPTIONAL PROVISION</i>

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B = Flood Insurance Rate Map without elevation

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E = Flood Insurance Rate Map with floodways and V zones

OK...(✓) No...(N) Other...(X) and explain

	<i>consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76)."</i>						
9A	<b>MODEL ORDINANCE 5.1-1(1)</b> ANCHORING  All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.						44 CFR 60.3(a)(3)(i) ✓ 13.12.500(B)3
9B	<b>MODEL ORDINANCE 5.1-1(2)</b> ANCHORING  All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. <i>For more detailed information, refer to guidebook, FEMA P-85, "Protecting Manufactured Homes from Floods and Other Hazards."</i>						44 CFR 60.3(b)(8) ✓ 13.12.500(B)3
9D	<b>MODEL ORDINANCE 5.1-2(1)</b> CONSTRUCTION MATERIALS AND METHODS  All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.						44 CFR 60.3(a)(3)(ii) ✓ 13.12.500(B)5
9E	<b>MODEL ORDINANCE 5.1-2(2)</b> CONSTRUCTION MATERIALS AND METHODS  All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.						44 CFR 60.3(a)(3)(iii) ✓ 13.12.500(B)(4)
9F	<b>MODEL ORDINANCE 5.1-2(3)</b> CONSTRUCTION MATERIALS AND METHODS  Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.						44 CFR 60.3(a)(3)(iv) ✓ 13.12.400(A)(5)
10	<b>MODEL ORDINANCE 5.1-3(1), (2), (3), AND (4)</b> UTILITIES  (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;  (2) Water wells shall be located on high ground that is not in the floodway*  (3) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters; and  (4) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.  * <i>FEMA endorses the more restrictive WA floodway standard</i>						44 CFR 60.3(a)(5) ✓ 13.12.500(G)(1)  WAC 173-160-171 ✓ 13.12.500(G)(2)  44 CFR 60.3(a)(6)(i) ✓ 13.12.500(G)(3)  44CFR 60.3(a)(6)(ii) ✓ 13.12.500(G)(4)

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OK...(✓) No...(N) Other...(X) and explain

	<i>identified in WAC 173-160-171</i>						
11	<b>MODEL ORDINANCE 5.1-4</b> <b>SUBDIVISION PROPOSALS</b>  (1) All subdivision proposals shall be consistent with the need to minimize flood damage;  (2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;  (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage;  (4) Where base flood elevation data has not been provided or is not available from another authorized source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres (whichever is less).						44 CFR 60.3(a)(4)(b)(3) ✓ 13.12.400(1)  44 CFR 60.3(a)(4)(i) ✓ 13.12.400(5)  44 CFR 60.3(a)(4)(iii) ✓ 13.12.400(7) 44 CFR 60.3(b)(3) ✓ 12.12.300(E)4
12	<b>MODEL ORDINANCE 5.1-5</b> <b>REVIEW OF BUILDING PERMITS</b>  Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (Section 4.3-2), applications for building permits shall be reviewed to assure that proposed construction will be <i>reasonably safe from flooding</i> . The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.						44 CFR 60.3(a)(3) ✓ 13.12.300(C)(7)
13	<b>MODEL ORDINANCE 5.2</b> <b>SPECIFIC STANDARDS</b> In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, or Section 4.3-2, USE OF OTHER BASE FLOOD DATA, the following provisions are required:  <i>* Additional standards were clarified in FEMA Technical Bulletin 11-01, "Crawlspace Construction for Buildings Located in Special Flood Hazard Areas"</i>						44 CFR 60.3(c)(1)   OPTIONAL PROVISIONS
14	<b>MODEL ORDINANCE 5.2-1</b> <b>RESIDENTIAL CONSTRUCTION</b>  (1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more* above the base flood elevation (BFE). <i>* Minimum standards require the lowest floor to be elevated "to or above" the BFE; however, adding an additional foot of freeboard increases safety and reduces insurance premiums and its adoption is strongly encouraged by FEMA. This note applies throughout the model ordinance.</i>  (2) Fully enclosed areas below the lowest floor that are subject						44 CFR 60.3(c)(2) ✓ 12.12.500(B)(1)         44 CFR 60.3(c)(5)

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OK...(✓) No...(N) Other...(X) and explain

	<p>to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:</p> <p>(i) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.</p> <p>(ii) The bottom of all openings shall be no higher than one foot above grade.</p> <p>(iii) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.</p>				13.12.500(B)6
15	<p><b>MODEL ORDINANCE 5.2-2</b> <b>NONRESIDENTIAL CONSTRUCTION</b></p> <p>New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more* above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:</p> <p>(1) Be floodproofed so that below one foot or more above the base flood level of the structure is watertight with walls substantially impermeable to the passage of water;</p> <p>(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads including the effects of buoyancy</p> <p>(3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 4.3-3(2);</p> <p>(4) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in 5.2-1(2);</p> <p>(5) Applicants who are floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one foot below).</p>				<p>44 CFR 60.3(c)(3)(i) ✓ 13.12.500(C)1 – references back to freeboard requirement in section above.</p> <p>44 CFR 60.3(c)(3)(ii) ✓ 13.12.500(C)(2) a - c</p> <p>44 CFR 60.3(c)(4)(i) ✓ 13.12.500(C)(2)d</p> <p>44 CFR 60.3(c)(5) ✓ 13.12.500(C)(1) – references back to section above.</p> <p><i>This bullet is not required per 44 CFR but it is recommended</i></p>
16	<p><b>MODEL ORDINANCE 5.2-3</b> <b>MANUFACTURED HOMES</b></p> <p>(1) All manufactured homes to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement*.</p> <p>* If this phrase is applied to all manufactured homes in the</p>				<p>44 CFR 60.3(c)(6) ✓ 13.12.500(D) – requires MH to meet standards of structures plus anchoring.</p>

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OK...(✓) No...(N) Other...(X) and explain

	<p>floodplain, then the remaining verbiage is not necessary to adopt.</p> <p>This applies to manufactured homes:</p> <p>(i) Outside of a manufactured home park or subdivision,</p> <p>(ii) In a new manufactured home park or subdivision,</p> <p>(iii) In an expansion to an existing manufactured home park or subdivision, or</p> <p>(iv) In an existing manufactured home park or subdivision on a site which a manufactured home has incurred “substantial damage” as the result of a flood; and</p> <p>(2) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the above manufactured home provisions be elevated so that either:</p> <p>(i) The lowest floor of the manufactured home is elevated one foot or more* above the base flood elevation, or</p> <p>(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.</p>				<p>44 CFR 60.3(c)(6)(i)</p> <p>44 CFR 60.3(c)(6)(ii)</p> <p>44 CFR 60.3(c)(6)(iii)</p> <p>44 CFR 60.3(c)(6)(iv)</p> <p>44 CFR 60.3(c)(12)</p> <p>44 CFR 60.3(c)(12)(i)</p> <p>44 CFR 60.3(c)(12)(ii)</p>
17	<p><b>MODEL ORDINANCE 5-2-4</b></p> <p><b>RECREATIONAL VEHICLES</b></p> <p>Recreational vehicles placed on sites are required to either:</p> <p>(i) Be on the site for fewer than 180 consecutive days, (or)</p> <p>(ii) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or</p> <p>(iii) Meet the requirements of 5.2-3 above and the elevation and anchoring requirements for manufactured homes.</p>				<p>44 CFR 60.3(c)(14)(i-iii)</p> <p>✓ 13.12.500(E)</p>
18	<p><b>MODEL ORDINANCE 5.3</b></p> <p><b>AE AND A1-30 ZONES WITH BASE FLOOD ELEVATIONS BUT NO FLOODWAYS</b></p> <p>In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community’s FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.</p>				<p>44 CFR 60.3(c)(10)</p> <p>✓ 13.12.600(C)(2)</p>
19	<p><b>MODEL ORDINANCE 5.4</b></p> <p><b>FLOODWAYS</b></p> <p>Located within areas of special flood hazard established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:</p>				<p>44 CFR 60.3(d)</p>

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OK...(✓)

No...(N)

Other...(X) and explain

	<p>(1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.</p> <p>(2) Construction or reconstruction of residential structures is prohibited within designated floodways*, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.</p> <p><i>* FEMA endorses the more restrictive WA floodway standard adopted in WAC 173-158-070.</i></p> <p>(3) If Section 5.4(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 5.0, PROVISIONS FOR FLOOD HAZARD REDUCTION.</p>			<p><i>44 CFR 60.3(d)(3)</i> ✓ 13.12.600(C)(1)</p> <p><i>WAC 173-158-070</i> ✓ 13.12.600(C)(1)</p>
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OK...(✓)

No...(N)

Other...(X) and explain

20	<p><b>MODEL ORDINANCE 5.7</b>  <b>CRITICAL FACILITY</b></p> <p>Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.</p>					<p><i>OPTIONAL PROVISION</i>  ✓ 13.12.400(D)</p>
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OK...(✓)

No...(N)

Other...(X) and explain

**APPENDIX A: COMMUNITIES WITH SHALLOW FLOODING  
IDENTIFIED AS AO ZONES ON FLOOD INSURANCE RATE MAPS (FIRM)**

CRITERIA & MODEL ORDINANCE REFERENCE		A	B	C	D	E	FEDERAL REGULATION REFERENCE
21	<p><b>MODEL ORDINANCE 5.5</b> <b>STANDARDS FOR SHALLOW FLOODING AREAS (AO ZONES)</b></p> <p>Shallow flooding areas appear on FIRMs as AO zones with depth designations. The base flood depths in these zones range from 1 to 3 feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. In these areas, the following provisions apply:</p> <p>(1) New construction and substantial improvements of residential structures and manufactured homes within AO zones shall have the lowest floor (including basement) elevated above the highest adjacent grade to the structure, one foot or more above* the depth number specified in feet on the community's FIRM (at least two feet above the highest adjacent grade to the structure if no depth number is specified).</p> <p>(2) New construction and substantial improvements of nonresidential structures within AO zones shall either:</p> <p>(i) Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot or more above* the depth number specified on the FIRM (at least two feet if no depth number is specified); or</p> <p>(ii) Together with attendant utility and sanitary facilities, be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer, or architect as in section 5.2-2(3).</p> <p>(3) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.</p> <p>(4) Recreational vehicles placed on sites within AO Zones on the community's FIRM either:</p> <p>(i) Be on the site for fewer than 180 consecutive days, or</p> <p>(ii) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or</p> <p>(iii) Meet the requirements of 5.5(1) and 5.5(3) above and the anchoring requirements for manufactured homes (Section 5.1-1(2)).</p>						<p><i>OPTIONAL PROVISION</i></p> <p><i>44 CFR 60.3(c)(7)</i></p> <p><i>44 CFR 60.3(c)(8)</i></p> <p><i>44 CFR 60.3(c)(8)(ii)</i></p> <p><i>44 CFR 60.3(c)(11)</i></p>

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OK...(✓)

No...(N)

Other...(X) and explain

**APPENDIX B: COMMUNITIES WITH COASTAL VELOCITY (V ZONES)**  
**PRESENT ON FIRM AND AN ORDINANCE COMPLIANT WITH 44 60.3(E)**

CRITERIA & MODEL ORDINANCE REFERENCE	E	FEDERAL REGULATION REFERENCE
<p>22 <b>MODEL ORDINANCE 5.6</b>  <b>COASTAL HIGH HAZARD AREAS</b></p> <p>Located within areas of special flood hazard established in Section 3.2 are Coastal High Hazard Areas, designated as Zones V1-30, VE and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this ordinance, the following provisions shall also apply:</p> <p>1) All new construction and substantial improvements in Zones V1-30 and VE (V if base flood elevation data is available) on the community's FIRM shall be elevated on pilings and columns so that:</p> <p>i) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level; and</p> <p>ii) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).</p> <p>A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Section 5.6(1)(i) and (ii).</p> <p>2) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V1-30, VE, and V on the community's FIRM and whether or not such structures contain a basement. The (<i>Local Administrator</i>) shall maintain a record of all such information.</p> <p>3) All new construction within Zones V1-30, VE, and V on the community's FIRM shall be located landward of the reach of mean high tide.</p> <p>4) Provide that all new construction and substantial improvements within Zones V1-30, VE, and V on the community's FIRM have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no</p>		<p><i>OPTIONAL PROVISION</i></p> <p>44 CFR 60.3(e)(4)  ✓ 13.12.500(B)(7)</p> <p>44 CFR 60.3€(4)(i)  ✓ 13.12.500(B)(7)b</p> <p>44 CFR 60.3€(4)(ii)  ✓ 13.12.500(B)(7)c</p> <p>✓ 13.12.500(B)(7)a</p> <p>44CFR 60.3€(2)  ✓ 13.12.700(D)(7)(c)</p> <p>44 CFR 60.3€(3)  ✓ 13.12.500(B)(7)e</p> <p>44 CFR 60.3(e)(5)  ✓ 13.12.500(B)(7)d – no obstruction! Good higher standard</p> <p>44 CFR 60.3(e)(5)(i)</p>

A = Flood Hazard Boundary Map

B = Flood Insurance Rate Map without elevation

C = Flood Insurance Rate Map with base flood elevations

D = Flood Insurance Rate Map with floodways

E = Flood Insurance Rate Map with floodways and V zones

OK...(✓) No...(N) Other...(X) and explain

Revised September 2004

<p>more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the design proposed meets the following conditions:</p> <p>i) Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and</p> <p>ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).</p> <p>If breakaway walls are utilized, such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.</p> <p>5) Prohibit the use of fill for structural support of buildings within Zones V1-30, VE, and V on the community's FIRM.</p> <p>6) Prohibit man-made alteration of sand dunes within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.</p> <p>7) All manufactured homes to be placed or substantially improved within Zones V1-30, V, and VE on the community's FIRM on sites:</p> <p>i) Outside of a manufactured home park or subdivision,</p> <p>ii) In a new manufactured home park or subdivision,</p> <p>iii) In an expansion to an existing manufactured home park or subdivision, or</p> <p>iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood;</p> <p>shall meet the standards of paragraphs 5.6(1) through (6) of this section and manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within Zones V1-30, V, and VE on the FIRM shall meet the requirements of Section 5.2-3(2).</p> <p>8) Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either:</p> <p>i) Be on the site for fewer than 180 consecutive days, or</p> <p>ii) Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or</p> <p>iii) Meet the requirements of Section 4.1-1(<i>development permit Required</i>) and paragraphs 5.6(1) through (6) of this section.</p>	<p>44 CFR 60.3(e)(6) ✓ 13.12.500(B)(7)f</p> <p>44 CFR 60.3(e)(7) ✓ 13.12.400(E)</p> <p>44 CFR 60.3(e)(8)(i-iv) ✓ 13.12.500(D) – requires MHs meet all standards for regular structures.</p> <p>44 CFR 60.3(e)(9)(i-iii) ✓ 13.12.500(E)</p>
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OK...(✓)

No...(N)

Other...(X) and explain

## DEFINITIONS

CRITERIA & MODEL ORDINANCE REFERENCE COMMUNITY: _____		INCLUDED IN ORD: Yes      No		FEDERAL REGULATION REFERENCE <i>44 CFR 59.1</i>
23	<p><b>APPEAL:</b> a request for a review of the interpretation of any provision of this ordinance or a request for a variance.</p> <p><b>AREA OF SHALLOW FLOODING:</b> designated as AO, or AH Zone on the Flood Insurance Rate Map (FIRM). AO zones have base flood depths that range from one to three feet above the natural ground; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow; AH indicates ponding, and is shown with standard base flood elevations.</p> <p><b>AREA OF SPECIAL FLOOD HAZARD:</b> is the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.</p> <p><b>BASE FLOOD:</b> the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the “100-year flood”). Designated on Flood Insurance Rate Maps by the letters A or V.</p> <p>* <b>BASEMENT:</b> means any area of the building having its floor sub-grade (below ground level) on all sides.</p> <p><b>BREAKAWAY WALL:</b> means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.</p> <p><b>COASTAL HIGH HAZARD AREA:</b> means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone V1-30, VE or V.</p> <p><b>CRITICAL FACILITY:</b> means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.</p> <p>* <b>DEVELOPMENT:</b> means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.</p> <p><b>** ELEVATION CERTIFICATE:</b> means the official form (FEMA Form 086-0-33) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper</p>	✓		DEFINITIONS IN 13.12.105
		✓		
		✓		<i>Required</i>
		✓		
		✓		<i>Required</i>
		✓		<i>Optional insurance provision - <b>Recommended [UD]</b></i>

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E = Flood Insurance Rate Map with floodways and V zones

OK...(✓)      No...(N)      Other...(X) and explain

<p>insurance premium rate with Section B completed by Community Officials.</p> <p><b>ELEVATED BUILDING:</b> means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.</p> <p><b>EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:</b> means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.</p> <p><b>EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION:</b> means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).</p> <p><b>FLOOD or FLOODING:</b> means a general and temporary condition of partial or complete inundation of normally dry land areas from:</p> <ol style="list-style-type: none"> <li>1) The overflow of inland or tidal waters and/or</li> <li>2) The unusual and rapid accumulation or runoff of surface waters from any source.</li> </ol> <p><b>FLOOD INSURANCE RATE MAP (FIRM):</b> means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.</p> <p><b>FLOOD INSURANCE STUDY (FIS):</b> means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Maps, and the water surface elevation of the base flood.</p> <p><b>FLOODWAY:</b> means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.</p> <p><b>** INCREASED COST OF COMPLIANCE:</b> A flood insurance claim payment up to \$30,000 directly to a property owner for the cost to comply with floodplain management regulations after a direct physical loss caused by a flood. Eligibility for an ICC claim can be through a single instance of "substantial damage" or as a result of a "cumulative substantial damage." (more information can be found in FEMA ICC Manual 301)</p> <p><b>* LOWEST FLOOR:</b> means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>		<p><i>Optional insurance provision</i></p> <p><i>Not Recommended [UD]</i></p> <p><i>Required</i></p>
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OK...(✓)

No...(N)

Other...(X) and explain

	<p>area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found at Section 5.2-1(2), (i.e. provided there are adequate flood ventilation openings).</p> <p><b>MANUFACTURED HOME:</b> means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."</p> <p><b>MANUFACTURED HOME PARK OR SUBDIVISION:</b> means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.</p> <p><b>NEW CONSTRUCTION:</b> means structures for which the "start of construction" commenced on or after the effective date of this ordinance.</p> <p><b>NEW MANUFACTURED HOME PARK OR SUBDIVISION:</b> means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.</p> <p><b>RECREATIONAL VEHICLE:</b> means a vehicle,</p> <ol style="list-style-type: none"> <li>1) Built on a single chassis;</li> <li>2) 400 square feet or less when measured at the largest horizontal projection;</li> <li>3) Designed to be self-propelled or permanently towable by a light duty truck; and</li> <li>4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.</li> </ol> <p><b>START OF CONSTRUCTION:</b> includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>X</p>		<p>Ordinance missing 180 day requirement per 44 CFR 59.1. Shoreline's definition also lacks many of the specifics from the CFR definition. Recommend adopting this definition verbatim.</p> <p><i>Recommended [UD] – However, need to discuss how this may impact vesting language and development.</i></p>
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OK...(✓) No...(N) Other...(X) and explain

<p>the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.</p> <p><b>STRUCTURE:</b> a walled and roofed building, including a gas or liquid storage tank that is principally above ground.</p> <p>* <b>SUBSTANTIAL DAMAGE:</b> means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.</p> <p>* <b>SUBSTANTIAL IMPROVEMENT:</b> means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:</p> <p>1) Before the improvement or repair is started; or</p> <p>2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.</p> <p>The term can exclude:</p> <p>1) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or</p> <p>2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.</p> <p><b>VARIANCE:</b> means a grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.</p> <p><b>WATER DEPENDENT:</b> means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>			<p><i>Required</i></p> <p><i>Required</i></p>
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OK...(✓)

No...(N)

Other...(X) and explain

**ORDINANCE NO. 797****AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,  
AMENDING THE CHAPTER 13.12 FLOODPLAIN MANAGEMENT OF  
THE SHORELINE MUNICIPAL CODE.**

WHEREAS, the City of Shoreline is a participating community in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program; and

WHEREAS, on May 19, 2017, FEMA conducted a Community Assistance Contact (CAC) to ensure the City was properly regulating its floodplain management and development; and

WHEREAS, part of the CAC assessment was a review of the City's Floodplain Management regulations set forth in Chapter 13.12 of the Shoreline Municipal Code; and

WHEREAS, FEMA determined that SMC Chapter 13.12 required nominal updates to ensure the City's continued participation in the National Flood Insurance Program and protect the public's health, safety, and welfare; and

WHEREAS, SMC Chapter 13.12 needs to be amendment to reflect FEMA's determination and allow for continued participation in the National Flood Insurance Program;

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

**Section 1. Amendment – Chapter 13.12 Floodplain Management.** Chapter 13.12 Floodplain Management is amendment as set forth in Exhibit A to this Ordinance.

