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CITY OF SHORELINE

SHORELINE CITY COUNCIL SUMMARY MINUTES OF WORKSHOP MEETING

Monday, November 15, 1999
6:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

PRESENT: Mayor Jepsen, Deputy Mayor Montgomery, Councilmembers Gustafson, Hansen, Lee and Ransom

ABSENT: Councilmember King

1. **CALL TO ORDER**

The meeting was called to order at 6:37 p.m. by Mayor Jepsen, who presided.

2. **FLAG SALUTE/ROLL CALL**

Mayor Jepsen led the flag salute. Upon roll call by the City Clerk, Mayor Jepsen, Deputy Mayor Montgomery and Councilmember Ransom were present. Councilmembers Gustafson, Hansen and Lee arrived shortly thereafter. **There was consensus among those Councilmembers present to excuse Councilmember King.**

Councilmember Gustafson arrived at 6:39 p.m.

3. **CITY MANAGER'S REPORT**

Bill Conner, Public Works Director, received Council consensus on the joint City-State proposal to create bioswales along the on and off ramps of I-5 at 175th St. as environmental mitigation for the Washington State Department of Transportation project to improve interstate access at this location.

4. **COUNCIL REPORTS**

Mayor Jepsen mentioned a meeting with King County Executive Ron Sims in Shoreline at which various issues of mutual concern were discussed. He expected a follow-up report from County staff.

5. **PUBLIC COMMENT:** None

6. WORKSHOP ITEMS

There was Council consensus to take Item 6(b) first.

- (b) Preferred Option for the Richmond Highlands Recreation Center Master Plan

Wendy Barry, Director of Parks, Recreation and Cultural Services, outlined the public involvement process, which included two open houses, one survey and two meetings with the Parks, Recreation and Cultural Services (PRCS) Advisory Committee. She said the survey revealed the need for more multi-purpose recreational space in the community.

Continuing, Ms. Barry said staff investigated the historic significance of the Richmond Highlands Recreation Center. Although it does not meet all of the criteria typically applied to determine historical significance, the building does have a social and cultural history. She said the preferred option does not change the building and ensures that it can continue to be used.

Councilmember Hansen arrived at 6:50 p.m.

After describing the open house process, Ms. Barry outlined the five options considered. She said the residents at the open house supported Option B, which had a total cost of \$1.8 million. She then described the recommendations of the PRCS Advisory Committee. The Committee felt strongly that there is a need for more community recreation space and that the Council should pursue funding options and a consolidated planning process for facilities that meet the needs of the community, which could include partnership with the School District or building a large community center.

The outcome of the discussion about the Recreation Center was support of the following needs: 1) for recreation space; 2) to maintain existing infrastructure; 3) to stay within the budget; 4) to meet Americans with Disabilities Act (ADA) requirements; and 5) to extend the life of the facility. The preferred option, a modification of Option A, meets all of these, providing a single uni-sex ADA bathroom and replacing the electrical and mechanical systems to extend the life of the facility to the extent allowed within the \$650,000 budget. The PRCS Advisory Committee supported partnering with the School District for improvements to the Shoreline Center Athletic facility building (Option E, \$700,000) to provide approximately 3,000 square feet of multi-purpose rooms for public recreation use.

Ms. Barry concluded that Council will be asked to consider funding and phasing decisions when the Capital Improvement Program is presented next week.

Councilmember Lee arrived at 6:58 p.m.

Mayor Jepsen called for public comment.

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(a) Naomi Hardy, Richmond Highlands Neighborhood Association, distributed a letter asking Council to consider restoring the Recreation Center rather than just taking "stop gap" measures. This is accomplished by Option B, which is the option the PRCS Committee supported at its final public meeting. She also said that Marilyn Brockman, the architect involved in the planning process, believed the building has restoration value. Ms. Hardy advocated the provision of enough funding to restore the Recreation Center.

(b) Ken Howe, 745 N 184th St., distributed a letter written in 1949 that discusses moving the Recreation Center and making it a clubhouse. He said the building, which dates from 1918, is Shoreline's historic landmark and should be preserved because it fits the criteria set forth in Ordinance No. 53 relating to the preservation of landmarks.

Mayor Jepsen said the discussion is not whether the building meets landmark criteria but whether the Council wants to invest in the current building to bring it up to Code/federal requirements or to rebuild it to a grander scale.