**Section 2. 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 3. 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 4. 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 OCTOBER 2, 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

## Chapter 13.12

### FLOODPLAIN MANAGEMENT

#### 13.12.105 Definitions.

Unless specifically defined below, terms or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

“Adversely affect” or “adverse effect” means an effect that is a direct or indirect result of the proposed action or its interrelated or interdependent actions and the effects are not discountable, insignificant or beneficial. A discountable effect is extremely unlikely to occur. An insignificant effect relates to the size of the impact and should never reach the scale where a take occurs. Based on best judgment, a person would not: (A) be able to meaningfully measure, detect, or evaluate an insignificant effect; or (B) expect a discountable effect to occur.

“Appurtenant structure” means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “100-year flood”). The area subject to the base flood is the special flood hazard area designated on flood insurance rate maps as Zone “A” or “V” including AE, AO, AH, A1-99 and VE.

“Base flood elevation” means the elevation of the base flood above the datum of the effective flood insurance rate map (FIRM).

“Basement” means any area of the structure having its floor subgrade (below ground level) on all sides.

“Beneficial effect” means a contemporaneous positive effect without any adverse effect. In the event that the overall effect of the proposed action is beneficial, but is also likely to cause some adverse effect, then the proposed action is considered to result in an adverse effect.

“Channel migration zone” means the area within the lateral extent of likely stream channel movement due to a destabilization and erosion, rapid stream incision, aggradations, avulsions, and shifts in location of stream channels.

“Critical facility” means a facility necessary to protect the public health, safety, and welfare during a flood. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency operations installations, water and wastewater treatment plants, electric power stations, and installations which produce, use, or store hazardous materials or hazardous waste (other than consumer products containing hazardous substances or hazardous waste intended for household use).

“Development” means any manmade change to improved or unimproved real estate in the regulatory floodplain, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, storage of equipment or materials, subdivision of land, removal of more than five percent of the native vegetation on the property, or alteration of natural site characteristics.

“Director” means the public works director or designee.

“Dry floodproofing” means any combination of structural and nonstructural measures that prevent floodwaters from entering a structure.

“Elevation certificate” means the most current version of the FEMA National Flood Insurance Program form that documents the elevation of a structure within a Special Flood Hazard Area relative to the ground level so as to ensure compliance with this chapter, to determine the flood insurance premium rate, and/or to support a map amendment or revision. ~~means the official form (FEMA Form 81-31) used to provide elevation information~~

~~necessary to ensure compliance with provisions of this chapter and determine the proper flood insurance premium rate. means the official form (FEMA Form 81-31) used to provide elevation information necessary to ensure compliance with provisions of this chapter and determine the proper flood insurance premium rate.~~

“ESA” means the Endangered Species Act.

“Federal Emergency Management Agency (FEMA)” means the agency responsible for administering the National Flood Insurance Program.

“FEMA” means Federal Emergency Management Agency.

“FIRM” means flood insurance rate map.

“Fish and wildlife habitat conservation area” means lands needed to maintain species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. These areas are designated in SMC 20.80.260 through 20.80.300.

“Flood” or “flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- A. The overflow of inland or tidal waters; and/or
- B. The unusual and rapid accumulation of runoff of surface waters from any source.

“Flood insurance rate map (FIRM)” means the official map on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

“Flood insurance study” means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the flood insurance rate map, and the water surface elevation of the base flood.

“Flood protection elevation (FPE)” means the elevation above the datum of the effective FIRM to which new and substantially improved structures must be protected from flood damage.

“Floodway” means the channel of a stream or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot at any point.

“Functionally dependent use” means a use that must be located or carried out close to water, for example docking or port facilities necessary for the unloading of cargo or passengers, or shipbuilding and ship repair.

“Historic structure” means a structure that:

- A. Is listed on the National Register of Historic Places, the Washington Heritage Register, or the Washington Heritage Barn Register; or
- B. Has been certified to contribute to the historical significance of a registered historic district.

“Hyporheic zone” means a saturated layer of rock or sediment beneath and/or adjacent to a stream channel that contains some proportion of channel water or that has been altered by channel water infiltration.

“Impervious surface” means a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement or crawl space) of a structure. An unfinished or flood-resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a structure’s lowest floor; provided, that such enclosure is compliant with SMC 13.12.500(B)(6), so that there are adequate openings to allow floodwaters into the area.

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Market Value” means either the true and fair value of the property as established by the county assessor or by a Washington State certified or licensed appraiser.

“Native vegetation” means plant species that are indigenous to the community’s area and that reasonably could be expected to naturally occur on the site.

“Natural floodplain functions” means the contribution that a floodplain makes to support habitat, including but not limited to providing flood storage and conveyance, reducing flood velocities, reducing sedimentation, filtering nutrients and impurities from runoff, processing organic wastes, moderating temperature fluctuations, and providing breeding and feeding grounds, shelter, and refugia for aquatic or riparian species.

“New construction” means structures for which the “start of construction” commenced on or after the effective date of this chapter.

“NMFS” means National Marine Fisheries Service.

“Protected area” means the lands that lie within the boundaries of the floodway, the riparian habitat zone, and the channel migration area. Because of the impact that development can have on flood heights and velocities and habitat, special rules apply in the protected area.

“Recreational vehicle” means a vehicle:

- A. Built on a single chassis; and
- B. Four hundred square feet or less when measured at the largest horizontal projection; and
- C. Designed to be self-propelled or permanently towable by an automobile or light duty truck; and
- D. Designed primarily for use as temporary living quarters for recreational, camping, travel, or seasonal use, not as a permanent dwelling.

“Regulatory floodplain” means the area of the special flood hazard area plus the protected area, as defined in SMC 13.12.300. The term also includes newly designated areas that are delineated pursuant to SMC 13.12.300(E).

“Riparian” means of, adjacent to, or living on the bank of a river, lake, pond, ocean, sound, or other water body.

“Riparian habitat zone” means the water body and adjacent land areas that are likely to support aquatic and riparian habitat as detailed in SMC 13.12.300(D)(2).

“Special flood hazard area (SFHA)” means the land subject to inundation by the base flood. Special flood hazard areas are designated on flood insurance rate maps with the letter “A” or “V” including AE, AO, AH, A1-99 and VE. The special flood hazard area is also referred to as the area of special flood hazard or SFHA.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~includes substantial improvement, and means the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement that occurred before the permit’s expiration date. The actual start is either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory structures not occupied as dwelling units or not part of the main structure. For a substantial improvement, the “actual start of construction” means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.~~

“Structure” means a walled and roofed building, including a gas or liquid storage tank that is principally above ground.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial damage” also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction, rehabilitation, addition, replacement, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- A. Before the “start of construction” of the improvement; or
- B. Before damage occurred, if the structure has been damaged or is being restored.

Substantial improvement occurs with the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects external dimensions.

Substantial improvement includes structures that have incurred “substantial damage,” regardless of the actual repair work performed.

Substantial improvement does not include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

“Variance (floodplain)” means a grant of relief from the requirements of this chapter that permits construction in a manner that would otherwise be prohibited by this chapter.

“Water typing” means a system for classifying water bodies according to their size and fish habitat characteristics. The Washington Department of Natural Resources’ forest practices water typing classification system is hereby adopted by reference. The system defines four water types:

A. Type “S” – Shoreline. Streams that are designated “shorelines of the state,” including marine shorelines.

B. Type “F” – Fish. Streams that are known to be used by fish or meet the physical criteria to be potentially used by fish.

C. Type “Np” – Non-fish perennial streams.

D. Type “Ns” – Non-fish seasonal streams.

“Waters of the state” includes lakes, rivers, ponds, streams, inland waters, underground water, salt waters, estuaries, tidal flats, beaches, and lands adjoining the seacoast of the state, sewers, and all other surface waters and watercourses within the jurisdiction of the state of Washington.

“Zone” means one or more areas delineated on the FIRM. The following zones may be used on the adopted FIRM. The special flood hazard area is comprised of the A and V zones.

A	SFHA where no base flood elevation is provided.
A#	Numbered A Zones (e.g., A7 or A14), SFHA with a base flood elevation.
AE	SFHA with a base flood elevation.
AO	SFHA subject to inundation by shallow flooding usually resulting from sheet flow on sloping terrain, with average depths between one and three feet. Average flood depths are shown.
AH	SFHA subject to inundation by shallow flooding (usually pond areas) with average depths between one and three feet. Base flood elevations are shown.
B	The area between the SFHA and the 500-year flood of the primary source of flooding. It may also be an area with a local, shallow flooding problem or an area protected by a levee.
C	An area of minimal flood hazard, as above the 500-year flood level of the primary source of flooding. B and C zones may have flooding that does not meet the criteria to be mapped as a special flood hazard area, especially pond and local drainage problems.
D	Area of undetermined but possible flood hazard.
V	The SFHA subject to coastal high hazard flooding including waves of three feet or greater in height. There are three types of V zones: V, V#, and VE, and they correspond to the A zone designations.
X	The area outside the mapped SFHA.
X – Shaded	The same as a Zone B, above.

### 13.12.300 Regulatory data.

A. Regulatory Floodplain. The regulatory floodplain is comprised of the special flood hazard area and all protected areas within the jurisdiction of city of Shoreline. The term also includes areas delineated pursuant to subsection E of this section.

B. Special Flood Hazard Area. The special flood hazard area (SFHA) is the area subject to flooding by the base flood and subject to the provisions of this chapter. It is identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “Flood Insurance Study for King County and Incorporated Areas,” dated ~~November 6, 2010~~ April 19, 2005 ~~Flood Insurance Study Number 53033CV001B~~, and any revisions thereto, with an accompanying flood insurance rate map (FIRM), and any revisions thereto, hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and the FIRM are on file at 17500 Midvale Avenue N, Shoreline, WA 98133.

C. Flood Hazard Data.

1. The base flood elevation for the SFHAs of the city of Shoreline shall be as delineated on the 100-year flood profiles in the flood insurance study for King County.
2. The base flood elevation for each SFHA delineated as a “Zone AH” or “Zone AO” shall be that elevation (or depth) delineated on the flood insurance rate map. Where base flood depths are not available in Zone AO, the base flood elevation shall be considered two feet above the highest grade adjacent to the structure.
3. The base flood elevation for all other SFHAs shall be as defined in subsections (C)(6) and (E)(4) of this section.
4. The flood protection elevation (FPE) shall be the base flood elevation plus one foot.
5. The floodway shall be as delineated on the flood insurance rate map or in accordance with subsections (C)(6) and (E)(4) of this section.
6. Where base flood elevation and floodway data have not been provided in special flood hazard areas, the director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source.
7. Where elevation data are not available either through the flood insurance study, FIRM, or from another authoritative source, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness includes use of historical data, high water marks, photographs of past flooding, etc. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

D. Protected Area. The protected area is comprised of those lands that lie within the boundaries of the floodway, the riparian habitat zone, and the channel migration area.

1. In riverine areas, where a floodway has not been designated in accordance with subsection (C)(5), (C)(6), or (E)(5) of this section, the protected area is comprised of those lands that lie within the boundaries of the riparian habitat zone, the channel migration area, and the SFHA.
2. The riparian habitat zone includes those watercourses within the SFHA and adjacent land areas that are likely to support aquatic and riparian habitat. The size and location of the riparian habitat zone is dependent on the type of water body. The riparian habitat zone includes the water body and adjacent lands, measured perpendicularly from ordinary high water on both sides of the water body:
  - a. Type S – Streams that are designated “shorelines of the state”: 250 feet.

- b. Type F – Fish-bearing streams greater than five feet wide and marine shorelines: 200 feet.
- c. Type F – Streams less than five feet wide and lakes: 150 feet.
- d. Type N – Non-salmonid-bearing perennial and seasonal streams with unstable slopes: 225 feet.
- e. All other Type N – Non-salmonid-bearing perennial and seasonal streams: 150 feet.

### 3. Channel Migration Area.

- a. The channel migration area shall be the channel migration zone plus 50 feet.
- b. Where a channel migration zone has not yet been mapped, the provisions of subsection (E)(6) of this section shall apply at the time of permit application.
- c. Where more than one channel migration zone has been delineated, the director shall use the delineation that has been adopted for other local regulatory purposes.

### E. New Regulatory Data.

1. All requests to revise or change the flood hazard data, including requests for a letter of map revision and a conditional letter of map revision, shall be reviewed by the director.
  - a. The director shall not sign the community acknowledgment form for any requests based on filling or other development, unless the applicant for the letter documents that such filling or development complies with this chapter.
  - b. The director shall not approve a request to revise or change a floodway delineation until FEMA has issued a conditional letter of map revision that approves the change.
2. The director shall use the most restrictive data available for the channel migration zone, floodways, future conditions, and riparian habitat areas.
3. If an applicant disagrees with the regulatory data prescribed by this chapter, he/she may submit a detailed technical study needed to replace existing data with better data in accordance with FEMA mapping guidelines or Regional Guidance for Hydrologic and Hydraulic Studies in Support of the Model Ordinance for Floodplain Management and the Endangered Species Act, 2010, FEMA Region 10. If the data in question are shown on the published FIRM, the submittal must also include a request to FEMA for a conditional letter of map revision.
4. Where base flood elevation data are not available in accordance with subsection C of this section, applicants for approval of new subdivisions and other proposed developments, including proposals for manufactured home parks and subdivisions greater than 50 lots or five acres, whichever is smaller, shall include such data with their permit applications.
5. Where floodway delineation is not available in accordance with subsection C of this section, the floodway will be designated to be one-half the distance of the mapped 100-year floodplain at any point, and the prohibition on floodway development applies, unless a floodway study indicates otherwise. This provision applies to any floodplain development permit, including those for substantial improvements.
6. Where channel migration zone data are not available in accordance with subsection (D)(3) of this section, the permit applicant shall either:
  - a. Designate the entire SFHA as the channel migration zone; or

b. Identify the channel migration area in accordance with Regional Guidance for Hydrologic and Hydraulic Studies in Support of the Model Ordinance for Floodplain Management and the Endangered Species Act, 2010, FEMA Region 10.

7. All new hydrologic and hydraulic flood studies conducted pursuant to this section shall consider future conditions and the cumulative effects from anticipated future land use changes in accordance with Regional Guidance for Hydrologic and Hydraulic Studies in Support of the Model Ordinance for Floodplain Management and the Endangered Species Act, 2010, FEMA Region 10.

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of Resolution No. 419 – Calling on Congress to Swiftly and Comprehensively Address Federal Immigration Reform Generally and Deferred Action for Childhood Arrivals in Particular to Protect the Legal Status of Dreamers – Sponsored by Mayor Roberts
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Scott MacColl, Intergovernmental Relations Manager
<b>ACTION:</b>	<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:**

The Federal Government announced that it will end the Deferred Action for Childhood Arrivals (DACA) program in six months. The DACA program offers legal status to an estimated 800,000 residents who immigrated illegally to the US as children (also known as "Dreamers"). DACA protection reduces the fear relating to their immigration status. Therefore, Congressional action is critical given the six-month window prior to termination.

Proposed Resolution No. 419 calls on Congress to swiftly and comprehensively address federal immigration reform generally and Deferred Action for Childhood Arrivals in particular to protect the legal status of Dreamers.

**RESOURCE/FINANCIAL IMPACT:**

Proposed Resolution No. 419 has no financial impact.

**RECOMMENDATION**

No action is required; this item is for discussion purposes only. Staff is seeking Council direction on whether Council would like staff to bring back proposed Resolution No. 419 for adoption.

Approved By:        City Manager **DT**    City Attorney **JT-A**

## **BACKGROUND**

The current presidential administration has publically stated that they want to pass immigration reform, in part by addressing illegal immigrants and their children. During the Obama administration, Congress passed the Deferred Action for Childhood Arrivals (DACA) program, which provides protection to the children of illegal immigrants, who were born in the United States (also known as “Dreamers”).

Earlier this month, United States Attorney General Jeff Sessions stated that the administration will end the DACA program within six months, which would remove protections from those Dreamers and jeopardize their immigration status. Absent action by Congress, the program could end by the end of 2017.

## **DISCUSSION**

Proposed Resolution No. 419 expresses strong support for the DACA program and calls upon Congress to swiftly and comprehensively address federal immigration reform and the DACA program to protect the legal status of the thousands of Dreamers in the United States.

If adopted by Council, staff will send signed copies of proposed Resolution No. 419 to the City’s federal Congressional delegation and to the Trump Administration. Copies will also be sent to other cities in support of this effort.

Tonight, no action is required on proposed Resolution No. 419. Staff is seeking Council direction on whether Council would like staff to bring back the proposed resolution for adoption. Staff recommends that this item be scheduled for adoption on October 16, 2017.

## **RESOURCE/FINANCIAL IMPACT**

Proposed Resolution No. 419 has no financial impact.

## **RECOMMENDATION**

No action is required; this item is for discussion purposes only. Staff is seeking Council direction on whether Council would like staff to bring back proposed Resolution No. 419 for adoption.

## **ATTACHMENTS**

Attachment A – Proposed Resolution No. 419

**RESOLUTION NO. 419**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, CALLING ON CONGRESS TO SWIFTLY AND COMPREHENSIVELY ADDRESS FEDERAL IMMIGRATION REFORM GENERALLY AND DEFERRED ACTION FOR CHILDHOOD ARRIVALS IN PARTICULAR TO PROTECT THE LEGAL STATUS OF DREAMERS.**

**WHEREAS**, an estimated 800,000 United States residents, who came to the United States as children, have benefited from the protections afforded by the Deferred Action for Childhood Arrivals (DACA) program, allowing them to lead productive lives with reduced fear relating to their immigration status, and

**WHEREAS**, the announcement earlier this month by United States Attorney General Jeff Sessions that the administration will end the DACA program in six months has brought new and increased urgency to this legislative priority, and

**WHEREAS**, congressional action on DACA is imperative given the six month window before the program is terminated.

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

1. The City Council expresses strong support for continuing the protections afforded under the DACA program;
2. Calls on Congress to swiftly and comprehensively address federal immigration reform generally and DACA in particular to protect the legal status of thousands of Dreamers;
3. Requests that this Resolution be shared with the State's delegation and other cities to support the effort.