Councilmember Ransom asked whether the stated price of \$300/square foot for the renovation is reasonable. Mayor Jepsen responded that renovations are always expensive.

Councilmember Hansen commented that Option D adds 1,600 square feet of classrooms for \$637,000 or \$400/square foot. Option E adds 3,000 square feet for \$700,000 or \$233/square foot. He felt these figures are high for classroom space. He believed that to keep the Recreation Center in use, Council will have to support the preferred option.

Ms. Barry said the PRCS Committee also thought the costs per square foot were high. The figures identify all hard costs and add 45 percent to include sales tax, furnishings, etc. She said the School District provided the numbers for the Shoreline Center renovation.

Responding to Councilmember Lee, Ms. Barry said the proposed work should provide the Recreation Center with a ten-15-year life span. She said the staff recommendation would not preclude additional work in the future. Councilmember Lee commented that this facility is critical to meeting the needs of teens and that she did not want to leave it the way it is for the next 15 years.

Councilmember Gustafson asserted that the timing is right to partner with the School District and that such a partnership is a worthwhile venture.

Mayor Jepsen was not as enthusiastic about the partnering as he had been before passage of I-695 because now new budget constraints must be addressed. He felt this is a low priority until he reviews the entire capital improvement budget. He was also waiting resolution on the Memorandum of Understanding with the School District and on Meridian Park usage. He summarized the consensus to bring back the preferred option

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next week, noting there are a variety of opinions on how far to go through the three steps outlined in the packet. The decision will be based upon the discussion next week.

Councilmember Gustafson asked that Council be briefed on what the School District plans for the Shoreline Center, stadium and gymnasium. He felt Council should determine where the School District facilities fit into the recreational needs of the City.

(a) Departmental Presentations for the 2000 Proposed Budget

Mr. Deis pointed out that staff produced the budget before the public vote on Initiative 695 and before the Council decision on utility taxes and franchises. As a result, the budget contains reduction scenarios which are no longer needed. He said the year 2000 budget will have \$500,000 more in revenues than anticipated because of utility taxes and additional franchise revenue, and this can be used the following year to balance losses resulting from I-695. He noted the discussion of user fees scheduled for the Council meeting on November 29. Depending on Council decisions, the budget will be balanced for the next three years. He noted a question about whether the City will receive the local option vehicle license fees (\$435,431). The assumption in the budget is that this money will be lost.

Larry Bauman, Assistant City Manager, presented the planned activities and analyses of change for the City Council, City Manager and City Clerk.

Joyce Nichols, Community and Government Relations Manager, presented the planned activities and analysis of change for the Community and Government Relations Division. She assured Council that, based on three years of history with neighborhood mini-grants, the proposed budget includes sufficient funding for the number of neighborhoods that apply.

Rob Beem, Health and Human Services Manager, presented the planned activities and analysis of change for the Health and Human Services Division.

Councilmember Ransom opposed the transfer of Senior Center funding to the Health and Human Services budget, since only part of what occurs at the Senior Center is related to human services; the remainder is recreational activities. He said if the Senior Center did not provide these activities, the City would be required to do so. Now the Senior Center will have to compete in the annual human service grants competition. He felt that the Senior Center should be evaluated for its effectiveness in providing recreational programs. The competitive process in the Health and Human Services budget involves review by individuals involved in social services, rather than recreation, which could put the Senior Center at a disadvantage.

Deputy Mayor Montgomery reminded Council that making this change was discussed and decided at the budget retreat.

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Councilmember Hansen noted that several South King County cities have withdrawn from the Human Services Roundtable and that the City could save \$10,000 by doing the same.

Responding to Councilmember Hansen's question about the value of the Roundtable, Mr. Beem said it is a legislative presence, and its legislative agenda is generally balanced and not dictated by Seattle and King County. The Roundtable gives staff such as himself access to information that would be unavailable otherwise. Councilmember Hansen said the withdrawing cities have suggested that some other organization could put forward the legislative agenda.

Mayor Jepsen supported continued participation because the Regional Finance and Governance process is not moving forward, and the County is making decisions about human services. Shoreline needs to be at the table to advocate for Shoreline interests. Councilmember Gustafson concurred, agreeing that the Roundtable provides an opportunity to provide input. He said Mr. Beem is an asset for Shoreline at the Roundtable.