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

**ADOPTED BY THE CITY COUNCIL ON OCTOBER 16, 2017.**

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Mayor Christopher Roberts

**ATTEST:**

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Jessica Simulcik Smith  
City Clerk

## **CITY COUNCIL AGENDA ITEM**

### **CITY OF SHORELINE, WASHINGTON**

<b>AGENDA TITLE:</b>	Hidden Lake Dam Removal and Boeing Creek Restoration Projects Update		
<b>DEPARTMENT:</b>	Public Works		
<b>PRESENTED BY:</b>	John Featherstone, Engineer II – Surface Water		
<b>ACTION:</b>	<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:**

On May 23, 2016, the City Council discussed the results of the Hidden Lake Dam Removal alternatives analysis and authorized staff to further develop Alternative 4, representing an expanded project vision extending restoration efforts downstream along Boeing Creek in addition to Hidden Lake-area dam removal and creek restoration. The Boeing Creek Restoration Project was created as a separate but related project to the Hidden Lake Dam Removal Project to encompass the additional areas downstream of Hidden Lake proposed for restoration under this approach.

In the 16 months since Council authorization, this approach has been furthered by a number of efforts, including implementing Boeing Creek streamflow gaging and Hidden Lake sedimentation monitoring programs; completing a Boeing Creek-Puget Sound nearshore habitat gains analysis and follow-up with WRIA 8; and pursuing grants – including a successful application to secure \$300,000 from the King County Flood Control District for design of Hidden Lake dam removal and the replacement of the culvert under NW Innis Arden Way.

Additionally, specific to the Boeing Creek Restoration Project, the project consultant (Herrera) completed a memorandum for Concept Design Evaluation of Fish Passage Improvements in Lower Boeing Creek (Attachment A). Results indicate that implementation of improvements would be difficult as a City-lead project (with high costs and risk levels) for the purpose of enhancing the fish passage benefits in Boeing Creek and increasing funding opportunities for the Hidden Lake Dam Removal Project.

Both projects were also evaluated as part of the CIP project prioritization effort under ongoing Surface Water Master Plan Update.

#### **RESOURCE/FINANCIAL IMPACT:**

Updated expenditures from prior years, estimated 2017 expenditures through end-of-year, and estimated future expenditures as programmed in the draft 2018-2023 CIP for both Hidden Lake Dam Removal Project and Boeing Creek Restoration Project are as follows:

Year		Project Expenditures	
		Hidden Lake Dam Removal	Boeing Creek Restoration
Prior Years		\$177,023	\$20,406
2017 (Est.)		\$76,100	\$32,916
2018-2023 CIP	2018	\$267,800	\$0
	2019	\$275,834	\$0
	2020	\$1,657,667	\$0
	2021	\$22,510	\$56,275
	2022	\$23,185	\$0
	2023	\$23,881	\$0
<b>Total</b>		<b>\$2,524,000</b>	<b>\$109,597</b>

A \$300,000 King County Flood Control District Flood Reduction Grant for design of Hidden Lake dam removal and NW Innis Arden Way culvert replacement was recently obtained. This grant is expected to fund 47% of total staff and consultant costs for design from initiation through final (expected to be completed by end of 2019); total costs are estimated at \$643,240, the City matching portion is \$343,240.

### **RECOMMENDATION**

No action is required from Council at this time. Staff is looking for feedback and concurrence on two key staff recommendations:

1. Proceed with Hidden Lake Dam Removal Project as planned, including completion of pre-design by the end of 2017, design to begin in 2018, and construction to occur in 2020. Replacement of NW Innis Arden Way culverts will be included in the Hidden Lake Dam Removal pre-design and design, and may be replaced during construction of Hidden Lake Dam Removal improvements if feasible. This recommended approach mostly closely resembles Alternative 3 from the prior alternatives analysis.
2. Discontinue further City development of the Boeing Creek Restoration Project concepts downstream of NW Innis Arden Way. Results of analysis done to date will be used to inform design for Hidden Lake dam removal and NW Innis Arden Way culvert replacement. City staff will share results of analysis with downstream property owners and provide guidance for any potential future Lower Boeing Creek restoration efforts led by others.

Approved By:            City Manager **DT**    City Attorney **JT-A**

## **BACKGROUND**

Hidden Lake is a man-made lake located east of the intersection of NW Innis Arden Way and 10<sup>th</sup> Avenue NW, partially within Shoreview Park. The lake originated in the early 20<sup>th</sup> Century when Boeing Creek was dammed to create a fishing pond and small hatchery near William Boeing's estate. Archived aerial photos and other sources establish that Hidden Lake was completely sediment-filled by 1970 and overgrown with mature vegetation by 1995. King County constructed the present dam and re-established Hidden Lake in 1996 as an environmental enhancement in relation to impacts of the West Point Sewage Treatment Plant expansion, effectively creating a stormwater management facility because the County's design included a maintainable sediment trap in the upstream end of the lake. Ownership of Hidden Lake is shared between the City of Shoreline (as part of Shoreview Park) and four private property owners to the north and west.

The existing lake configuration traps sediment that would otherwise be carried downstream to replenish sediment-starved downstream reaches of Boeing Creek and near-shore habitat within the Puget Sound at Innis Arden Beach. Sediment deposition within the lake occurs at a high rate and, as a result, the City's Surface Water Utility had been required to remove large volumes of sediment to maintain the lake as an open water feature. From 2002 to 2013, the Surface Water Utility spent over \$600,000 to implement seven separate dredging projects which removed a total of nearly 13,000 cubic yards of material. The actual volume of removed material was about six times greater than the deposition volume estimated by King County in developing the lake re-establishment design in the mid-1990s.

On September 8, 2014, the City Council discussed this issue as presented in the Hidden Lake Management Plan Feasibility Study and authorized staff to cease dredging the lake and begin a phased approach to remove Hidden Lake Dam and re-establish Boeing Creek at Hidden Lake. This decision followed the Hidden Lake Management Plan Feasibility Study and a July 24, 2014 recommendation from the Parks, Recreation and Cultural Services (PRCS)/Tree Board. No sediment removal has occurred since the summer of 2013. The staff report for the September 8, 2014 City Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport090814-8a.pdf>.

In 2015, the Hidden Lake Dam Removal Project team (consisting of City staff and a consultant team led by Herrera Environmental Consultants) developed design alternatives for alteration or removal of Hidden Lake Dam. Each alternative would modify the existing lake and its associated outflow configuration to safely convey flood flows and manage sediments that will continue to be transported into the existing lake area in Boeing Creek during storm events in the basin. Conceptual alternatives in development were presented to the PRCS/Tree Board on October 22, 2015, and in a Public Meeting at Shoreview Park on October 24, 2015. Comments received were used to further refine the alternatives. A summary of the Alternatives Analysis results and a preliminary staff recommendation favoring Alternative 3 were presented to and received approval from the PRCS/Tree Board on January 28, 2016.

As a refresher, summaries of Alternatives 3 and 4 from the Alternatives Analysis, are presented below. The complete Hidden Lake Dam Removal Project Alternatives Analysis and Alternative Selection Memorandum can be found at the following link: <http://www.shorelinewa.gov/home/showdocument?id=26499>

### ***Alternative 3***

To provide both a high degree of restoration of natural conditions and removal of multiple fish passage barriers, Alternative 3 would: remove the dam and the outlet piping; excavate a single new creek channel through the existing lake bed; replace the NW Innis Arden Way culverts with a large box culvert or small bridge; and modify the creek channel for a distance of about 150 feet downstream of NW Innis Arden Way to enable fish passage and improve habitat. Channel excavation within the Hidden Lake area would be exclusively on City-owned land. In total, Alternative 3 would create or improve approximately 1,000 feet of creek channel from upstream of the lake to downstream of the road. Work would also include planting areas surrounding the new channel in the existing lake area and along the modified channel extents downstream of the road, which would mostly be forested vegetation. Post-construction vegetation monitoring and management would be necessary in much of the existing lake footprint. A distinct benefit of Alternative 3 from an operations and maintenance perspective is that it would eliminate risks associated with road embankment washout due to flood-borne debris clogging the existing culverts, and eliminate the need for a future costly project to remove and replace the culverts when they reach the end of their service life, which is expected to occur by 2040.

### ***Alternative 4***

After drafting the Alternatives Analysis report, staff considered a variation of Alternative 3 that used a phased approach to maximize grant funding opportunities and minimize flood hazard risks:

- Phase 1 (Hidden Lake Dam Removal Project) would first implement the elements of Alternative 3 located within Shoreview Park, including dam removal and channel excavation/restoration. Improvements in this phase will address the risks to roadway infrastructure and related flooding due to sediment loading in a timely fashion and can be built upon in Phase 2 to fully implement a final condition as described in Alternative 3.
- Phase 2 (Boeing Creek Restoration Project) will involve completing design and construction of Alternative 3 elements – including replacing the NW Innis Arden Way culverts and restoring the downstream riprap cascade. To increase grant funding appeal and the overall habitat benefits of the project, Phase 2 scope may be modified to include removal of the downstream Seattle Golf Club dam and associated stream improvements. This will require additional planning and design as well as significant grant funding for this work. Likelihood of obtaining grant funding is difficult to predict, and it could take a lengthy amount of time (10 years or longer) to secure funding and implement improvements.

On May 23, 2016, City Council discussed the results of the Hidden Lake Dam Removal alternatives analysis and authorized staff to further develop Alternative 4, representing an expanded project vision extending restoration efforts downstream along Boeing Creek in addition to Hidden Lake-area dam removal and creek restoration. The Boeing

Creek Restoration Project was created (as a separate but related project to the Hidden Lake Dam Removal Project) to encompass the additional areas downstream of Hidden Lake proposed for restoration under this approach. The staff report for the May 23, 2016 City Council discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport052316-8a.pdf>

### **DISCUSSION – PROJECT UPDATES**

In the 16 months following Council's May 2016 authorization, the approach has been furthered by a number of efforts:

- Boeing Creek streamflow gaging: A streamflow meter was installed within Boeing Creek upstream of Hidden Lake in October 2016 and has been continuously gathering streamflow data since then. These data will be invaluable for design of Hidden Lake Dam Removal improvements, and as general reference for future use.
- Hidden Lake Sediment Monitoring Plan ([link to document](#)) was created and implemented in October 2016 to monitor ongoing sediment accumulation in Hidden Lake. The first sediment measuring update was completed in July 2017. While no significant measurable sedimentation was observed along the lake midline bottom, a relatively small shelf of sediment near the Boeing Creek delta at the upstream end of the lake appears to be growing slowly and will be measured annually. Observed overall sedimentation rate to date appears to indicate several years remain until in-filling of lake with sediment is imminent.
- Nearshore Habitat Gains Analysis ([link to document](#)) was completed (February 2017) and immediately shared with WRIA 8 representatives. In March 2017 the Hidden Lake Dam Removal Project elements which will provide nearshore habitat benefits by means of restoring sediment transport to downstream areas were proposed to be added to the WRIA 8 Chinook Salmon Conservation Plan Project List - Nearshore. Confirmation of the project's WRIA listing will occur in November 2017; Hidden Lake Dam Removal nearshore beneficial elements are proposed under the following project name: "Boeing Creek Mouth and Delta Restoration."
- Grant Opportunities:
  - Recreation Conservation Office (RCO) Land and Water Conservation Fund (LWCF): On August 30, 2016, the City's "Shoreview Park Trail and Creek Improvement Project" (a recreation-centric "spin" on the Hidden Lake Dam Removal Project) was presented to the LWCF evaluation panel with a request for \$448,000 in funding. Grant funding is unlikely as the panel ranked the City's application 16<sup>th</sup> out of 22 total projects, with funding typically only available for up to ten projects.
  - King County Flood Control District: On August 22, 2017, King County awarded the City a \$300,000 Flood Reduction Grant for design of Hidden Lake dam removal and NW Innis Arden Way culvert replacement. This

grant is expected to fund 47% of total staff and consultant costs for design from initiation through design; total costs are estimated at \$643,240; City matching portion is \$343,240.

- Concept Design Evaluation of Fish Passage Improvements in Lower Boeing Creek (Attachment A), completed on July 18, 2017: To develop and evaluate concepts for potential improvements, the project team conducted a stream walk for the entire length of Boeing Creek between Puget Sound and NW Innis Arden Way, completed topographic survey of the Boeing Creek ravine between the Seattle Golf Club Dam and NW Innis Arden Way, and met with Washington Department of Fish and Wildlife (WDFW) representatives. Information obtained from these efforts was used to develop a plan and profile with associated costs for a fish passage restoration concept design, as presented in Attachment A. The resulting implications for the portions of the Boeing Creek Restoration Project downstream of NW Innis Arden Way are described below.
- Surface Water Master Plan project prioritization: Both the Hidden Lake Dam Removal Project and Boeing Creek Restoration Project were evaluated as part of the CIP project prioritization effort under the ongoing Surface Water Master Plan Update: the Hidden Lake Dam Removal Project received a score of 480, ranking 5<sup>th</sup> out of the 40 City projects evaluated; the Boeing Creek Restoration Project received a score of 180, ranking 22<sup>nd</sup> of the 40 projects. The main difference in scoring between the two projects was due to the flood risk reduction aspect of the Hidden Lake Dam Removal Project, which the Boeing Creek Restoration Project does not share.
- 2018-2023 CIP scope, budget, and schedule updates:
  - Pre-design efforts for both the Hidden Lake Dam Removal Project and Boeing Creek Restoration Project are expected to conclude by the end of 2017. The 2018-2023 CIP includes funding for complete design, permitting, construction, and permit-driven initial maintenance for the Hidden Lake Dam Removal Project. NW Innis Arden Way culvert replacement is included under the design phase of the Hidden Lake Dam Removal Project; however, the construction budget currently includes only Hidden Lake dam removal and associated restoration costs and does not include NW Innis Arden Way culvert replacement. Construction costs for potential replacement of NW Innis Arden Way culvert concurrent with Hidden Lake Dam removal will be evaluated further as pre-design is finalized and design is developed.
  - The 2018-2023 CIP includes \$56,275 in funding for the Boeing Creek Restoration Project for any additional coordination as needed in coming years, but the project is not expected to advance beyond pre-design during that time.

The collective results of these efforts indicate that the Hidden Lake Dam Removal Project should generally continue as planned; no new information substantively alters the previously understood scope or schedule for the project. However, new information obtained on the Boeing Creek Restoration Project (from the Concept Design Evaluation

of Fish Passage Improvements in Lower Boeing Creek – Attachment A) reveals that the previous understanding of the project concepts underestimated challenges while overestimating benefits. Analyses described in Attachment A indicate that while the concept for restoring fish passage downstream of NW Innis Arden Way may be technically constructible (and potentially acceptable for at least the WDFW permitting process), it would require constructing a roughened channel of an unprecedented scale (at least within Washington State), and could only be done at a high cost (about twice as much as previously thought -- approximately \$6,000,000 -- excluding any property acquisition), with high impacts to existing critical areas and very challenging access completely within properties with no existing City ownership or easements. Which fish species would benefit from this major restoration effort is somewhat unclear, although the Chinook salmon, which are highly targeted for regional fish recovery efforts, would not likely see significant benefits. Due to the high degree of expected costs, challenges, and uncertainties, restoring fish passage along lower Boeing Creek between the Seattle Golf Club Dam and NW Innis Arden Way would not appear to rate well for current grant programs, or for any other kind of “leverage” to benefit the upstream Hidden Lake Dam Removal effort which was the original intent behind the staff recommendation of Alternative 4 and subsequent creation of the Boeing Creek Restoration Project.

Accordingly, staff recommends the updated approach for moving forward for these City projects should take account for the following:

1. Difficulties, costs, risks, and uncertain benefits associated with potential fish passage restoration improvements along Boeing Creek downstream of NW Innis Arden Way.
2. Continued need to remove Hidden Lake Dam within approximately three years.
3. Need to replace NW Innis Arden Way Boeing Creek culverts within longer-term timeframe (approximately 20 years), and benefits of combining culvert replacement with Hidden Lake dam removal for design and possibly construction efforts.
4. Resource availability and limitations:
  - a. Surface Water Master Plan Update highly prioritized Hidden Lake Dam Removal Project and programmed funding for 2020 construction. King County Flood Reduction Grant provides funding for almost half of the design costs for Hidden Lake dam removal and NW Innis Arden Way culvert replacement.
  - b. Surface Water Master Plan Update did not highly rank Boeing Creek Restoration Project and did not program any funding for design or construction.

The staff recommendation was developed considering all of the above information.

### **RESOURCE/FINANCIAL IMPACT**

Updated expenditures from prior years, estimated 2017 expenditures through end-of-year, and estimated future expenditures as programmed in the draft 2018-2023 CIP for both Hidden Lake Dam Removal Project and Boeing Creek Restoration Project are as follows:

Year		Project Expenditures	
		Hidden Lake Dam Removal	Boeing Creek Restoration
Prior Years		\$177,023	\$20,406
2017 (Est.)		\$76,100	\$32,916
2018-2023 CIP	2018	\$267,800	\$0
	2019	\$275,834	\$0
	2020	\$1,657,667	\$0
	2021	\$22,510	\$56,275
	2022	\$23,185	\$0
	2023	\$23,881	\$0
<b>Total</b>		<b>\$2,524,000</b>	<b>\$109,597</b>

A \$300,000 King County Flood Control District Flood Reduction Grant for design of Hidden Lake dam removal and NW Innis Arden Way culvert replacement was recently obtained. This grant is expected to fund 47% of total staff and consultant costs for design from initiation through final (expected to be completed by end of 2019); total costs are estimated at \$643,240, the City matching portion is \$343,240.

### **RECOMMENDATION**

No action is required from Council at this time. Staff is looking for feedback and concurrence on two key Staff recommendations:

1. Proceed with Hidden Lake Dam Removal Project as planned, including completion of pre-design by the end of 2017, design to begin in 2018, and construction to occur in 2020. Replacement of NW Innis Arden Way culverts will be included in the Hidden Lake Dam Removal pre-design and design, and may be replaced during construction of Hidden Lake Dam Removal improvements if feasible. This recommended approach mostly closely resembles Alternative 3 from the prior alternatives analysis.
2. Discontinue further City development of the Boeing Creek Restoration Project concepts downstream of NW Innis Arden Way. Results of analysis done to date will be used to inform design for Hidden Lake dam removal and NW Innis Arden Way culvert replacement. City staff will share results of analysis with downstream property owners and provide guidance for any potential future Lower Boeing Creek restoration efforts led by others.

### **ATTACHMENT**

Attachment A – Concept Design Evaluation of Fish Passage Improvements in Lower Boeing Creek



# TECHNICAL MEMORANDUM

**Date:** July 18, 2017  
**To:** John Featherstone, City of Shoreline  
**From:** Ian Mostrenko and Mark Ewbank  
**Subject:** Concept Design Evaluation of Fish Passage Improvements in Lower Boeing Creek

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## APPENDICES

Appendix A	Lower Boeing Creek Roughened Channel Plan and Profile Design Concept
Appendix B	Lower Boeing Creek Roughened Channel Conceptual Cost Estimate



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## INTRODUCTION

Potential upstream fish passage for salmonids is blocked by several features in the reach of Boeing Creek between Hidden Lake and the Puget Sound shoreline. In May 2016, Shoreline City Council authorized staff to pursue a Hidden Lake Dam Removal Project approach including assessment of potential fish passage improvements downstream of Hidden Lake to best serve the long-term overall health of Boeing Creek, and also to enhance competitiveness for fish passage-related grant funding for these planned improvements. Accomplishing fish passage restoration from Puget Sound to a point upstream of Hidden Lake will require restoring fish passage in three general areas: 1) the lower reach of Boeing Creek downstream of Northwest Innis Arden Way, 2) the creek crossing of Northwest Innis Arden Way, and 3) the lake area upstream of Northwest Innis Arden Way.

This memorandum documents analyses of a conceptual approach for restoring fish passage in the lower reach of the creek from Puget Sound to the downstream side of the Northwest Innis Arden Way crossing, and implications of fish passage improvements downstream of the roadway on the Hidden Lake Dam Removal Project and eventual replacement of existing creek culverts beneath Northwest Innis Arden Way. Figure 1 shows the extents of the creek that are the subject of this memorandum, which coincide with the “Innis Arden Reach” and “Lower Reach” as documented in the Boeing Creek Basin Plan (Windward et al. 2013).

## EXISTING CONDITIONS IN LOWER BOEING CREEK

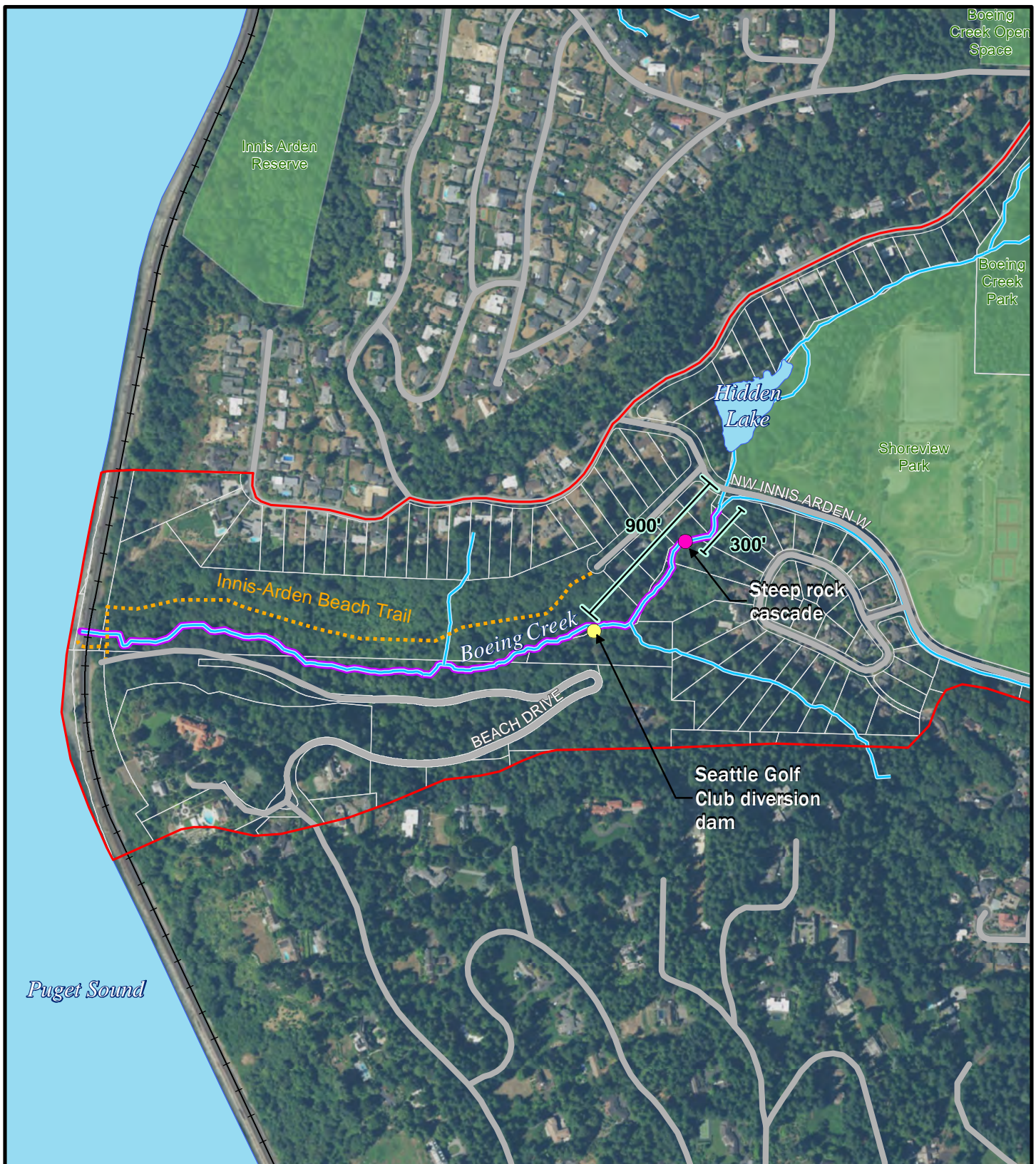
Between Northwest Innis Arden Way and the Puget Sound shoreline, Boeing Creek flows through a natural channel amid a forested ravine area. While those are generally favorable characteristics for good quality fish habitat, potential upstream fish passage is completely prevented by constructed impoundments in two places: 1) a steep rock cascade approximately 300 feet downstream of the road (Figure 2), and 2) a dam made of sheet pile approximately 900 feet downstream of the road, that formerly served to divert water for the Seattle Golf Club (Figure 3). Both of these features create an abrupt drop in the channel elevation of approximately 12 to 13 feet. A third major fish passage barrier is a more gently sloped but longer rock cascade extending from the outlet of twin Boeing Creek culverts beneath Northwest Innis Arden Way. If fish migrating upstream could make it to the outlet of the twin culverts beneath the road, the culverts themselves would pose a significant barrier to upstream passage because they create shallow and high-velocity flow conditions most of the time. The dam impounding Hidden Lake represents a fifth major fish passage barrier in the system. Additionally, due to extensive development in the watershed upstream of Hidden Lake, the creek’s natural hydrology has been altered and resultant high flows during larger storm events have eroded the channel in several places, creating smaller obstacles to fish passage, degrading habitat quality, and inducing hillslope instability on several private properties downstream of Hidden Lake.

For fish to be able to pass unimpeded from Puget Sound upstream through the Hidden Lake area each of these major barriers would have to be removed and a gradually sloped channel would need to be reconstructed for most of that stream channel length. As described later in this memorandum, restoring fish passage for that much stream length is a considerable challenge. This is partly because the land through which the creek flows downstream of Northwest Innis Arden Way is all privately owned, and vehicular access to the creek is currently provided in only one location amid that land at the Seattle Golf Club diversion dam site. The ravine slopes adjacent to the channel are relatively steep for most of the lower creek reach, with minor landsliding evident in several locations.

Anadromous salmonids that historically used and currently use the creek include coho, chum, and Chinook salmon, and cutthroat trout (Windward et al. 2013). Several reaches surveyed in the fall of 2016 contained average gradients of 4 to 5 percent that appeared to be fish passable, but those areas contained tight clusters of at least three to four fallen trees in excess of 48 inches in diameter that have formed complex grade control features. Several adult coho carcasses were observed approximately 700 feet upstream of the creek mouth during a site reconnaissance by Herrera staff on October 27, 2016, so it is apparent that woody debris inducing local channel gradients between 4 to 5 percent are currently not precluding coho passage.

The historical average gradient in the sub-reach of Boeing Creek from the current Seattle Golf Club diversion dam area to the Northwest Innis Arden Way crossing was likely closer to 7 to 8 percent. Based on that channel gradient and the underlying geology, historical fish passage upstream of the diversion dam area was likely intermittent and enabled by complex grade-control features created by dense clustering of very large woody debris. Furthermore, it is likely that the intermittent nature of fish passage in that reach of the creek was also species-dependent. Chinook and chum salmon have been found close to the mouth of the creek (TetraTech/KCM 2004), but recent references/documentation of either of those species in lower Boeing Creek are unknown or unavailable. Altered hydrology, sediment delivery, channel incision, and channel straightening have likely shaped the lower Boeing Creek current channel geometry to be incompatible with these larger salmonid species. With increasing prevalence of pink salmon in Puget Sound, it is possible that pink salmon will use Boeing Creek in the future whereas they have not been documented in the creek in the past.

Taking into account all available information, past and present, the salmonid species that would most likely benefit from fish passage barrier removals as described in this memorandum are coho salmon and sea-run cutthroat trout, and possibly pink salmon as well (if introduced to the creek). Over time, the larger species (Chinook and chum) may reoccupy Boeing Creek after the removal of the Hidden Lake Dam that has impeded downstream sediment delivery and altered channel morphology, but future passage for larger salmonids is uncertain and difficult to predict due to the highly altered hydrology of the basin.

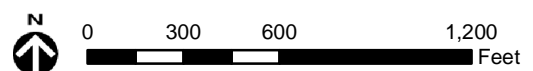


### Legend

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|--|--|
| <span style="border: 2px solid red; display: inline-block; width: 20px; height: 10px;"></span> Project area  | <span style="display: inline-block; width: 20px; border-bottom: 2px solid gray;"></span> Street  |
| <span style="border: 1px solid gray; display: inline-block; width: 20px; height: 10px;"></span> Tax parcel   | <span style="display: inline-block; width: 20px; border-bottom: 2px solid blue;"></span> Stream  |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: lightblue;"></span> Open water  | <span style="display: inline-block; width: 20px; border-bottom: 2px solid purple;"></span> Lower Boeing Creek Reach  |
| <span style="display: inline-block; width: 20px; height: 10px; background-color: lightgreen;"></span> Park   | <span style="display: inline-block; width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid pink;"></span> Steep rock cascade                |
| <span style="display: inline-block; width: 20px; border-bottom: 2px solid black; position: relative; top: -5px;"><div style="width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid black; position: absolute; left: 0; top: 0;"></div></span> Railroad | <span style="display: inline-block; width: 0; height: 0; border-left: 5px solid transparent; border-right: 5px solid transparent; border-bottom: 10px solid yellow;"></span> Seattle Golf Club diversion dam |
| <span style="display: inline-block; width: 20px; border-bottom: 2px dashed orange;"></span> Trail  |  |

**Figure 1.**  
**Lower Boeing Creek Reach.**

Scale: 1" = 600'



USDA, Aerial (2015)

K:\Projects\Y2015\15-05984-000\Project\Report\lower\_boeing\_creek\_reach.mxd (7/6/2017)



**Figure 2. Looking Upstream at Steep Rock Cascade Between Northwest Innis Arden Way and Seattle Golf Club Diversion Dam.**



**Figure 3. Looking Upstream at Seattle Golf Club Diversion Dam.**

Fish passage analysis and design requires a reasonably accurate understanding of both high flood flow magnitudes for channel stability and low flows for fish passage. Flow estimates were obtained from several sources. Flood flow estimates were obtained from the Boeing Creek Basin Plan (Windward et al. 2013). Smaller flows such as the 10 percent exceedance and average

annual flow required for assessing maximum permissible velocities for fish passage were estimated by Herrera using gage data collected in 1992 and 1993 by King County (King County Hydrologic Information Center) and data collected by Herrera in 2016 and 2017 at a flow gaging site upstream of Hidden Lake. Table 1 lists flow rates for various frequencies used in the analyses documented in this memo.

<b>Table 1. Boeing Creek Flow Rates Used for Fish Passage Concept Design Analysis Downstream of Hidden Lake.</b>		
<b>Frequency</b>	<b>Flow Rate (cfs)</b>	<b>Design Importance</b>
100-year	227.3	Channel Stability
25-year	160.5	Channel Geometry and Stability
2-year	72.1	Channel Geometry (Stage 2)
10 Percent Exceedance	5.4	Fish Passage
Average Annual	3.7	Channel Geometry (Stage 1)/Fish Passage

cfs – cubic feet per second

## DESIGN CONCEPT FOR FISH PASSAGE UPSTREAM TO NORTHWEST INNIS ARDEN WAY

Based on recent reconnaissance of the entire length of Boeing Creek downstream of Northwest Innis Arden Way, it appears that the best, sustainable instream habitat conditions (with pools, suitable spawning substrate, no channel downcutting or otherwise significantly unstable banks, and woody debris retention) coincide with sections of the channel having a longitudinal slope of about 2 percent or less. Therefore, a concept for restoring fish passage throughout the lower reach of the creek should seek to preserve as much of the channel length as possible with a slope of 2 percent maximum. By doing that, accomplishing a “smoothing out” of the currently disjointed longitudinal profile would require creation of some steeper sections interspersed with flatter (2 percent maximum slope) sections. The overall elevation drop from the entrance to the culverts on the north (Hidden Lake) side of Northwest Innis Arden Way to the Puget Sound shoreline is 160 feet over a total distance of approximately 3,300 feet, equating to an average channel slope of 4.8 percent in the study reach for fish passage improvements downstream of Hidden Lake. However, a large portion of the elevation change (85 feet) occurs in the 900 feet of stream length between Northwest Innis Arden Way and the downstream side of the Seattle Golf Club diversion dam, with an average slope of 9.5 percent in that sub-reach.

Analysis of the creek valley topography from upstream of Hidden Lake to Puget Sound shows that the average slope over that length is (and likely historically was) about 5.4 percent, without accounting for local variations in the natural channel alignment that would have effectively flattened the gradient for native fish passage. That slope is not too steep, yet is fairly challenging, for naturally passable conditions for coho salmon and sea-run cutthroat, particularly for returning spawners and juveniles that have yet to outmigrate to Puget Sound. Furthermore, the historical channel gradient was most likely flatter in the lower reach

approaching Puget Sound and steeper than 5.4 percent from present-day Northwest Innis Arden Way to the Seattle Golf Club diversion dam area (as described previously), meaning that upstream salmonid passage was intermittent and sometimes blocked or impeded by steeper conditions as the channel adjusted to large floods, sediment delivery, and downed trees in the channel. Restoring fish passage in Boeing Creek should have these types of historical channel characteristics in mind.

## Design Approach

There are many design options that could be used to create fish-passable conditions in lower Boeing Creek, all of which would require some form of fixed channel grade control (such as via a series of weirs, a hardened bed, and/or porous dams that emulate small beaver dams) to maintain the necessary water surface depth and velocity for swimmable conditions under a wide range of flows. Given the considerable length of Boeing Creek that would need to be modified to create continuous fish passage from near the mouth of the creek to Northwest Innis Arden Way, and the associated high cost of those modifications, it is preferable to use a design approach that is durable, inherently redundant to be able to “self heal” when shifting of the channel bed inevitably occurs over time, and not prone to failing if one or more step-pool elevation drops (such as a weir) were to blow out or be undermined.

The historical channel was probably dominated by large wood clusters that would “self heal” over time with respect to channel gradient, but those adjustments would be slow and would create intermittent fish passage barriers that could persist over many years. As such, restoration of historical conditions would not provide continuous passage. Furthermore, re-creating historical conditions is unrealistic because importing hundreds of trees/logs more than 4 feet in diameter is not feasible. The use of smaller-sized logs to create a gradual channel gradient would require hundreds of small grade-control step structures, which have been found to be prone to failure, especially in steeper gradient systems, and they typically cannot “self heal” due to the size of available wood. To avoid necessitating a continuous sequence of over 100 engineered small step-pool drops through the length of lower Boeing Creek, the concept design described herein follows the roughened channel design approach presented in the Washington Department of Fish and Wildlife’s (WDFW’s) Water Crossing Design Guidelines (Barnard et al. 2013).

Roughened channels use large rock (e.g., boulders or riprap) mixed with smaller cobbles, gravel, and sediment to create hardened substrate that resists deformation under high-flow conditions while creating numerous micro-scale pathways for flow conveyance and fish passage under low-flow conditions and also providing substrate suitable for spawning in many locations. Figure 4 shows an example of a recently constructed roughened channel in Coal Creek in the city of Bellevue, Washington. That project created over 400 feet length of roughened channel extending from a new roadway culvert through a section of channel where there were previously a series of weirs that impeded upstream fish passage. The average slope of the roughened channel segments in Coal Creek is 5 percent, and those are interspersed with 1.4 percent slope

segments. The 1.4 percent riffle segments emulate the natural channel gradient in Coal Creek to support formation of pools and riffles that are vital for fish resting. The average gradient in the entire restored Coal Creek reach is approximately 3.8 percent, which is flatter than the reach of Boeing Creek described herein.



**Figure 4. Roughened Channel Section in Coal Creek, Bellevue, Washington.**

## Channel Profile and Typical Cross Sections Analysis

Topographic survey was collected in fall 2016 throughout lower Boeing Creek to support this analysis. Greater topographic resolution was obtained in the vicinity of the Seattle Golf Club diversion dam. Representative cross-sections were obtained at intervals between Northwest Innis Arden Way and the diversion dam area, and from downstream of the diversion dam to near the BNSF Railway crossing. Numerous channel bed elevation points were obtained to enable creating an accurate thalweg elevation profile for the entire reach downstream of Hidden Lake.

As stated above, the topographic data indicate an average slope of 9.5 percent in the 900 feet of Boeing Creek length extending through the two major fish passage barriers (steep rock cascade and the Seattle Golf Club diversion dam) downstream of the Northwest Innis Arden Way culverts. A continuous slope of 9.5 percent is steeper than historical conditions in this reach of Boeing Creek and is approaching the upper limit for a roughened channel (personal communication with Channing Syms [e-mail], WDFW, March 24, 2017) in a fish passage culvert context. Thus, fish passage would not be achievable with a continuous slope of 9.5 percent over much of the 900 feet of length due to fish exhaustion without the benefit of pools for resting.

Therefore, a “stair-step” profile approach would be necessary to provide periodic resting areas and possibly even areas that would support spawning. The natural gradient segments in a stepped streambed profile would be constructed at 2 percent grade to mimic the natural and sustainable gradient of the pool-riffle areas observed in the creek downstream of the Seattle Golf Club diversion dam.

Using the topographic survey data, an alternating sequence of 100-foot-long steeper cascade segments and 50-foot-long 2 percent pool-riffle segments was iteratively laid out to assess extents of bank excavation and channel fill that would be required, while attempting to yield a channel bed elevation at the Northwest Innis Arden Way crossing that would be compatible with tying into a fish-passage channel through the Hidden Lake area. After laying out several iterations, it was determined that using a 10 percent slope in the steeper cascade segments of the roughened channel could accomplish fish-passable conditions for the length of creek under consideration while minimizing disturbance of good quality habitat that extends to the creek mouth from a point about 325 feet downstream of the Seattle Golf Club diversion dam. The creek profile and cross-sections in Appendix A reflect an alternating 10 percent/2 percent grade for cascade and pool-riffle segments, respectively, along approximately 1,050 linear feet of rebuilt channel. Within that 1,050 feet of length, a total of 700 feet length would be comprised of a roughened channel at 10 percent slope and a total of 350 feet length would be comprised of a natural (non-roughened) channel with 2 percent slope.

## Cost Estimates for Construction and Long-term Inspections and Maintenance

The elevation profile and cross-sections in Appendix A were used to create a three-dimensional surface in CAD with which to compare to a three-dimensional surface of the existing channel bed and banks to yield estimates of the total excavation volume and fill volume that would be required. The construction cost estimate covers the length of channel from the downstream end of the conceptual design to approximately Station 11+20 (see the plan and profile drawings in Appendix A), which is the approximate location where channel modifications associated with eventual culvert replacements for the Northwest Innis Arden Way crossing would tie into the channel bed and banks downstream of the road. The Washington Department of Fish and Wildlife (WDFW) roughened channel design guidance (Barnard et al. 2013) includes sizing of the mix of boulders, cobbles, gravel, and sediment needed to remain stable while promoting fish passage under low-flow conditions given the prevailing flow regime of a stream system. The flow data presented in Table 1 were applied to that design guidance to derive estimated sizes of the larger boulders on down to the smaller substrate that would be required in each of the 10 percent and 2 percent sections of the channel, and thus to enable deriving quantity estimates for different size classes of streambed material that would have to be imported for channel construction. (An important point to note is that the existing Boeing Creek channel contains very few larger boulders and cobbles, in part because the creek’s natural development did not cut through geology creating such material.)

## ***Construction Cost***

The quantity estimates for channel excavation, channel fill (using excavated material), and imported streambed rock form the backbone of the planning-level construction cost estimate presented in Appendix B. In addition to the earthwork and streambed material import, the cost estimate includes other major items of work that could be expected for successful construction and to facilitate long-term inspections and maintenance (and required to satisfy anticipated permit conditions, described in more detail below). Suitable access for construction amid privately owned properties represents a significant challenge for ultimately implementing the fish passage improvements described herein, and triggers a corresponding high cost. The construction cost estimate in Appendix B includes creating the permanent access roadway(s), but does not include any costs associated with property easements or acquisitions.