Mr. Deis committed to evaluating Shoreline participation in the Roundtable over the next year and reporting back for next year's budget.

Ian Sievers, City Attorney, presented the City Attorney's planned activities and analysis of change.

Joe Meneghini, Finance Director, presented the Finance Department's planned activities and analysis of change.

Mr. Bauman presented the planned activities and analysis of change for the Information Services (IS) budget.

Mayor Jepsen suggested reductions of five percent to the City Council and IS budgets (\$5,000 and \$100,000, respectively).

Councilmember Lee wondered "how wired" the whole City is and proposed a study to determine this. She explained that this is not only related to economic development but to services for all Shoreline citizens. She said she could support a five-percent budget reduction in IS if the money were used to fund the study she proposed.

Councilmember Hansen did not oppose a five-percent cut for City Council, but he felt that overall the City has a lean budget. Although there may be specific areas where cuts can be made, in the absence of some factor imposing further cuts, he did not feel compelled to do an across-the-board cut. He noted the City has a low employee-to-population ratio.

Deputy Mayor Montgomery said she had no problem with either of the proposed cuts.

Councilmember Ransom wished to ensure funding for Council trips, which he said are very educational and beneficial to the City. He identified IS as the area in which he feels least capable of determining whether the City is getting its money's worth.

Mayor Jepsen commented that Council spent \$3,000 less than it had budgeted this year for Professional Services and \$5,000 less than it had budgeted for travel. He asserted that a \$5,000 cut would, therefore, not affect current activities. He said a \$100,000 reduction in IS could come from a combination of savings in Technology Plan implementation and salaries.

Deputy Mayor Montgomery asserted that, like Councilmember Ransom, she is not in a good position to judge spending for IS.

Mr. Deis said it is difficult to quantify the costs and benefits of technology, but the low staffing levels at Shoreline are one result of the use of technology. He said costs may have increased because of the delay in implementation of some elements of the Technology Plan. This will not be known until the bids go out for software applications for building permits, code enforcement, Public Works and Parks maintenance management, and an upgrade of the Customer Response Tracking program.

Mayor Jepsen summarized that he did not hear overwhelming support for his proposal to cut the IS budget.

Mr. Meneghini presented the analysis of change for the Citywide budget, emphasizing the changes in the budgeting for contingencies. He noted that the operational contingency, the General Reserve Fund, the undesignated fund balance and the insurance reserve represent 13.9 percent of the General Fund discretionary revenues. The \$250,000 operational contingency will be used only as a last resort and with Council approval. The \$255,000 insurance reserve will cover liability areas not covered by insurance policies or the Federal Emergency Management Act (FEMA). He also noted that \$116,821 has been set aside for the 2.88 percent Cost-of-Living salary adjustment.

Mayor Jepsen wished to ensure that the amount of money allocated for 2000 election costs will be sufficient. Mr. Deis said the immediate consideration of fees should preclude the need for elections in the year 2000. He added that the fee schedule will have an automatic Cost-of-Living adjustment.

Responding to Councilmember Hansen, Mr. Deis explained that including the cost-of-living salary adjustments in the Citywide budget, rather than spreading them throughout the departments, allows Council to identify a specific increase.

Marci Wright, Human Resources Director, presented the planned activities and analysis of change for Human Resources.

Councilmember Ransom noted his opinion that the Human Resources Department is overstaffed with 2-1/2 employees for a staff of 100 employees.

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John Hawley, Senior Budget Analyst, presented the budget for jail and judicial services, noting jail costs will increase \$139,000. He said staff will review the impact of recently enacted DUI legislation on this increase and develop options to decrease the number and length of prisoner days.

Mayor Jepsen commented that the City is pursuing with the County the issue that at-home detention costs are currently no lower than jail stays.

Police Chief Sue Rahr provided the analysis of change for the Police Department budget.

Responding to Mayor Jepsen's question about School District/City funding of the School Resources Officer (SRO), Chief Rahr said the Police Department and the School District are still waiting on one federal and one State grant to fund a full-time SRO officer for the high school. The hope is to continue with the SRO program in the elementary and middle schools, with the City and School District each contributing \$10,000 to an overtime fund to pay for officers in the program.

Tim Stewart, Planning and Development Services Director, presented the planned activities and the analysis of change for the Planning and Development Services (PADS) Department.

Mayor Jepsen noted that staff time to deal with historic preservation issues is budgeted for 2000 as recommended by the Council of Neighborhoods. Continuing, he said PADS is the area which generates the most citizen contact for Council. He asked that PADS focus on how to deal with "getting all the staff on the same page and dealing with the issues in the same way."

Mr. Stewart concurred with this focus. He noted that PADS plans to implement systems to allow staff, the community and Council to understand permit processes and procedures and to insure consistent handling. He said it is also important to measure customer satisfaction. Mayor Jepsen pointed out that the customer is not only the person applying for a permit, but the entire City.

Mr. Deis noted that half of the Council's work plan this year was assigned to PADS. Staff has focused on these goals, as well as dealing with some contentious land use issues and representing Shoreline on the Growth Management Planning Council. Next year the management analyst position should assist in focusing on customer service.

Councilmember Lee was not as concerned about the number of complaints because it is human nature to verbalize complaints more often than satisfaction.

Responding to Councilmember Lee, Mr. Stewart said staff expects a decrease in single-family permits next year and an increase in commercial and multi-family activity. However, this was not reflected in the budget in order to take a very conservative posture.

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Responding again to Councilmember Lee, Mr. Stewart said the management analyst position is funded 80 percent from the General Fund and 20 percent from fees. Mayor Jepsen clarified that the budget reflects the current fee structure.

Councilmember Ransom stated the perception of the business community along Aurora Avenue that the permit process is much slower than it was two years ago. He felt something must be done to change this perception.

Mr. Stewart shared the concern about the timeliness of permit review. He said staff needs to do a better job monitoring the permit process to identify problems as they come up. He pointed out that sometimes the problems are not timing issues, but ones where the applicant resists compliance with permit conditions. He concluded that as a level of certainty is developed about the Aurora Corridor project, the number of complaints should decrease. He noted the plan to implement fast-track permitting to promote economic development. There will also be over-the-counter permitting, but staff resources must be available to develop the project. This is justification for the new management analyst.

Mayor Jepsen said many of the business owners he has talked to realize that permitting is a two-way street. He said there is a huge learning curve for business owners who do not deal with the permitting process very often. He also noted that Shoreline has a number of special districts that need to be involved in the permitting process.

Councilmember Hansen and Deputy Mayor Montgomery were aware of only a few complaints about delays.

Councilmember Gustafson said Shoreline is much more efficient than King County.

Responding to Councilmember Hansen, Mr. Stewart explained that the "walk-in" budget category includes the intake process and all requests for information. A great majority of this work is with citizens, not developers. Based on experience, staff time for certain individuals has been allocated to this category.

Councilmember Ransom wished to address cost recovery for development fees because he cannot attend the meeting on November 29th. He felt this walk-in education effort should be fully funded by the General Fund. He had some reservation about 100 percent cost recovery for permits because he did not want the fees to be too high.

Ms. Barry presented the planned activities and analysis of change for the Parks, Recreation and Cultural Services Department.

Mayor Jepsen proposed a five-percent cut for the Arts Council and the Historical Museum.

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Councilmember Ransom felt that since the utility tax supplements the loss from I-695, there is no reason to make these cuts. He said the Museum has been very effective at leveraging its funding with grants, as has the Arts Council to a lesser degree.

Mayor Jepsen noted his concern with the long-term implications of I-695 revenue losses rather than with the 2000 budget alone.

Deputy Mayor Montgomery commented that Council should start looking at ways to be more conservative in funding. If it doesn't, the cuts could be a lot more than five percent in the near future. Councilmember Lee commented that she could also support a five-percent cut.

Responding to Councilmember Ransom, Ms. Barry said the bicycle patrol is funded next year. The Eastside Teen program has shared funding between Lake Forest Park and Shoreline. If Lake Forest Park chooses not to participate, the City would be faced with additional costs, in which case staff would re-evaluate the programming. There will be programmatic and operating changes in any case, but the framework of a Friday and Saturday night program should remain.

Responding again to Councilmember Ransom, Ms. Barry said the maintenance of the ball fields does not present a problem. Although the fields are heavily scheduled, maintenance can occur during non-prime times. Although there is always room for improvement, the ball field maintenance is sufficient to provide a safe playing surface.