It is anticipated that a condition of obtaining a Hydraulic Project Approval permit for the project from WDFW would be providing and maintaining suitable access for the life of the project (e.g., decades) to enable inspections and repairs as necessary to ensure fish passability (personal communication with Larry Fisher [e-mail], WDFW, April 6, 2017). If a section of the channel deforms considerably and compromises fish passage, repair would most likely have to be done with heavy equipment, necessitating a small roadway(s) for permanent access.,

A contingency of 50 percent is added to the estimate to account for unforeseen cost issues, which is typical for concept design development. Additionally, the cost estimate in Appendix B includes permitting and design costs.

## ***Long-term Inspection and Maintenance Costs***

For planning purposes, it is assumed that annual inspections would be performed in the dry season via the permanent access road along the creek. These inspections would be done to determine if there are any local areas along the modified creek length that are not suitable for fish passage due to creek bed or bank erosion in the preceding wet season, and if so to outline the extent of repair needed (including any repairs that may be needed to the access road to enable equipment and vehicles to complete the channel repairs). This type of inspection work, including documentation and coordination of it, is estimated to cost \$500 per year (2017 dollars) on average.

It is difficult to accurately estimate long-term maintenance costs to assure sufficient fish passage conditions along the length of modified creek channel. Thus, some simplifying assumptions are necessary, as follows:

- Repair work would be needed every 3 to 5 years

- The repair would not require importing streambed/bank rock, but would require shifting rock in the channel, and repositioning one or more downed trees, using heavy equipment to restore original “as-built” channel conditions
- Minor access road clearing and maintenance/upkeep would coincide with mobilizing to complete creek channel repairs
- Repair work would require a crew of two laborers, a small truck, and an excavator, for one week. This crew cost equates to about \$25,000 per repair effort (in 2017 dollars), including a modest contingency for unforeseen issues. In addition, repair work would require technical and administrative oversight to assure it is done adequately and documented clearly; these oversight and administration costs are estimated to be \$5,000 per repair cycle (in 2017 dollars).

Assuming a project design life of 75 years, the cumulative maintenance and repair costs could thus be on the order of \$500,000 to \$700,000 (2017 dollars), including the costs of routine annual inspections and oversight and administration of periodic repair work.

## DISCUSSION

Based upon discussions with Larry Fisher and Channing Syms of WDFW, the overall length and relatively steep slope of the roughened channel concept described above is beyond WDFW’s experience in past fish passage projects, and thus represents an unprecedented approach in Washington State that could indicate an inherent risk to long-term success. If a large tree falls into the roughened channel, or other debris forms a local flow blockage, turbulent flow deflected into erodible soil above the rock lining the channel bed and lower bank could readily induce an abrupt elevation drop that is not passable for fish, triggering a need for maintenance action to restore the channel area that outflanked the rock lining. Given the forested land use surrounding the creek, it would be nearly impossible to prevent treefall from partially obstructing the engineered channel. The risks of maintaining “as-constructed” conditions is the reason for anticipating permanent inspection and maintenance access as a condition of the HPA permit.

In addition to technical design challenges and high costs, establishing construction access and long-term access thereafter would likely require acquiring portions of several private properties or negotiating permanent easements on those properties. Currently, downstream of Northwest Innis Arden Way, Boeing Creek flows along the boundaries of eight individually owned parcels, then along the boundaries of three larger parcels owned by the Seattle Golf Club, Innis Arden Club, and the Highlands, Inc., before crossing the BNSF railroad right-of-way and entering the Puget Sound (Figure 1). The City of Shoreline does not own or have easements for any of this reach of Boeing Creek downstream of Northwest Innis Arden Way. It is probably unrealistic to expect that this group of private property owners could collectively manage the long-term inspection and maintenance role and capably fulfill that role to ensure long-term fish-passage

success. A key question for the City of Shoreline is, without any ownership of land along the lower stream corridor, whether project construction and/or long-term inspections and maintenance are consistent with the City's overall responsibilities, authority, and resources to pursue.

One consideration that can encourage private property owner willingness to collaborate in large-scale channel improvements for fish passage relates to existing erosion concerns on many of those properties. The roughened channel design approach would provide a stable toe for the creek banks through most of those properties, reducing potential for future bank erosion that can lead to larger-scale slope instability extending inland from the creek. A more predictable creek bank is likely of interest to most of the property owners who would be affected by construction of a long section of roughened channel.

Given that most grant programs targeting removal of fish passage barriers in the Puget Sound region are currently focused on endangered species (e.g., Chinook and steelhead) that would possibly have only marginal benefits from removing fish passage barriers in lower Boeing Creek, the relatively small size of this creek, and the estimated high costs and degree of challenges in implementation and maintenance of a large-scale roughened channel project, the prospects for obtaining grant funding in the near term for the project as described in this memorandum are low. However, there are several relevant grant programs to consider pursuing, and the focus of stream restoration grant programs evolves over time. There is increasing focus on removing fish passage barriers at roadway crossings in Washington State that will lead to large sums of grant money being allocated in the years ahead for fish passage improvement projects. That funding climate for fish passage could improve the chances of grant funds being viable for fish passage improvements in Boeing Creek.

## IMPLICATIONS FOR HIDDEN LAKE DAM REMOVAL PROJECT

The City of Shoreline intends to proceed with modifications to Hidden Lake and the dam impounding it, and to eventually replace the Boeing Creek culverts crossing Northwest Innis Arden Way, in ways that could be compatible with fish-passage improvements in the lower creek. Thus, the roughened-channel design plan and profile design concept presented in Appendix A would seamlessly tie into the modified creek channel on the downstream (south) side of Northwest Innis Arden Way once the existing culverts are replaced. If future efforts eventually lead to fish passage restoration improvements being implemented in lower Boeing Creek, the City's work at and upstream of Northwest Innis Arden Way would allow for fish passage in Boeing Creek from Puget Sound to upstream of the current Hidden Lake configuration.

## REFERENCES

Barnard, R.J., J. Johnson, P. Brooks, K.M. Bates, B. Heiner, J.P. Klavas, D.C. Ponder, P.D. Smith, and P.D. Powers. 2013. Water Crossing Design Guidelines. Washington Department of Fish and Wildlife, Olympia, Washington.

TetraTech/KCM. 2004. Boeing Creek Basin Characterization Report. Prepared for City of Shoreline by TetraTech/KCM, Inc., Seattle, Washington.

Windward Environmental, Osborn Consulting, and The Watershed Company. 2013. Boeing Creek Basin Plan. Prepared for City of Shoreline.

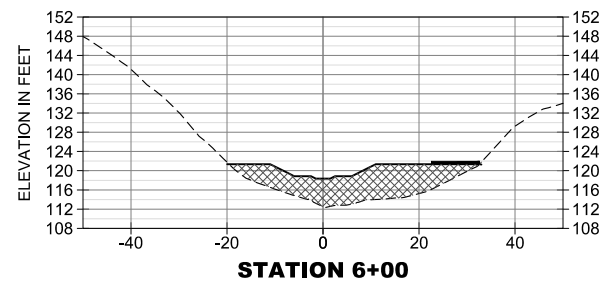
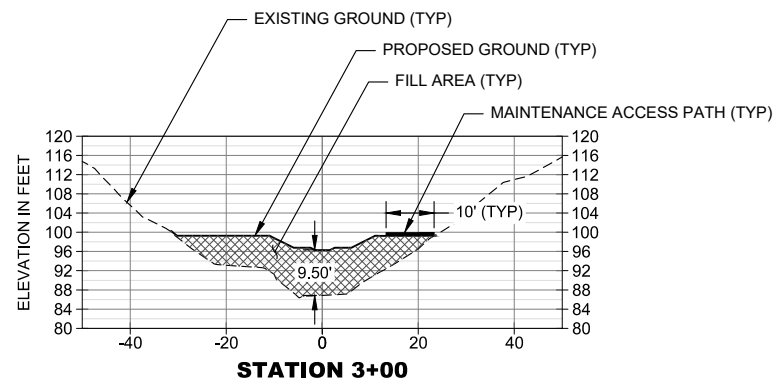
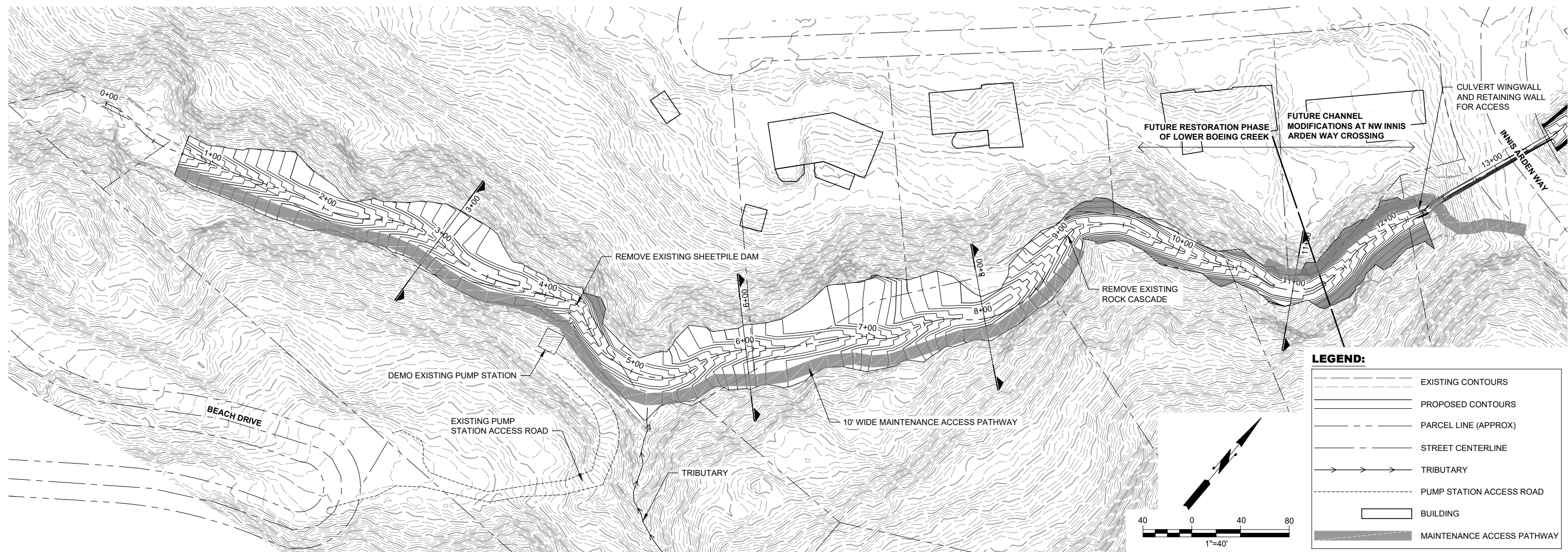
## **APPENDIX A**

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# **Lower Boeing Creek Fish Passage Restoration Plan and Profile Design Concept**



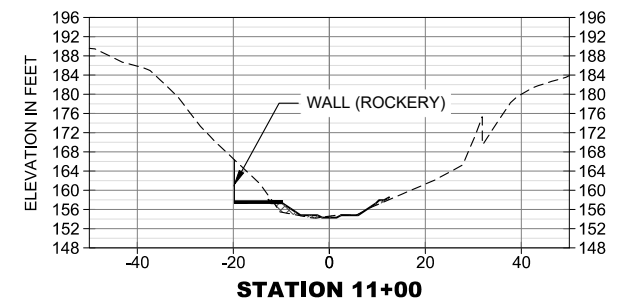
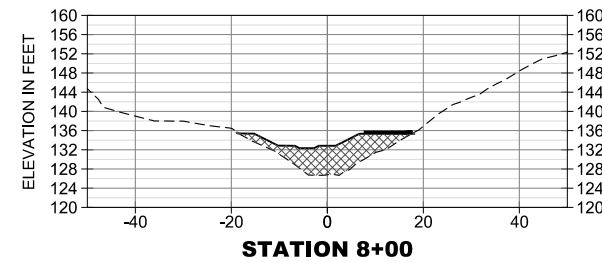
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**CROSS SECTIONS**

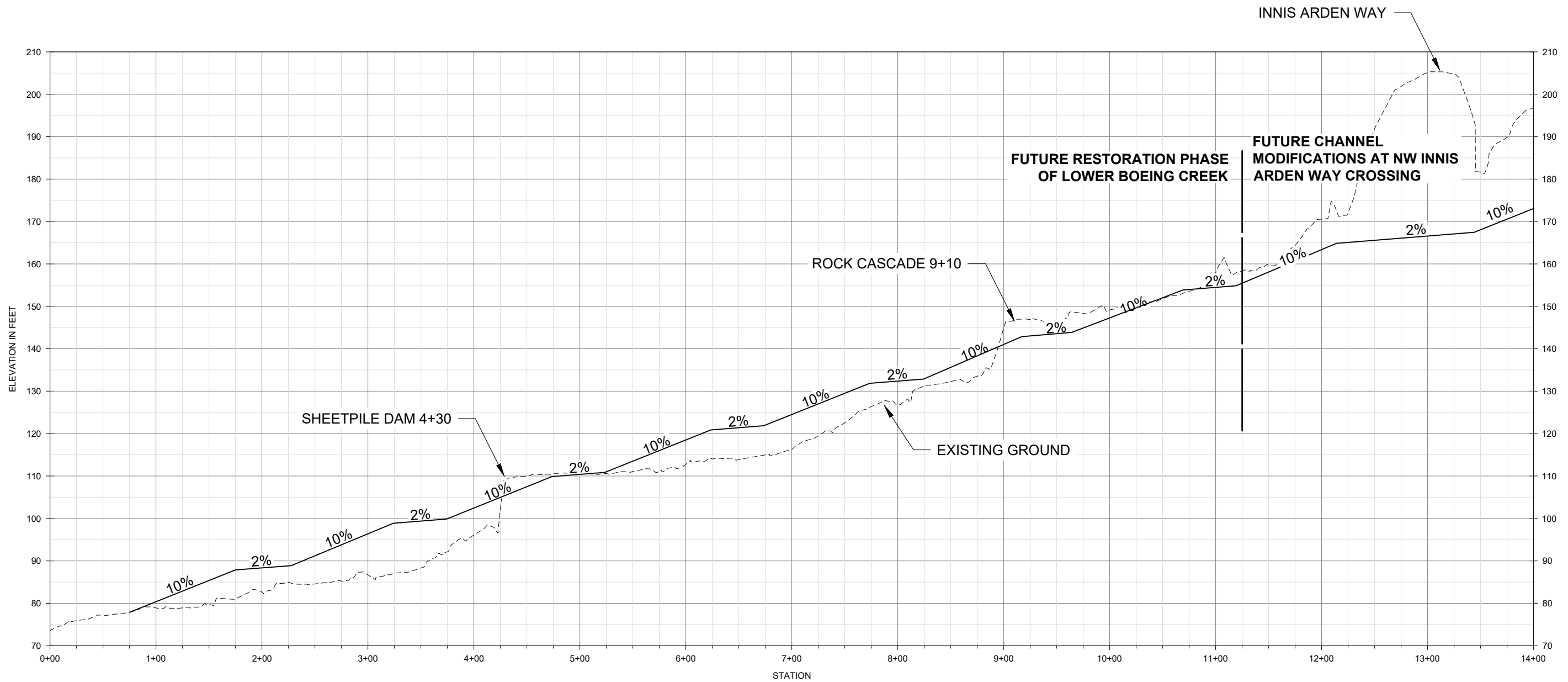
HORIZ. SCALE: 1"=20'

VERT. SCALE: 1"=20'





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**PROFILE**  
HORIZ. SCALE: 1"=80'  
VERT. SCALE: 1"=20'



**LOWER BOEING CREEK**

CONCEPTUAL DESIGN PROFILE

DATE:	JULY 2017
DRAWING:	
SHEET:	OF



## **APPENDIX B**

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# **Lower Boeing Creek Fish Passage Restoration Conceptual Cost Estimate**



## Planning-Level Cost Estimate for Fish Passage Restoration in Lower Boeing Creek

Project: Hidden Lake Dam Removal  
Herrera Project 15-05984-000  
Client: City of Shoreline

Date Modified: 7/19/2017  
Spreadsheet by: I. Mostrenko  
Checked by: M. Ewbank  
Latest Date Checked: 7/19/2017

Cost Item #	Spec Section	Item Description	Quantity	Unit	Unit Cost	Price	Total Price	Comments
1		Mobilization	1	LS	\$ 212,500.00		\$ 212,500.00	8% of construction subtotal (Div 2 - Div 8 work items)
2		Temporary Erosion and Sediment	1	LS	\$ 120,300.00		\$ 120,300.00	Assumes 5% of all other items except water management
3		Water Management	1	LS	\$ 130,000.00		\$ 130,000.00	Use Coal Creek bid cost, assume 2 phases, like coal creek total
4		Clearing	1.0	AC	\$ 19,445.00		\$ 19,104.44	WSDOT unit bid analysis, NW Region 2016
5		Removal/staging of LWD	1	LS	\$ 42,000.00		\$ 42,000.00	See support calcs
6		Access Construction	1950	LF	\$ 64.90		\$ 126,555.00	See support calcs
7		Access Road Retaining Wall	1	LS	\$ 60,000.00		\$ 60,000.00	upper 200 feet reach to minimize large cut slope
8		Channel Excavation	2470	CY	\$ 40.00		\$ 98,800.00	See support calcs, unit assumes double handling and staging
9		Import Alluvial Fill (pit run)	590	CY	\$ 60.00		\$ 35,400.00	See support calcs, increase unit cost due to access/stage space
10		Import Boulders	3820	CY	\$ 150.00		\$ 573,000.00	See support calcs / add 25% to unit est due to access/staging
11		Import Sediment Gravel/Cobble Material	1910	CY	\$ 112.50		\$ 214,900.00	See support calcs / add 25% to unit est due to access/staging
12		Channel Construction	5740	CY	\$ 190.00		\$ 1,090,600.00	See support calcs
13		LWD Placement	14	EA	\$ 6,800.00		\$ 95,200.00	See support calcs
14		Riparian Restoration	1	AC	\$ 50,000.00		\$ 50,000.00	
<b>Construction Subtotal</b>							<b>\$ 2,868,359</b>	
Sales Tax (10.0%)							<b>\$ 286,900</b>	
<b>Construction Total (roundup to 1000's)</b>							<b>\$ 3,156,000</b>	
Contingency (50%)							<b>\$ 1,578,000</b>	
<b>Construction Total with Contingency</b>							<b>\$ 4,734,000</b>	
<b>Permitting</b>							<b>\$ 100,000</b>	based on past project experience, high end due to WDFW
<b>Design</b>							<b>\$ 225,000</b>	based on past project experience, channel design
<b>Construction Management &amp; Administration (20% of Construction Cost)</b>							<b>\$ 946,800</b>	
<b>GRAND TOTAL</b>							<b>\$ 6,010,000</b>	

July 2017  
C-1



## **CITY COUNCIL AGENDA ITEM**

### **CITY OF SHORELINE, WASHINGTON**

<b>AGENDA TITLE:</b>	Discussion of Ordinance No. 800 – Granting the Ronald Wastewater District a Non-Exclusive Franchise to Construct, Maintain, Operate, Replace and Repair a Sanitary Sewer System within Public Rights-of-Way
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	John Norris, Assistant City Manager
<b>ACTION:</b>	<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:**

On October 14, 2002, the Shoreline City Council, via the adoption of Ordinance No. 306, granted the Ronald Wastewater District (District) a 15 year franchise. This franchise expires on October 22, 2017.