Councilmember Ransom turned to cost recovery from fees. He noted that King County recovers 50 percent of their costs for park programs, although he was not sure what indirect costs were included in this figure. He wanted to ensure that those who cannot pay the full amount for recreation services—the elderly, severely handicapped, teens, senior citizens, and the poor—will still have programs. He said the issue is what is a fair rate. He noted that Mountlake Terrace had a 75-percent cost recovery policy.

Ms. Barry said the analysis being prepared does include all direct costs related to the activity. Determination of a fair subsidy is a policy issue. She suggested that Council should consider a continuum of subsidy levels. The teen program has been highly subsidized, and there is no recommendation to change this.

Responding to Councilmember Ransom, Ms. Barry said in Mountlake Terrace all costs, both direct and indirect, were included in the total cost of service. The goal was 70-75 percent cost recovery, with no options for fee waivers.

Returning to Mayor Jepsen's suggestion, Councilmember Gustafson said he was reluctant to cut five percent from the basic pieces of the budget that are essential. He agreed that Council must look for savings. He reiterated his suggestion to have departments determine savings goals for non-essential services. He wanted to wait for decisions until after the fee discussion, when Council will know what the total budget will be. He felt it premature to cut five percent at this time. If, in a couple of years, the City is low on

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revenues, then his preference was to cut one, two or three percent across the board from non-essential items.

Responding to Councilmember Hansen, Ms. Barry said funding for the Arts Council is at the same level as last year, \$1.10/capita. The Museum requested \$50,000, the same amount as last year.

Councilmember Hansen said it does not bother him to cut five percent from these organizations, but he favored funding them to some level.

Continuing, Councilmember Hansen asked about partnerships with users for maintenance of ball fields. Ms. Barry said this is an option, but from the liability standpoint, the City needs to maintain a level of control. However, there could be some degree of participation for some tasks. This has not actively been pursued at this point.

Responding to Councilmember Hansen, Ms. Barry said that the recreation programs recover all direct costs and anywhere from ten to 30 percent of overhead in the fees. This applies to all programs, with the exception of summer playground programs, the teen program, and the special recreation program.

MEETING EXTENSION

At 10:00 p.m., Councilmember Ransom moved to extend the meeting 15 minutes. Councilmember Hansen seconded the motion, which carried 6 - 1, with Deputy Mayor Montgomery dissenting.

Councilmember Gustafson commented that money could be saved for both the City and the School District by partnering on field maintenance programs.

After Mayor Jepsen summarized the discussion points, Councilmember Hansen said he will take into consideration in his decision that Lake Forest Park may not be able to support the Arts Council to last year's level due to I-695 impacts.

Councilmember Gustafson offered to bring forward his list of essential and non-essential services.

7. CONTINUED PUBLIC COMMENTS

(a) Scott Keeny, 19710 21st Ave. NW, President of the Arts Council, commented that other funding agencies for the Arts Council are looking at budget cuts. He pointed out that if every organization that funds the Arts Council cuts five percent, it will have a severe impact. He said the programs produced by the Arts Council are a good return on the City's investment.

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8. ADJOURNMENT

At 10:10 p.m., Mayor Jepsen declared the meeting adjourned.

Sharon Mattioli, CMC
City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Ordinance Granting a Non-exclusive Franchise to Seattle Public Utilities for Water and Sanitary Sewer Systems
DEPARTMENT: City Manager's Office
PRESENTED BY: Kristoff Bauer, Assistant to the City Manager

EXECUTIVE / COUNCIL SUMMARY

Seattle Public Utilities ("SPU") has been providing water and wastewater services within the City since prior to incorporation. They have not previously held a franchise from the City operating instead under the terms of an expired King County franchise via a letter of agreement executed in 1995. The City has been evaluating options for ensuring the adequate provision of these two services and we have always desired to develop franchise agreements to carry us until these long-term decisions are made. Two interim franchises are presented for your consideration.

In 1997, the City adopted an interlocal agreement with the Shoreline Wastewater Management District in which it agreed to support the District's efforts to acquire SPU's wastewater service area within the City. Staff is in the process of completing analysis regarding water service that it hopes to present to your Council shortly. The proposed franchise ordinances do not interfere with your Council's prior direction regarding wastewater services or restrict your Council's potential options regarding water services.

The importance of the timeline for these interim franchises with SPU has been heightened by one budget planning decision with your Council. On October 11th, after a discussion regarding revenue losses anticipated to result from the passage of Initiative 695, your Council directed staff to bring forward a utility tax for your consideration (adopted October 25th) and to seek new franchise agreements with utilities to which the application of a utility tax would be inappropriate. State law prohibits the City from imposing a utility tax on SPU. In accordance with Council direction, staff has negotiated two franchises with SPU that include provision for a franchise fee.

The proposed franchise ordinances (Attachments A & B) are short, simple, and standard. Key terms include:

- The imposition of a 6% franchise fee,
- The inclusion of the City's blanket right-of-way permit terms and conditions
- A two year term with an option for a two year extension
- Coordination with the City's Comprehensive and Capital Improvement Plans

City finance staff has estimated that about \$600,000 annually could be generated through the imposition of a 6% franchise fee on all water and wastewater service providers within the City. Agreements with the Shoreline Water District and the Shoreline Wastewater Management District have not been completed at this time and given their initial negotiating positions, we are doubtful that we will have an acceptable franchise agreement for your review in the near future. The proposed ordinances are expected to generate just under half of the estimated potential revenue from these franchise fees. SPU is in the process of rate

revisions in response to the passage of initiative 695 making a more accurate estimate unavailable at the time this report was drafted. Staff will provide your Council with more accurate information as it becomes available.

The rate impact to the consumer that would be attributable to the franchise fee included in these ordinances is also unclear due to rate change proposals being considered by all four of the utility providers (SPU Water & Wastewater, Shoreline Water District, and the Shoreline Wastewater Management District). Each agency is considering rate adjustments for various reasons e.g. cost of water, regional wastewater treatment rates, ESA impacts, capital plans, Initiative 695, etc. We know that SPU's Water rate within Shoreline is significantly less than the Shoreline Water District's rate and that the franchise fee may only narrow the margin slightly¹ if it is entirely passed on to the consumer.

SPU Wastewater utilizes a variable rate based upon water consumption level while the Shoreline Wastewater Management District utilizes a flat monthly charge making price comparisons problematic. SPU customers who consume a lot of water are expected to pay more for wastewater services than a similar customer served by the District and conversely a low water user would be expected to pay less. Staff attempted to compare wastewater service rates between these two providers in 1997 as part of your Council's discussion of a proposed interlocal agreement with the Wastewater Management District. That analysis tended to indicate that rates were pretty similar for the "average" customer. The addition of the franchise fee on SPU's rate may make that rate higher than the District's. At the time this report was written, neither entity had finalized 2000 rates.

Unlike the utility tax, the franchise fee does not include a proposal for a low income exemption. The franchise fee is charged to the utility for the privilege of using the City's right-of-way to provide service and to mitigate some of the impact of its operations on that right-of-way. It is the utility's decision how to pass this cost of doing business on to its customers.

At SPU's request the proposed ordinances also included terms assuring Seattle that Shoreline will defend against any challenge to the validity of the franchise fee and hold Seattle harmless against any negative court ruling should one occur. Staff and the City Attorney have researched the City's authority in this area and believe that the proposed franchise fee is appropriate and its imposition within the City's authority.

Staff continues to work with the two special purpose districts to develop similar franchise agreements in accordance with Council direction, but again we are doubtful that agreements will be ready for your consideration in the short term.

RECOMMENDATION

Staff recommends adoption of ordinances 214 and 215, granting franchises to Seattle Public Utilities.

Approved By: City Manager LB

City Attorney JS

ATTACHMENTS

Attachment A - Proposed Ordinance #214 Granting a Non-exclusive Water Franchise to Seattle Public Utilities

Attachment B - Proposed Ordinance #215 Granting a Non-exclusive Sanitary Sewer Franchise to Seattle Public Utilities

¹ SPU's rates are $\approx$ 30% lower than the District's rates based on an average 1998 monthly bill calculation for an "average" customer using 8ccf/month in winter and 12 ccf/month in summer.

Attachment A: Proposed Ordinance #214
Granting a Non-exclusive Water Franchise to Seattle Public Utilities

ORDINANCE NO. 214

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING SEATTLE PUBLIC UTILITIES WATER DIVISION A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A WATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.