Also in 2002, the City of Shoreline and the District entered into a 15-year Interlocal Operating Agreement (IOA) in regards to sanitary sewer (wastewater) services. At the end of this 15 year term, which occurs on October 22, 2017, the mutual goal was for the City to fully assume the District as specifically authorized by RCW 35.13A. However, additional time is now needed to effectuate the orderly, seamless transition of governance of the District. To this end, on June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allows for a two year extension of the IOA, with an option for the City to extend for an additional two years.

Given this IOA extension, the current Franchise Agreement that the District operates under must also be extended concurrent with the IOA extension. Proposed Ordinance No. 800 would provide for a new Franchise Agreement with the District that would cover a term concurrent with the IOA extension. Tonight, Council is scheduled to discuss proposed Ordinance No. 800, which is currently scheduled for adoption on October 16, 2017.

#### **RESOURCE/FINANCIAL IMPACT:**

This Franchise will have no financial impact to the City. The franchise fees that the City currently receives from the Ronald Wastewater District will continue under this new Franchise Agreement.

### **RECOMMENDATION**

No formal action is required at this time. Staff recommends that Council discuss the various aspects of the proposed ordinance 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. 800 on October 16, 2017.

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

## **BACKGROUND**

On October 14, 2002, the Shoreline City Council, via the adoption of Ordinance No. 306, granted the Ronald Wastewater District (District) a 15-year franchise. This franchise will expired on October 22, 2017.

Also in 2002, the City and the District entered into a 15-year Interlocal Operating Agreement (IOA) in regards to sanitary sewer services. At the end of this 15 year term, which is also on October 22, 2017, the mutual goal was for the City to fully assume the District as specifically authorized by RCW 35.13A.

As the City Council is aware, numerous steps have been taken to achieve the assumption of the District by the City, including but not limited to, the joint development of an Assumption Transition Plan, the filing of notice of intentions with boundary review boards in King and Snohomish Counties, and the City defending its authority to assume the entirety of the Ronald Wastewater District in various court proceedings. The City's actions in regards to the boundary review boards, in both King and Snohomish Counties, and the courts have resulted in the need for additional time to effectuate an orderly, seamless transition of governance of the District, which has long been the goal of the City, so as to ensure no disruption in this public service for the community.

To this end, on June 12, 2017, the City Council adopted a First Amendment to the 2002 Interlocal Agreement which allows for a two (2) year extension of the IOA, with an option for the City to extend for an additional two (2) years. The staff report for this Council action can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport061217-7e.pdf>.

Given this extension of the IOA and the expiration of the current Franchise Agreement that the District operates under, Ordinance No. 306 (Attachment A), a new Franchise Agreement must be granted that is concurrent with the extension authorized by First Amendment to the IOA. The reason that a new franchise must be granted, as opposed to an extension of the existing franchise, is because Shoreline Municipal Code (SMC) Section 12.25.080 states that a right-of-way franchise agreement shall not exceed 15 years. Thus, this SMC precludes the City from simply extending the existing franchise, requiring the granted of a new franchise agreement so as not to be in conflict with the SMC's time limitation.

## **DISCUSSION**

Proposed Ordinance No. 800 (Attachment B) would provide for a new Franchise Agreement with the Ronald Wastewater District. As can be seen in proposed Ordinance No. 800, the terms of the newly proposed Franchise are nearly identical to the District's current franchise agreement except for minor 'housekeeping' edits and changes the following sections:

- **Recitals, “Whereas” Clauses:** The recitals for the Franchise have been updated to reflect the new Franchise Agreement with the District and to reflect the forthcoming Wastewater Utility Operating Services Agreement.
- **Section 1, Definitions:** The definitions for “Ronald” and “Ronald Wastewater District Sewer Service Area” were adjusted slightly so that they are consistent with the definitions of these terms as proposed in the forthcoming Wastewater Utility Operating Services Agreement. As well, the definitions for “Wastewater System”, “Wastewater Utility”, and “Wastewater Utility Operating Services Agreement” were added to reflect congruency with the forthcoming Wastewater Utility Operating Services Agreement.
- **Subsection 4.6, Blanket Permit:** This subsection currently states that Minor Activities and Blanket Activities are defined in a separately negotiated document, titled “Blanket Permit for Activities within the Public Right-of-Way”. This document was filed with the City Clerk’s Office using a specific Receiving Number. The content from the Blanket Permit has been updated and put into Exhibit A to the Franchise so that it now resides with the Franchise itself rather than in a separate location.
- **Subsection 4.9, Work Performed or Managed by the City:** Subsection 4.9 was added to the Franchise to exempt City staff working on behalf of the utility under the forthcoming Wastewater Utility Operating Services Agreement from needing a Right-of-way permit to perform or manage work in the Right-of-way on the District’s facilities. This permit requirement is still in place for the District, as all capital projects that the District would perform would be controlled by the District and subject to the permitting requirements in the franchise. Any repairs or other work that the City’s utility maintenance staff would perform or manage would be exempted.
- **Section 10, Insurance:** The insurance provisions in the Franchise were adjusted so that they are consistent with the provisions as proposed in the forthcoming Wastewater Utility Operating Services Agreement.
- **Section 12, Franchise Term:** The term of the Franchise Agreement was adjusted from 15 years to the term of the First Amendment of the 2002 Interlocal Operating Agreement, which is for two years from the effective date of the First Amendment of the 2002 Interlocal Operating Agreement plus, at the City’s sole option, an additional two years.
- **Section 14, Franchise Fee:** The date of the 2002 Interlocal Operating Agreement and the First Amendment to the Interlocal Operating Agreement were added to this section for context; the franchise fee itself is not being amended.
- **Section 19, Notice:** The responsible parties for the Franchise and their contact information was updated.
- **Exhibit A, Blanket Permit:** This section was updated as follows:
  - To remove the signature block and other content that was used when the Blanket Permit was a separate document outside of the Franchise Agreement;
  - To acknowledge that the City will most likely be performing Minor Activities in the Right-of-way on behalf of the District; and

- To update the permit fee associated with the Blanket Permit so that it comports to the Blanket Permit Fee in the City's Fee Schedule.

### **New Franchise Agreement Consideration**

As the City and District must enter into a new Franchise Agreement as opposed to extending the current Franchise Agreement as noted earlier in this report, SMC Section 12.25.070 identifies the considerations the City should review when granting a Right-of-way franchise. For franchise renewals, they are:

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 the District, the joint development of an Assumption Transition Plan and other work over the years on the transition issues between the District and the City, staff is confident that the District is in substantial compliance with the criteria identified in SMC Section 12.25.070 and their franchise should be granted when proposed Ordinance No. 800 is brought back for Council action on October 16.

### **RESOURCE/FINANCIAL IMPACT**

This new franchise agreement will have no financial impact to the City. The franchise fees that the City currently receives from the Ronald Wastewater District will continue under this new franchise.

### **RECOMMENDATION**

No formal action is required at this time. Staff recommends that Council discuss the various aspects of the proposed ordinance 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. 800 on October 16, 2017.

### **ATTACHMENTS**

Attachment A: Ordinance No. 306

Attachment B: Proposed Ordinance No. 800

# ORIGINAL

## ORDINANCE NO. 306

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING RONALD WASTEWATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A SANITARY SEWER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.**

WHEREAS, RCW 35A.11.020 grants the City board 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 ... facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service," and

WHEREAS, the Council finds that it is in the best interests of health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to the Ronald Wastewater District for the operation of a sanitary sewer system within the City right-of-way;

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

Section 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.     Days: Calendar days.
- 1.3.     Director: The City Manager or designee.
- 1.4.     District: Ronald Wastewater District (Ronald), a municipal corporation and its

Ronald Wastewater Franchise -1

respective successors and assigns.

- 1.5. Facilities: All pipes, access ways, pump stations, storage facilities, equipment, and appurtenances thereto, located in the City's right-of-way, utilized by the District in the operation of activities authorized by this Ordinance. The abandonment by District of any facilities as defined herein shall not act to remove the same from this definition.
- 1.6. Permittee: A person who has been granted a permit by the Permitting Authority, and District operating under Section 4.6 Blanket Permit of this agreement.
- 1.7. Permitting Authority: The City department authorized to process and grant permits (permitting authority) required to work in the City's right-of-way, or 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.
- 1.10. Ronald Wastewater District Sewer Service Area: All the land located within the corporate boundaries of Ronald Wastewater District as they now or may in the future exist, plus those areas lying outside of the corporate boundaries of the District in which the District's sanitary sewer system and appurtenances are now or may in the future be located, including but not limited to the sewer facilities acquired by Ronald Wastewater District from Seattle Public Utilities.

## Section 2. Franchise

- 2.1. Pursuant to RCW 35A.47.040 the City hereby grants to Ronald, it's successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.
- 2.2. This Franchise shall grant Ronald the right, privilege and authority, subject to the terms and conditions hereinafter set forth; to construct, operate, maintain, replace and use all necessary equipment and facilities related to its a sanitary sewer system, in, under, on, across, over, through, along or below the Right-of-way for the purpose of it's sanitary sewer utility facilities as approved under City permits

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issued by the Permitting Authority pursuant to the Franchise and City ordinances.

- 2.3. This ordinance is to be construed as granting permission to Ronald to go only upon any public right-of-way described herein. Permission to go upon any other property owned or controlled by the City must be sought from the City on a case by case basis.

## Section 3. Non-Interference of Facilities.

- 3.1. Ronald's Facilities shall be located, relocated and maintained within the Right-of-way so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the ordinances of the City and laws of the State of Washington. Nothing herein shall preclude Ronald from affecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided Ronald receives prior City approval, which shall not be unreasonably withheld. Whenever it is necessary for Ronald, in the exercise of its rights under this Franchise, to make any excavation in the Right-of-way, Ronald shall, upon completion of such excavation, restore the surface of the Right-of-way to a condition that meets the specifications established within the City of Shoreline Engineering Development Guide and pre-approved plans and in accordance with standards of general applicability imposed by the City by ordinance or administrative order.

## Section 4. Right-of-Way Management

- 4.1. Excavation.
  - 4.1.1. During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the right-of-way so as to interfere as little as possible with the safe and unobstructed passage of traffic and the unobstructed use of adjoining property. Ronald shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or state law, including RCW 39.04.180, for the construction of trench safety systems.
  - 4.1.2. Whenever Ronald excavates in any 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 accord 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. During the progress of the work, Ronald shall not

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unnecessarily obstruct the passage or use of the right-of-way, and shall provide the City with plans, maps, and information showing the proposed and final location of any facilities in accordance with Section 15 of this Ordinance.

- 4.2. Abandonment of Ronald's Facilities. Ronald shall not abandon any of its facilities within the right-of-way without the prior written consent of the City
- 4.3. Restoration after Construction.
  - 4.3.1. Ronald shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Right-of-way, restore the Right-of-way to at least the same condition existing prior to any such installation, construction, relocation, maintenance or repair. 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. Ronald agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.
  - 4.3.2. If it is determined that Ronald has failed to restore the right-of-way in accordance with this Section, the City shall provide Ronald with written notice, which shall include 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 fifteen (15) days of that notice, the City, or its authorized agent, may restore the right-of-way and Ronald shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Paragraph shall be in addition to those otherwise provided by this Franchise.
- 4.4. Bonding Requirement. Ronald, as a public agency, is not required to comply with the City's standard bonding requirement for working in the City's right-of-way.
- 4.5. Emergency Work, Permit Waiver. In the event of an emergency where any facilities located in the right-of-way are broken or damaged, or if Ronald's construction area for their facilities is in such a condition as to place the health or safety of any person or property in imminent danger, Ronald shall immediately take necessary emergency measures to repair or remove its facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve Ronald from later obtaining necessary permits for the emergency work. Ronald shall apply for the required permits the next business day following the emergency work or as soon as practical thereafter given the nature and duration of the emergency.

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- 4.6. Blanket Permit. The terms "Minor Activities" and "Blanket Activities" is defined in a specifically negotiated "Blanket Permit for Activity Within The Public Right-of-Way," a copy of which has been filed with the City Clerk and identified by Clerk's Receiving Number 1946. Permittee shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of the Blanket Permit. All other activities will require a separate permit in accordance with City ordinances.
- 4.6.1 The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.
- 4.6.2 The Permittee shall provide a monthly list of Blanket Permit construction activity by the 10<sup>th</sup> of the following month listing the previous month's activity authorized under this Section.
- 4.6.3 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:
- (1) At least twenty- four (24) hours in advance of entering the right-of-way, fax or otherwise deliver to the Permitting Authority a City Inspection Request Form, as provided by the Permitting Authority. Said form shall include, at a minimum, the following information: Franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.
  - (2) Within twenty-four (24) hours after completing the work, fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority.
- 4.6.4 The City reserves the right to alter the terms and conditions of Subsection 4.6 and of Blanket Permit by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph shall thereafter apply to all subsequent work performed pursuant to this Section.
- 4.6.6 In the event the Permittee fails to comply with any of the conditions set forth in this Section, the City may provide written notice of termination to operate under this Section to Permittee, stating with specificity, the basis for the termination of the Permittee's authority.
- 4.7. Safety.

- 4.7.1. Ronald, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its facilities utilizing methods and devices commonly accepted in the sanitary sewer industry to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.
- 4.7.2. Ronald will make all reasonable effort to construct and maintain its facilities in the right-of-way in a safe and operational condition.
- 4.8. Dangerous Conditions, Authority for City to Abate.
  - 4.8.1. Whenever Facilities or the operations of Ronald 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 may direct Ronald, 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.
  - 4.8.2. In the event Ronald fails or refuses to promptly take the action, or if emergency conditions exist which require immediate action to prevent imminent injury or damage to persons or property, the City may take such action as it believes necessary and Ronald shall reimburse the City for its actual costs incurred.

Section 5. Relocation of System Facilities.

- 5.1. Whenever the City causes the grading or widening of the Right-of-way or undertakes construction of any water or storm drainage line, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvement (for purposes other than those described in Section 5.3 below) and such project requires the relocation of Ronald's then existing Facilities lying within that portion of the Right-of-way, or an area affected by such city projects, the City shall:
  - (1) Provide Ronald, at least one hundred twenty (120) days prior to the commencement of such project written notice that a project is expected which will or may require relocation of a portion of Ronald's facilities; and
  - (2) Provide Ronald, at least sixty (60) days, with reasonable plans and specifications for such grading, widening, or construction and a proposed new location within or adjacent to the Right-of-way for Ronald's Facilities.

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5.2. After receipt of such notice and the plans and specifications, Ronald shall relocate such Facilities within the Right-of-way as to accommodate such street and utility improvement project ten (10) days prior to commencement of the project unless there is agreement to a different schedule for coordinating completion of relocation of Facilities, provided, however, Ronald may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations of its Facilities and the time schedule. The City shall within a reasonable time evaluate such alternatives and advise Ronald in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, Ronald shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. In the event the City ultimately reasonably determines that there is no other reasonable or feasible alternative, then Ronald shall relocate its Facilities as otherwise provided in this Section 5. The City shall cooperate with Ronald to designate a substitute location for its Facilities within the Right-of-way. The cost of relocating such Facilities existing within the present limits of the City shall be paid as follows:

- (1) if the relocation occurs within five (5) years after Ronald initially constructed such Facility, then the relocation shall be at the City's sole cost;
- (2) if the relocation occurs more than five (5) years after Ronald initially constructed such Facility, then the relocation shall be at Ronald's sole cost.

5.3. Obligations under this section 5 shall not apply whenever any person or entity, other than the City, requires the relocation of Ronald Facilities to accommodate the work of such person or entity within the Right-of way, or whenever the relocation of Ronald's Facilities within the Right-of-way is necessary to satisfy any requirement or condition of a City permit or approval issued on a land use action (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) for the benefit of any person or entity other than the City. However, in the event the City reasonably determines (and promptly notifies Ronald in writing of such determination) that the primary purpose of imposing such condition or requirement upon such person or entity which necessitates such relocation is to cause the construction of an improvement on the City's behalf and in a manner consistent with City approved improvement plans (as described in subsection 5.1 above) within a segment of the Right-of-way then Ronald shall require only those costs and expenses incurred by Ronald in integrating and connecting such relocated Facilities with Ronald's other Facilities

to be paid to Ronald by such person or entity, and Ronald shall otherwise relocate its Facilities within such segment of the Right-of-way in accordance with the provisions of subsection 5.1 above.

The provisions of this Section 5.3 shall in no manner preclude or restrict Ronald from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by such person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

- 5.4 Any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not arising under this Franchise, shall be borne fifty percent (50%) by the City, and fifty percent (50%) by Ronald.

Section 6. Compliance with Codes and Regulations.

- 6.1. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable ordinances and codes of the City of Shoreline, as they now exist or may hereafter be amended. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Ronald shall be performed by Ronald in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Pre-approved Plans, and any required permits, licenses or fees, and applicable safety standards then in effect or any Memorandum of Understanding with Ronald.
- 6.2. Upon written inquiry, Ronald shall provide a specific reference to either the federal, state or local law or the Washington Utilities and Transportation Commission (WUTC) order or action establishing a basis for Ronald's actions related to a specific franchise issue.
- 6.3 In the event that any territory served by Ronald is annexed to the City after the effective date of this Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 7. System Development Information

- 7.1. Ronald will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve under grounding. At a minimum, such coordination shall include the following:

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- (1) Ronald 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
- (2) 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.
- (3) For the purpose of planning, Ronald and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other party.

Section 8.     Planning Coordination. The parties agree, as follows, to participate in the development of, and reasonable updates, to each other's planning documents.

- 8.1. For Ronald's service within the City limits, Ronald will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan - Utilities Element, that meets the requirements described in RCW 36.70A.070 (4).
- 8.2. Ronald will participate in a cooperative effort with the City to ensure that the Utilities Element of the City's Comprehensive plan is accurate as it relates to Ronald's operations and is updated to ensure it's continued relevance at reasonable intervals.
- 8.3. Ronald shall submit information related to the general location, proposed location, and approximate capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.
- 8.4. Ronald will update information provided to the City whenever there are major changes in Ronald's system plans for the City.
- 8.5. Ronald will provide information relevant to its operation within the City within a reasonable period of time after a written request to assist the City in it's need to develop and update it's Comprehensive Plan - Utilities Element, provided that such information is in Ronald's possession or can be reasonably developed from information in Ronald's possession.
- 8.6. The City will provide information relevant to Ronald's operations within a reasonable period of time following a written request to assist Ronald in the development or update of its Comprehensive Sewage System Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

Section 9.     Indemnification by Ronald and Shoreline.

- 9.1 District hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by District's own employees to which District might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of District, 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 arising as a result of the acts or omissions of District, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, District shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City's or the public's interests.
- 9.2 The City hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the District, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by City's own employees to which City might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of City, its agents, servants, officers or employees in performing construction, maintenance or other city activities within the Rights-of-way. This covenant of indemnification shall include, but not be limited by this reference, claims against the District arising as a result of the acts or omissions of City, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of the District. If final judgment is rendered against the District, its elected officials, employees, agents, and volunteers, or any of them, City shall satisfy the same. The District may appear in any proceeding it deems necessary to protect the District's interests or the interests of its ratepayers.
- 9.3. In the event any such claim or demand be presented to or filed with either party, such party shall promptly notify the other thereof, which party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand. In the event any suit or action be begun against either party based upon any such claim or demand, such party shall likewise promptly notify the other party thereof, which party shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

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- 9.4. Inspection or acceptance by one party of any work performed by the other at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.
- 9.5. In the event either refuses to undertake the defense of any suit or any claim, after a request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and such refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal, such party shall pay all of the other party's costs and expenses for defense of the action, including reasonable attorney's fees or recovering under this indemnification clause as well as any judgement against the party.
- 9.6. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Ronald and the City, its officers, employees and agents, each party's liability hereunder shall be only to the extent of its negligence. This waiver has been mutually negotiated by the parties.