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

WHEREAS, RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... 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 the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to Seattle Public Utilities Water Division for the operation of a water system within the City right-of-way; NOW, THEREFORE,

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

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:
 - 1.1. **City:** The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
 - 1.2. **Days:** Calendar days.
 - 1.3. **Director:** The head of the Planning and Development Services department of the City, or the head of the Public Works department of the City, or the designee of either of these individuals.
 - 1.4. **Facilities:** All pipes, access ways, pump stations, storage facilities, equipment, and supporting structures, located in the City's right-of-way, utilized by the Grantee in the operation of activities authorized by this Ordinance. The abandonment by Grantee of any facilities as defined herein shall not act to remove the same from this definition.
 - 1.5. **Grantee:** As incorporated or used herein shall refer to Seattle Public Utilities Water Division (SPU).

- 1.6. **Permittee:** A person who has been granted a permit by the Permitting Authority, and SPU operating under Section 6.6 Blanket Permit of this agreement.
 - 1.7. **Permitting Authority:** The head of the City department authorized to process and grant permits required to perform work in the City's right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
 - 1.8. **Person:** An entity or natural person.
 - 1.9. **Revenue:** This term as used herein shall refer to all revenue collected from SPU's customers with billing addresses that are within the corporate boundaries of the City.
 - 1.10. **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.
 - 1.11. **SPU:** Seattle Public Utilities Water Division, a water utility owned and operated by the City of Seattle, a municipal corporation, and its respective successors and assigns.
2. **Franchise Granted.**
- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to SPU, 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 SPU 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 for a water system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Shoreline, as approved under City permits issued by the Permitting Authority pursuant to this franchise and City ordinances.
 - 2.3. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way. Such franchise shall in no way prevent or prohibit the City from using any right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way or other public properties of every type and description.
3. **Franchise Term.** The term of the franchise granted hereunder shall be for the period commencing upon the effective date of this ordinance through December 31, 2001. This franchise will automatically renew for an additional two-year period unless its termination is confirmed in writing by the City at least sixty days prior to December 31, 2001, or it is replaced by a substitute franchise ordinance prior to that date.

4. **Franchise Fee.** In consideration of the right granted to SPU to occupy City rights-of-way for the purpose of operating a water utility within the City and as partial compensation for the City's costs to construct, maintain, repair, develop, and manage the right-of-way, SPU agrees:

4.1. To collect and distribute to the City a franchise fee equal to 6% of Revenues.

4.1.1. This franchise fee shall be collected beginning upon the effective date of this franchise.

4.1.2. Proceeds of the franchise fee collected shall be distributed to the City no later than 30 days after the end of each calendar quarter (quarters ending at the end of March, June, September and December).

4.2. Should the SPU be prevented by judicial or legislative action from collecting a franchise fee on all or a part of the revenues, SPU shall be excused from the collection and distribution of that portion of the franchise fee.

4.3. Should a court of competent jurisdiction declare, or a change in law make the franchise fee to be collected on behalf of the City invalid, in whole or in part, or should a court of competent jurisdiction hold that the collection of the franchise fee by SPU is in violation of a pre-existing contractual obligation of SPU, then SPU's obligation to collect and distribute a franchise fee to the City under this Section shall be terminated in accordance with and to the degree required to comply with such court action.

4.4. SPU agrees that the franchise fee established by this Section is appropriate and that SPU will not be a party to or otherwise support legal or legislative action intended to result in judicial determinations or legislative action referred to in Sections 4.2 & 4.3 hereof.

5. **City Ordinances and Regulations.**

5.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate regulations, the location, elevation, and manner of construction and maintenance of any facilities of SPU located within the City right-of-way. SPU shall promptly conform with all such regulations, unless compliance would cause SPU to violate other requirements of law.

6. **Right-of-Way Management.**

6.1. **Excavation.**

6.1.1. 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. SPU 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.