## Section 10. Insurance.

- 10.1. Ronald shall procure and maintain in full force 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 Ronald, its agents or employees.
- 10.2. In satisfying the insurance requirement set forth in this section, Ronald may self-insure against such risks in such amounts as are consistent with good utility practice. Ronald shall provide the City with sufficient written evidence, the sufficiency of which shall be determined at the reasonable discretion of the City, upon request, that such insurance (or self-insurance) is being so maintained by Ronald. Such written evidence shall include, to the extent available from Ronald's insurance carrier, a written certificate of insurance with respect to any insurance maintained by Ronald in compliance with this Section.
- 10.3. Commercial General Liability insurance policy, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 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 excluding liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Ronald's Commercial General Liability insurance policy.

- 10.4. Excess Liability in an amount of \$5,000,000 each occurrence and \$5,000.00 aggregate limit. The City shall be named as an additional insured on the Excess Liability insurance policy.
- 10.5. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than \$2,000,000 Combined Single Limit per accident for bodily injury and property damage
- 10.6. Payment of deductible or self-insured retention shall be the sole responsibility of Ronald.
- 10.7. Ronald shall require all its subcontractors to carry insurance consistent with this Section 10.3, and shall provide evidence of such insurance to the City upon request.
- 10.8. 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. District's insurance shall be primary. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of District'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.

Section 11. Default / Enforcement.

- 11.1. The City reserves the right to revoke and terminate this Franchise and all rights and privileges of Ronald in the event of a substantial violation or material breach of its terms and conditions.
- 11.2. A substantial violation or material breach by Ronald shall include, but shall not be limited to, the following:
  - (1) An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City which would endanger the

public health, safety and welfare;

- (2) The practice of any fraud or deceit upon the Ratepayers served by the District's system of sanitary sewers.
  - (3) The practice of any fraud or deceit upon the City.
  - (4) Misrepresentation of material facts in the negotiation of this Franchise or its implementation.
  - (5) The negligent failure or unreasonable refusal to provide the sanitary sewer services specified in the Franchise.
  - (6) A continuous and willful pattern of grossly inadequate service.
  - (7) An uncured failure to pay the fee associated with this Franchise.
- 11.3. No violation or breach of this Franchise shall occur which is without fault of either Ronald or the City, unless they are the result of circumstances beyond Ronald's or the City's reasonable control, such as Acts of God or unrelated third parties.

Neither Ronald, nor the City, shall be excused by economic hardship or by nonfeasance or malfeasance of its elected officials, officers, agents or employees.

Damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond Ronald's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage, vandalism or malicious mischief by its employees or agents. Ronald, or the City, shall bear the burden of proof in establishing the existence of such conditions.

- 11.4. Except in the case of termination of this Franchise pursuant to Paragraph 11.2d, the City, or Ronald, prior to any termination or revocation of this Franchise, shall provide the other with detailed written notice describing any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, or demonstrate to the other's satisfaction that a violation or breach has not occurred or does not exist, or submit a plan that is satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the party giving such notice reasonably believes that a substantial violation or material breach is continuing and that the party in breach is not taking satisfactory corrective action, the noticing party may, by written notice to the other

party, declare that the party in breach is in default. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before the City Hearing Examiner, as provided by the City's development regulations.

The Hearing Examiner's decision may be appealed by either party to the King County Superior Court within thirty (30) days following the date of the decision rendered.

11.5. The City may, in its discretion and without waiving its rights under Paragraph 11.4 above, provide, in writing, for an extension of the period for Ronald to remedy any violation or breach of the Franchise terms or take such corrective action specified in the Notice and come into compliance with its obligations under this Franchise, so as to avoid its termination or revocation.

11.6 Any violation continuing for a period greater than 60 days may be remedied by the City at Ronald's expense, unless Ronald is diligently and in good faith proceeding with corrective action and its failure to complete corrective action is caused by unavoidable delays or events beyond its control.

Section 12. Franchise Term. The term of the Franchise granted hereunder shall remain in full force for fifteen (15) years from the effective date.

Section 13. Non-Exclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises under, over, upon, and along the Right-of-way which do not interfere with Ronald's existing sanitary sewer system and its rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Right-of-way or affect the jurisdiction of the City over the same or any part thereof.

Section 14. Franchise Fee.

14.1. In consideration for the rights granted Ronald under this agreement and the parties concomitant Interlocal Operating Agreement to occupy City right-of-way for the purpose of operating a sanitary sewer utility within the City dated \_\_\_\_\_ and as compensation for the City's recovery of actual administrative expenses incurred by the City that are directly related to receiving and approving permits, licenses, cost of inspections, this franchise and inspecting plans for construction within the Right-of-way, Ronald agrees to pay the City a franchise fee of \$3,000 annually in addition to those fees identified in the Blanket Permit, Section 4.6. Proceeds of the franchise fee collected shall be distributed to the City no later than 30 days after the end of each

calendar year.

Section 15.     Records. As a condition of this Franchise, and without charge to the City, District agrees to provide the City with available as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). If available as a standard format maintained by the District, maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by District. This information shall be provided between one hundred twenty (120) and one hundred eighty (180) days of the effective date of this Ordinance and shall be updated upon reasonable request by the City.

Section 16.     Survival. All of the provisions, conditions and requirements of Sections 4.1 Excavation, 4.2 Abandonment Of District's Facilities, 4.3 Restoration After Construction, 4.8 Dangerous Conditions, Authority For City To Abate, Section 5 Relocation of System Facilities, and Section 9 Indemnification, of this Franchise, shall be in addition to any and all other obligations and liabilities Ronald may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Ronald for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. This Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Ronald and all privileges, as well as all obligations and liabilities of Ronald shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Ronald is named herein.

Section 17.     Severability. If any Section, sentence, clause or phrase of this Ordinance 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 Ordinance. 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.

Section 18.     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. This paragraph shall not act to require City approval of any Ronald action to mortgage or otherwise encumber its facilities, or other action related to corporate financing, financial reorganization, or refinancing activity.

Section 19.    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:

Ronald General Manager  
Ronald Wastewater District  
PO Box 33490  
Shoreline WA 98133-0490  
Phone: 206-546-2494  
Fax: 206-546-8110

City Manager  
City of Shoreline  
17544 Midvale Ave No  
Shoreline WA 98133-4921  
Phone: 206-546-1700  
Fax: 206-546-2200

Section 20.    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.

Section 21.    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.

Section 22.    Entire Agreement. 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.

Section 23.    Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to Ronald as set forth in this ordinance. Ronald 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 Ronald by this ordinance.

Section 24.    Ronald Acceptance of Franchise. Ronald shall have no rights under this Franchise nor shall Ronald be bound by the terms and conditions of this Franchise unless Ronald shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

Section 25.    Publication Costs. In accord with state law, this ordinance shall be published in full. Ronald shall reimburse the City for the cost of publishing this Franchise Ordinance within sixty (60) days of receipt of an invoice from the City.

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Section 26. Effective Date. This ordinance shall take effect and be in full force five days after publication.


**PASSED BY THE CITY COUNCIL ON OCTOBER 14, 2002.**

  
\_\_\_\_\_  
Mayor Scott Jepsen

ATTEST:

  
\_\_\_\_\_  
Sharon Mattioli  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ian Sievers  
City Attorney

Date of Publication: October 17, 2002

Effective Date: October 22, 2002



# COPY

Related to Ord 306

## PENDING *Planning and Development Services*

17544 Midvale Avenue North

Shoreline, WA 98133-4921

(206) 546-1811 ♦ Fax (206) 546-8761

Permit Number

### BLANKET PERMIT FOR ACTIVITY WITHIN THE PUBLIC RIGHT-OF-WAY

The City of Shoreline, hereinafter referred to as the "City", hereby grants a Permit to Ronald Wastewater District whose address is 17505 Linden Avenue North, Shoreline, WA 98133, hereinafter referred to as the "District." This permit shall commence upon the effective date as the Franchise approved under Ordinance No. 306 and remain in effect so long as the Franchise remains in effect, except where terminated earlier as provided herein. This Permit is subject to the following conditions:

1. This permit only authorizes those activities described in Exhibit A as "Blanket Activities," which is attached hereto and incorporated herein by reference. It does not authorize major activities which will require a separate permit.
2.
  - a. District shall pay the City a permit fee in the amount of One Hundred Sixty-Four Dollars (\$164.00) per each use of the City right-of-way. The permit fee is a flat fee based on average administrative costs and inspection fees required to process each use of this blanket permit.
  - b. The City shall bill the District for the blanket permit activities with the regular monthly City of Shoreline Right-of-Way Permit invoicing.
  - c. The District shall provide payment of permit fees for the previous monthly activity **upon receipt of invoice but no later than thirty (30) days after receiving a bill.**
  - d. In the event the above stated inspection fee is changed during the term of this Permit, the new amount shall thereafter apply to all subsequent inspections made pursuant to this Permit.
3. For each separate use of the right-of-way under this Permit, and prior to commencing any work on the right-of-way under this Permit, the District shall:
  - a. Fax or deliver the City Inspection Request Form at least 24 hours in advance which shall include the following information: blanket permit number, street address nearest to the proposed work site; parcel number and description of work to be performed.
  - b. Fax or deliver the City's Right-of-Way Inspection Division notice of completion within 24 hours after completing work.
4. The District shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the District, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the District shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the District shall pay the same.

5. The District shall immediately restore and repair to the City's standards all right-of-way which is in any way damaged or disturbed by the District. The District shall comply with all applicable laws and regulations when performing any work pursuant to this Permit.
6. In the event the District fails to comply with any of the conditions set forth in this Permit, the City is authorized to immediately terminate this Permit by providing District written notice of such termination at District's address set forth herein. Further, the City may terminate this Permit at any time without cause by providing thirty (30) days written notice to the District's address set forth herein. Notwithstanding any termination, the District will not be relieved of any liability to the City.
7. Additional Conditions: See "Exhibit A" for Activities.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

RONALD WASTEWATER DISTRICT

By: \_\_\_\_\_

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

CITY OF SHORELINE

By: \_\_\_\_\_

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



## *Planning and Development Services*

17544 Midvale Avenue North  
Shoreline, WA 98133-4921  
(206) 546-1811 ♦ Fax (206) 546-8761

Permit Number

### **“EXHIBIT A” BLANKET ACTIVITIES**

#### **Shoreline Wastewater Management District**

**MINOR ACTIVITIES:** These activities are normal maintenance activities performed by the District or other activities which do not disrupt the City road or traffic patterns within the City right-of-way. These types of activities do not require either a Blanket Permit or Right-of-Way Permit. For the purpose of this section the District shall provide notification to the City, a maximum of 24 hours, prior to performing “Minor Activities” on streets classified as Principal and Minor Arterials identified on Street Classification Map attached to Exhibit “A”, as Attachment No. 1.

**Examples:**

- Utility locate processing
- Routine flushing, rodding, inspections
- Telespection of sewer lines
- Grade adjustments on manhole castings as result of asphalt overlays
- Manhole casting maintenance in gravel shoulder

**BLANKET ACTIVITIES:** These activities cause some disruption to the right-of-way and possibly to traffic patterns but not to the degree where significant City involvement is required during the plan review and inspection processes. These activities require a Blanket Permit. All Blanket activities require fax notification a minimum of 24 hours in advance, with the exception of emergency repairs. (Fax notification within the 24 hours after said emergency).

**Examples:**

- Sewer line repair in pavement less than 55 square feet
- Sewer line repair in gravel shoulder 55 square feet or more
- Road repair related to failure overtop sewer line or within sewer trench less than 55 square feet
- Emergency clearing of sewer line blockages

**MAJOR ACTIVITIES:** These activities are major sewer related projects within right-of-way which involve removal of road surface, trench excavation, etc., and any disruption of traffic flow within the right-of-way. These activities shall require a standard Right-of-Way Permit Application and plan submittal for each project. A Blanket Permit does not authorize these activities.

**Examples:**

- Open cutting of pavement 55 square feet or more
- All mainline extensions
- Installation of all new laterals
- Any activities that disrupt traffic flow in arterials (full lane closure or more)

**ORDINANCE NO. 800**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING RONALD WASTEWATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A SANITARY SEWER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.**

WHEREAS, pursuant to its authority in RCW 35A.11.020 and RCW 35A.47.040, on October 14, 2002, the Shoreline City Council passed Ordinance No. 306 granting the Ronald Wastewater District (hereinafter “Ronald”) a non-exclusive franchise to construct, maintain, operate, replace, and repair a sanitary sewer system within public rights-of-way of the City of Shoreline during the term of which the City would not assume Ronald; and

WHEREAS, the term of the Franchise is 15 years from the effective date; the Franchise is currently set to expire on October 22, 2017; and

WHEREAS, on October 22, 2002, the City and Ronald entered into an Interlocal Operating Agreement (hereinafter, “2002 IOA”) that, among other things, provided for an orderly and predictable transition of Ronald to City ownership; the 2002 IOA also provided for a 15 year term; and

WHEREAS, on June 12, 2017, by motion, the City Council approved the First Amendment to the 2002 IOA and, on June 13, 2017, Ronald’s Board of Commission did the same; extending the term of the 2002 IOA by two (2) years; and

WHEREAS, included within the First Amendment to the 2002 IOA was the development of a Wastewater Utility Operating Services Agreement under which certain operations and functions of Ronald would be performed by the City; and

WHEREAS, the City now desires to enter into a new Franchise agreement with Ronald consistent and concurrent with the term of the amended 2002 IOA and reflecting the intent of the services agreement that will be executed subsequent to the adoption of this Ordinance; and

WHEREAS, the Council finds that it is in the best interests of health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to the Ronald Wastewater District for the operation of a sanitary sewer system within the City Right-of-way;

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

Section 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. Days: Calendar days.
- 1.3. Director: The City Manager or designee.
- 1.4. Ronald: Ronald Wastewater District, a municipal corporation organized under Title 57 RCW and governed by its Board of Commissioners.
- 1.5. Facilities: All pipes, access ways, pump stations, storage facilities, equipment, and appurtenances thereto, located in the City's Right-of-way, utilized by Ronald in the operation of its activities. The abandonment by Ronald of any facilities as defined herein shall not act to remove the same from this definition.
- 1.6. Permittee: A person who has been granted a permit by the Permitting Authority, and Ronald operating under Section 4.6 Blanket Permit of this agreement.
- 1.7. Permitting Authority: The City department authorized to process and grant permits (permitting authority) required to work in the City's Right-of-way, or 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.
- 1.10 Ronald Service Area: All the territory located within the corporate boundaries of Ronald Wastewater District, plus those areas lying outside of the corporate boundaries of the District where the District's sanitary sewer system and appurtenances are now or may in the future be located or where the District is providing wastewater utility service to customers.
- 1.11 Wastewater System: Ronald's sanitary sewer collection and conveyance system, which is generally comprised of wastewater pipes, mains, pump stations, grinder pumps, storage facilities, manholes, and appurtenances thereto, not including any wastewater treatment facilities, together with all i) contractual and other rights for wastewater treatment and disposal, and ii) easements, access rights, and other real property interests (not including fee simple).
- 1.12 Wastewater Utility: The Ronald Wastewater District enterprise that owns the Wastewater System and related assets; provides sanitary sewerage services in the

Ronald Service Area, including maintenance and operation of the Wastewater System, customer billing, customer service, vendor contracting, and other functions; and levies and collects rates and charges.

- 1.13 Wastewater Utility Operating Services Agreement: A services agreement entered into between the City and Ronald on \_\_\_\_\_, 2017, setting for the roles and responsibilities of the City and Ronald regarding the City's performance of services and functions in operating and maintaining Ronald's Facilities and the provision of administrative and financial services and functions and Ronald's budgeting, reimbursement, and payment for the same.

## Section 2. Franchise.

- 2.1. Pursuant to RCW 35A.47.040 the City hereby grants to Ronald, its successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.
- 2.2. This Franchise shall grant Ronald the right, privilege and authority, subject to the terms and conditions hereinafter set forth; to construct, operate, maintain, replace and use all necessary equipment and facilities related to its a sanitary sewer system, in, under, on, across, over, through, along or below the Right-of-way for the purpose of its sanitary sewer utility facilities as approved under City permits issued by the Permitting Authority pursuant to the Franchise and City ordinances.
- 2.3. This ordinance is to be construed as granting permission to Ronald to go only upon any public right-of-way described herein. Permission to go upon any other property owned or controlled by the City must be sought from the City on a case by case basis.

## Section 3. Non-Interference of Facilities.

- 3.1. Ronald's Facilities shall be located, relocated and maintained within the Right-of-way so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the ordinances of the City and laws of the State of Washington. Nothing herein shall preclude Ronald from affecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided Ronald receives prior City approval, which shall not be unreasonably withheld. Whenever it is necessary for Ronald, in the exercise of its rights under this Franchise, to make any excavation in the Right-of-way, Ronald shall, upon completion of such excavation, restore the surface of the Right-of-way to a condition that meets the specifications established within the City of Shoreline Engineering Development Guide and pre-approved plans and in accordance with standards of general applicability imposed by the City by ordinance or administrative order.

Section 4. Right-of-Way Management.

4.1. Excavation.

4.1.1. During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-way so as to interfere as little as possible with the safe and unobstructed passage of traffic and the unobstructed use of adjoining property. Ronald shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or state law, including RCW 39.04.180, for the construction of trench safety systems.

4.1.2. Whenever Ronald excavates in any 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 accord 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. During the progress of the work, Ronald shall not unnecessarily obstruct the passage or use of the Right-of-way, and shall provide the City with plans, maps, and information showing the proposed and final location of any facilities in accordance with Section 15 of this Ordinance.

4.2. Abandonment of Ronald's Facilities. Ronald shall not abandon any of its Facilities within the Right-of- way without the prior written consent of the City

4.3. Restoration after Construction.

4.3.1. Ronald shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Right-of-way, restore the Right-of-way to at least the same condition existing prior to any such installation, construction, relocation, maintenance or repair. 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. Ronald agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

4.3.2. If it is determined that Ronald has failed to restore the Right-of-way in accordance with this Section, the City shall provide Ronald with written notice, which shall include 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 fifteen (15) days of that notice, the City, or its authorized agent, may restore the Right-of-way and Ronald shall be responsible for all reasonable costs and expenses incurred by the City in restoring the Right-of-way in accordance with this Section. The rights granted to the City under this Subsection shall be in addition to those otherwise provided by this Franchise.

- 4.4. Bonding Requirement. Ronald, as a public agency, is not required to comply with the City's standard bonding requirement for working in the City's Right-of-way.
- 4.5. Emergency Work, Permit Waiver. In the event of an emergency where any Facilities located in the Right-of-way are broken or damaged, or if Ronald's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, Ronald shall immediately take necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve Ronald from later obtaining necessary permits for the emergency work. Ronald shall apply for the required permits the next business day following the emergency work or as soon as practical thereafter given the nature and duration of the emergency.
- 4.6. Blanket Permit. The terms "Minor Activities", "Blanket Activities", and "Major Activities" are defined in the "Blanket Permit for Activity Within The Public Right-of-Way," which is incorporated by reference and shown in Exhibit A to this Ordinance. Permittee shall be authorized to perform Blanket Activities under the terms and conditions of the Blanket Permit. All other activities except those activities determined to be "Minor Activities" or activities performed or managed by the City will require a separate permit in accordance with City ordinances.
- 4.6.1 The Permittee shall pay the City a permit inspection/processing fee in the amount set out in the Blanket Permit.
- 4.6.2 The Permittee shall provide a monthly list of Blanket Permit construction activity by the 10<sup>th</sup> of the following month listing the previous month's activity authorized under this Section.
- 4.6.3 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:
- (1) At least twenty- four (24) hours in advance of entering the Right-of-way, email or otherwise deliver to the Permitting Authority a City Inspection Request Form, as provided by the Permitting Authority. Said form shall include, at a minimum, the following information: Franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.
  - (2) Within twenty-four (24) hours after completing the work, email or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority.
- 4.6.4 The City reserves the right to alter the terms and conditions of this Subsection and

of the Blanket Permit by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Subsection shall thereafter apply to all subsequent work performed pursuant to this Subsection.

- 4.6.5 In the event the Permittee fails to comply with any of the conditions set forth in this Subsection, the City may provide written notice of termination to operate under this Subsection to Permittee, stating with specificity, the basis for the termination of the Permittee's authority.

4.7. Safety.

- 4.7.1. Ronald, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in the sanitary sewer industry to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

- 4.7.2. Ronald will make all reasonable effort to construct and maintain its Facilities in the Right-of-way in a safe and operational condition.

4.8. Dangerous Conditions, Authority for City to Abate.

- 4.8.1. Whenever Facilities or the operations of Ronald 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 may direct Ronald, 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.

- 4.8.2. In the event Ronald fails or refuses to promptly take the action, or if emergency conditions exist which require immediate action to prevent imminent injury or damage to persons or property, the City may take such action as it believes necessary and Ronald shall reimburse the City for its actual costs incurred.

- 4.9 Work Performed or Managed by the City. Whenever the City is performing or managing work in the Right-of-Way on Ronald's Facilities on behalf of Ronald under the terms of the Wastewater Utility Operating Services Agreement, the City shall not be required to obtain a permit for such work within the Right-of-way.

Section 5. Relocation of System Facilities.

- 5.1. Whenever the City causes the grading or widening of the Right-of-way or undertakes construction of any water or storm drainage line, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvement (for purposes other than those described in Section 5.3 below) and

such project requires the relocation of Ronald's then existing Facilities lying within that portion of the Right-of-way, or an area affected by such city projects, the City shall:

- (1) Provide Ronald, at least one hundred twenty (120) days prior to the commencement of such project written notice that a project is expected which will or may require relocation of a portion of Ronald's Facilities; and
- (2) Provide Ronald, at least sixty (60) days, with reasonable plans and specifications for such grading, widening, or construction and a proposed new location within or adjacent to the Right-of-way for Ronald's Facilities.

5.2. After receipt of such notice and the plans and specifications, Ronald shall relocate such Facilities within the Right-of-way as to accommodate such street and utility improvement project ten (10) days prior to commencement of the project unless there is agreement to a different schedule for coordinating completion of relocation of Facilities, provided, however, Ronald may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations of its Facilities and the time schedule. The City shall within a reasonable time evaluate such alternatives and advise Ronald in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, Ronald shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. In the event the City ultimately reasonably determines that there is no other reasonable or feasible alternative, then Ronald shall relocate its Facilities as otherwise provided in this Section 5. The City shall cooperate with Ronald to designate a substitute location for its Facilities within the Right-of-way. The cost of relocating such Facilities existing within the present limits of the City shall be paid as follows:

- (1) if the relocation occurs within five (5) years after Ronald initially constructed such Facility, then the relocation shall be at the City's sole cost;
- (2) if the relocation occurs more than five (5) years after Ronald initially constructed such Facility, then the relocation shall be at Ronald's sole cost.

5.3. Obligations under this Section 5 shall not apply whenever any person or entity, other than the City, requires the relocation of Ronald Facilities to accommodate the work of such person or entity within the Right-of way, or whenever the relocation of Ronald's Facilities within the Right-of-way is necessary to satisfy any requirement or condition of a City permit or approval issued on a land use action (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning,

land use, construction or development) for the benefit of any person or entity other than the City. However, in the event the City reasonably determines (and promptly notifies Ronald in writing of such determination) that the primary purpose of imposing such condition or requirement upon such person or entity which necessitates such relocation is to cause the construction of an improvement on the City's behalf and in a manner consistent with City approved improvement plans (as described in subsection 5.1 above) within a segment of the Right-of-way then Ronald shall require only those costs and expenses incurred by Ronald in integrating and connecting such relocated Facilities with Ronald's other Facilities to be paid to Ronald by such person or entity, and Ronald shall otherwise relocate its Facilities within such segment of the Right-of-way in accordance with the provisions of Subsection 5.1 above.

The provisions of this Subsection 5.3 shall in no manner preclude or restrict Ronald from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by such person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

- 5.4 Any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not arising under this Franchise, shall be borne fifty percent (50%) by the City, and fifty percent (50%) by Ronald.

Section 6. Compliance with Codes and Regulations.

- 6.1. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable ordinances and codes of the City of Shoreline, as they now exist or may hereafter be amended. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Ronald shall be performed by Ronald in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Pre-approved Plans, and any required permits, licenses or fees, and applicable safety standards then in effect or any Memorandum of Understanding with Ronald.
- 6.2. Upon written inquiry, Ronald shall provide a specific reference to either the federal, state or local law or the Washington Utilities and Transportation Commission (WUTC) order or action establishing a basis for Ronald's actions related to a specific franchise issue.
- 6.3 In the event that any territory served by Ronald is annexed to the City after the effective date of this Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 7.     System Development Information

- 7.1.     Ronald will assign a representative whose responsibility shall be to coordinate with the City on planning for Capital Improvement Plan projects including those that involve under grounding. At a minimum, such coordination shall include the following:
- (1)     Ronald 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.
  - (2)     All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or designee, to minimize public inconvenience, disruption, or damages.
  - (3)     For the purpose of planning, Ronald and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other party.

Section 8.     Planning Coordination. The parties agree, as follows, to participate in the development of, and reasonable updates, to each other's planning documents.

- 8.1.     For Ronald's service within the City limits, Ronald will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan - Utilities Element, that meets the requirements described in RCW 36.70A.070(4).
- 8.2.     Ronald will participate in a cooperative effort with the City to ensure that the Utilities Element of the City's Comprehensive plan is accurate as it relates to Ronald's operations and is updated to ensure its continued relevance at reasonable intervals.
- 8.3.     Ronald shall submit information related to the general location, proposed location, and approximate capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.
- 8.4.     Ronald will update information provided to the City whenever there are major changes in Ronald's system plans for the City.
- 8.5.     Ronald will provide information relevant to its operation within the City within a reasonable period of time after a written request to assist the City in its need to develop and update its Comprehensive Plan - Utilities Element, provided that such information is in Ronald's possession or can be reasonably developed from information in Ronald's possession.
- 8.6.     The City will provide information relevant to Ronald's operations within a reasonable period of time following a written request to assist Ronald in the development or update of its Comprehensive Sewage System Plan, provided that

such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

Section 9.      Indemnification by Ronald and Shoreline.

- 9.1      Ronald hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by Ronald's own employees to which Ronald might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of Ronald, 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 arising as a result of the acts or omissions of Ronald, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, Ronald shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City's or the public's interests.
- 9.2      The City hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless Ronald, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney's fees, or liability to any person, including claims by City's own employees to which City might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of City, its agents, servants, officers or employees in performing construction, maintenance or other city activities within the Rights-of-way. This covenant of indemnification shall include, but not be limited by this reference, claims against Ronald arising as a result of the acts or omissions of City, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of Ronald. If final judgment is rendered against Ronald, its elected officials, employees, agents, and volunteers, or any of them, City shall satisfy the same. Ronald may appear in any proceeding it deems necessary to protect Ronald's interests or the interests of its ratepayers.
- 9.3.      In the event any such claim or demand be presented to or filed with either party, such party shall promptly notify the other thereof, which party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand. In the event any suit or action be begun against either party based upon any such claim or demand, such party shall likewise promptly notify the other party thereof, which party shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.
- 9.4.      Inspection or acceptance by one party of any work performed by the other at the

time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.

- 9.5. In the event either refuses to undertake the defense of any suit or any claim, after a request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and such refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal, such party shall pay all of the other party's costs and expenses for defense of the action, including reasonable attorney's fees or recovering under this indemnification clause as well as any judgement against the party.
- 9.6. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Ronald and the City, its officers, employees and agents, each party's liability hereunder shall be only to the extent of its negligence. This waiver has been mutually negotiated by the parties.

Section 10.    Insurance. During the term of this Franchise and as pursuant to the terms of the Wastewater Utility Operating Services Agreement:

- 10.1. The City shall procure and maintain liability coverage related to the operation of the Wastewater Utility and for use of Ronald property and equipment damage..
- 10.2. Ronald shall procure and maintain property coverage for Ronald property and liability relating to the actions of the District Board of Commissioners.
- 10.3. Ronald shall waive subrogation against the City only for damage covered by Ronald's property insurance.
- 10.4. For the purpose of avoiding any uninsured exposure for Ronald, the City expressly waives all immunity and limitation of liability under the Industrial Insurance Act, Title 51 RCW, for any claims for personal or bodily injury brought by a City employee against Ronald. This waiver was the result of mutual negotiations of the City and Ronald.
- 10.5. The City and Ronald will coordinate insurance coverage to make sure that no gaps in coverage exist. Specifically, the City and Ronald will meet and confer in a timely fashion with the Washington State Risk Management Pool and the Washington Cities Insurance Authority to plan and obtain adequate insurance coverage for all necessary and appropriate Wastewater Utility and Wastewater System property, activities, events, and contingencies.

Section 11. Default / Enforcement.

- 11.1. The City reserves the right to revoke and terminate this Franchise and all rights and privileges of Ronald in the event of a substantial violation or material breach of its terms and conditions.
- 11.2. A substantial violation or material breach by Ronald shall include, but shall not be limited to, the following:
- (1) An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City which would endanger the public health, safety and welfare;
  - (2) The practice of any fraud or deceit upon the Ratepayers served by the Wastewater Utility.
  - (3) The practice of any fraud or deceit upon the City.
  - (4) Misrepresentation of material facts in the negotiation of this Franchise or its implementation.
  - (5) The negligent failure or unreasonable refusal to provide the sanitary sewer services specified in the Franchise.
  - (6) A continuous and willful pattern of grossly inadequate service.
  - (7) An uncured failure to pay the fee associated with this Franchise.
- 11.3. No violation or breach of this Franchise shall occur which is without fault of either Ronald or the City, unless they are the result of circumstances beyond Ronald's or the City's reasonable control, such as Acts of God or unrelated third parties.

Neither Ronald, nor the City, shall be excused by economic hardship or by nonfeasance or malfeasance of its elected officials, officers, agents or employees.

Damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond Ronald's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage, vandalism or malicious mischief by its employees or agents. Ronald, or the City, shall bear the burden of proof in establishing the existence of such conditions.

- 11.4. Except in the case of termination of this Franchise pursuant to Subsection 11.2(4), the City, or Ronald, prior to any termination or revocation of this Franchise, shall provide the other with detailed written notice describing any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, or demonstrate to the other's satisfaction that a violation or breach has not occurred or does not exist, or submit a plan that is satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the party giving such notice reasonably believes that a substantial violation or material breach is continuing and that the party in breach is not taking

satisfactory corrective action, the noticing party may, by written notice to the other party, declare that the party in breach is in default. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before the City Hearing Examiner, as provided by the City's development regulations.

The City Hearing Examiner's decision may be appealed by either party to the King County Superior Court within thirty (30) days following the date of the decision rendered.

- 11.5. The City may, in its discretion and without waiving its rights under Subsection 11.4 above, provide, in writing, for an extension of the period for Ronald to remedy any violation or breach of the Franchise terms or take such corrective action specified in the Notice and come into compliance with its obligations under this Franchise, so as to avoid its termination or revocation.
- 11.6 Any violation continuing for a period greater than 60 days may be remedied by the City at Ronald's expense, unless Ronald is diligently and in good faith proceeding with corrective action and its failure to complete corrective action is caused by unavoidable delays or events beyond its control.

Section 12. Franchise Term.

12.1 The term of the Franchise granted hereunder shall remain in full force and effect and binding upon the parties until 11:59 pm PST on June 22, 2019, unless terminated sooner pursuant to its terms or by written agreement of the parties.

12.2 The City, at its sole option, may no less than three (3) months prior to the end of the term of this Franchise extend this Franchise for an additional two (2) years by providing written notice to Ronald.

Section 13. Non-Exclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises under, over, upon, and along the Right-of-way which do not interfere with Ronald's existing sanitary sewer system and its rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Right-of-way or affect the jurisdiction of the City over the same or any part thereof.

Section 14. Franchise Fee.

14.1. In consideration for the rights granted Ronald under this Franchise and the parties concomitant Interlocal Operating Agreement to occupy City Right-of-way for the purpose of operating a sanitary sewer utility within the City dated October

23, 2002, as amended by the First Amendment to the Interlocal Operating Agreement dated June 22, 2017, and as may be further amended, and as compensation for the City's recovery of actual administrative expenses incurred by the City that are directly related to receiving and approving permits, licenses, cost of inspections, this Franchise and inspecting plans for construction within the Right-of-way, Ronald agrees to pay the City a franchise fee of \$3,000.00 annually in addition to those fees identified in the Blanket Permit, Subsection 4.6, and the fees identified in Section 5 Interlocal Operating Agreement Fee of the First Amendment to the Interlocal Operating Agreement dated June 22, 2017. Proceeds of the franchise fee collected shall be distributed to the City no later than 30 days after the end of each calendar year.

Section 15.     Records. As a condition of this Franchise, and without charge to the City, Ronald agrees to provide the City with available as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-way, measured from the center line of the Right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). If available as a standard format maintained by Ronald, maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by Ronald. This information shall be provided between one hundred twenty (120) and one hundred eighty (180) days of the effective date of this Ordinance and shall be updated upon reasonable request by the City.

Section 16.     Survival. All of the provisions, conditions and requirements of Subsections 4.1 Excavation, 4.2 Abandonment Of Ronald's Facilities, 4.3 Restoration After Construction, 4.8 Dangerous Conditions, Authority For City To Abate, Section 5 Relocation of System Facilities, and Section 9 Indemnification, of this Franchise, shall be in addition to any and all other obligations and liabilities Ronald may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Ronald for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. This Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Ronald and all privileges, as well as all obligations and liabilities of Ronald shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Ronald is named herein.

Section 17.     Severability. If any Section, sentence, clause or phrase of this Ordinance 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 Ordinance. 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.

Section 18.     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. This Section shall not act to require City approval of any Ronald action to mortgage or otherwise encumber its facilities, or other action related to corporate financing, financial reorganization, or refinancing activity.

Section 19. 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:

President of the Board of Commissioners	City Manager
Ronald Wastewater District	City of Shoreline
PO Box 33490	17500 Midvale Avenue N
17505 Linden Avenue N	Shoreline WA 98133
Shoreline WA 98133-0490	

Section 20. 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.

Section 21. 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.

Section 22. Entire Agreement. 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.

Section 23. 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 24. Effective Date and Directions to City Clerk. A summary of this Ordinance, consisting of its title, shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force five days after publication. The City Clerk is directed to forward a certified copy of this Ordinance Ronald to accept in writing the terms of the Franchise.

Section 25. Ronald Acceptance of Franchise. Ronald shall have no rights under this Franchise as granted by this Ordinance, nor shall Ronald be bound by the terms and conditions of this Franchise unless Ronald shall, within thirty (30) days after the effective date of this Ordinance, file with the City its written acceptance of

this Franchise as granted by this Ordinance, in a form acceptable to the City Attorney.

**PASSED BY THE CITY COUNCIL ON OCTOBER 16, 20017.**

\_\_\_\_\_  
Christopher Roberts, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Simulcik Smith  
City Clerk

\_\_\_\_\_  
Margaret King  
City Attorney

Date of Publication: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## **Exhibit A to Ordinance No. 800**

### **BLANKET PERMIT FOR ACTIVITY WITHIN THE PUBLIC RIGHT-OF-WAY**

The City hereby grants a Blanket Permit to Ronald, which shall commence upon the effective date of the Franchise approved under Ordinance No. 800 and remain in effect so long as the Franchise remains in effect, except where terminated earlier as provided herein. This Blanket Permit is subject to the following conditions:

1. This permit only authorizes those activities described in Section 8 of Exhibit A as "Blanket Activities." It does not authorize "Major Activities" as described in Section 9 of Exhibit A, which require a separate Right-of-Way Permit. "Minor Activities" as described in Section 7 of Exhibit A do not require either a Blanket Permit or Right-of-Way Permit.
2.
  - a. Ronald shall pay the City the permit fee identified in the City's Fee Schedule (Shoreline Municipal Code Section 3.01) for Right-of-way utility blanket permits per each use of the City right-of-way. The permit fee is a flat fee based on average administrative costs and inspection fees required to process each use of this Blanket Permit.
  - b. The City shall bill Ronald for the Blanket Permit activities with the regular monthly City Right-of-Way Permit invoicing.
  - c. Ronald shall provide payment of permit fees for the previous monthly activity upon receipt of invoice but no later than thirty (30) days after receiving a bill.
  - d. In the event the above stated inspection fee is changed during the term of this Blanket Permit, the new amount shall thereafter apply to all subsequent inspections made pursuant to this Permit.
3. For each separate use of the Right-of-way under this Blanket Permit, and prior to commencing any work on the Right-of-way under this Blanket Permit, Ronald shall:
  - a. Email or deliver the City Inspection Request Form at least 24 hours in advance which shall include the following information: blanket permit number, street address nearest to the proposed work site; parcel number and description of work to be performed.
  - b. Email or deliver the City's Right-of-Way Inspection Division notice of completion within 24 hours after completing the work.
4. Ronald shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of Ronald, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, Ronald shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, Ronald shall pay the same.
5. Ronald shall immediately restore and repair to the City's standards all Right-of-way which is in any way damaged or disturbed by Ronald. Ronald shall comply with all applicable laws and regulations ~~800-42~~ performing any work pursuant to this Permit.

6. In the event Ronald fails to comply with any of the conditions set forth in this Blanket Permit, the City is authorized to immediately terminate this Blanket Permit by providing Ronald written notice of such termination. Further, the City may terminate this Blanket Permit at any time without cause by providing thirty (30) days written notice to Ronald. Notwithstanding any termination, Ronald will not be relieved of any liability to the City.
7. “Minor Activities” are normal maintenance activities performed by the City in the Right-of-Way on Ronald’s Facilities on behalf of Ronald under the terms of the Wastewater Utility Operating Services Agreement or other activities which do not disrupt the City road or traffic patterns within the City Right-of-way.

Examples of “Minor Activities” include:

- Utility locate processing
- Routine flushing, rodding, inspections
- Telespection of sewer lines
- Grade adjustments on manhole castings as result of asphalt overlays
- Manhole casting maintenance in gravel shoulder

8. “Blanket Activities” cause some disruption to the Right-of-way and possibly to traffic patterns but not to the degree where significant City involvement is required during the plan review and inspection processes. These activities require a Blanket Permit. All “Blanket Activities” require email or other written notification a minimum of 24 hours in advance, with the exception of emergency repairs. (Email or other written notification within the 24 hours after said emergency).

Examples of “Blanket Activities” include:

- Sewer line repair in pavement less than 55 square feet
- Sewer line repair in gravel shoulder 55 square feet or more
- Road repair related to failure overtop sewer line or within sewer trench less than 55 square feet
- Emergency clearing of sewer line blockages

9. “Major Activities” are major sewer related projects within the Right-of-way which involve removal of road surface, trench excavation, etc., and any disruption of traffic flow within the Right-of-way. These activities shall require a standard Right-of-Way Permit Application and plan submittal for each project. A Blanket Permit does not authorize these activities.

Examples of “Major Activities” include:

- Open cutting of pavement 55 square feet or more
- All mainline extensions
- Installation of all new laterals
- Any activities that disrupt traffic flow in arterials (full lane closure or more)