- 6.1.2. Whenever SPU 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, SPU 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 6.10 of this Ordinance.
- 6.2. Abandonment of SPU's Facilities. No facilities laid, installed, constructed, or maintained in the right-of-way by SPU may be abandoned by SPU without the prior written consent of the Director of a removal plan. All necessary permits must be obtained prior to such work.
- 6.3. Restoration after Construction.
 - 6.3.1. SPU shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the franchise area, restore the right-of-way to at least the condition the same was in immediately prior to any such abandonment, 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. SPU agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.
 - 6.3.2. If it is determined that SPU has failed to restore the right-of-way in accordance with this Section, the City shall provide SPU with written notice including a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, the City, or its authorized agent, may restore the right-of-way. SPU is responsible for all 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.
- 6.4. Bonding Requirement. SPU, 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.
- 6.5. Emergency Work, Permit Waiver. In the event of any emergency where any facilities located in the right-of-way are broken or damaged, or if SPU'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, SPU shall immediately take any 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 SPU from later obtaining any necessary permits for the emergency work. SPU shall apply for the required permits the next business day following the emergency work or as soon as practical given the nature and duration of the emergency.

- 6.6. **Blanket Permit.** The terms "Minor Activities" and "Blanket Activities" shall be defined in a specifically negotiated Blanket Permit Definitions, a copy of which has been filed with the City Clerk and identified by Clerk's Receiving Number 1042. Permittee shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of this Section. All other activities will require a separate permit in accordance with City ordinances.
- 6.6.1. The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.
- 6.6.2. The Permittee shall provide a monthly list of permit construction activity by the 10th of the following month listing the previous month's activity authorized under this Section.
- 6.6.3. The Permittee shall provide payment of inspection fees for the monthly activity on a monthly basis. No statement will be provided by the City.
- 6.6.4. For each separate use of the right-of-way under this Section, and prior to commencing any work on the right-of-way under this Section, the Permittee shall:
- 6.6.4.1. Fax or otherwise deliver to the Permitting Authority, at least twenty-four (24) hours in advance of entering the right-of-way, a City Inspection Request Form, as provided by the Permitting Authority, which shall include at a minimum the following information: franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.
- 6.6.4.2. Fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority within twenty-four (24) hours after completing work.
- 6.6.5. In the event the Permittee fails to comply with any of the conditions set forth in this Section, the City is authorized to immediately terminate the Permittee's authority to operate under this Section by providing Permittee written notice of such termination and the basis therefore.
- 6.6.6. The City reserves the right to alter the terms and conditions of Subsection 6.6. and of Blanket Permit Definitions by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph, including any change in the inspection fee stated in Blanket Permit Definitions, shall thereafter apply to all subsequent work performed pursuant to this Section. Further, the City may terminate the Permittee's authority to work in the City's right-of-way under the terms of this Section at any time without cause by providing thirty (30) days written notice to the Permittee. Notwithstanding any termination, the Permittee will not be relieved of any liability to the City.

6.7. Safety.

6.7.1. The Grantee, 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 utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

6.7.2. All of Grantee's facilities in the right-of-way shall be constructed and maintained in a safe and operational condition.

6.8. Dangerous Conditions. Authority for City to Abate.

6.8.1. Whenever Facilities or the operations of the Grantee 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 Director may direct the Grantee, 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.

6.8.2. In the event the Grantee fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the Grantee shall be responsible to reimburse the City for its costs.

6.9. Relocation of System Facilities.

6.9.1. SPU agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its facilities without cost to the City, when so required by the City, provided that SPU shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same right-of-way and upon approval by the City, any facilities required to be temporarily disconnected or removed.

6.9.2. All Facilities utilized for providing water service within SPU's service area and within the right-of-way shall be considered owned, operated and maintained by SPU.

6.9.3. If the City determines that a public project necessitates the relocation of SPU's existing facilities, the City shall:

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

6.9.3.2. Provide SPU with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for SPU's facilities.

6.9.3.3. After receipt of such notice and such plans and specifications, SPU shall complete relocation of its facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

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

6.9.5. The provisions of Section 6.9 shall in no manner preclude or restrict SPU from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay or increase the cost of a planned City construction project.

6.10. SPU's Maps and Records. As a condition of this franchise, and without charge to the City, SPU agrees to provide the City with 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'). 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 SPU. 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.

7. Planning Coordination.

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

7.1.1. For SPU's service within the City limits, SPU will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan Utilities Element which meets the requirements described in RCW 36.70A.070(4).

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

7.1.3. SPU shall submit information related to the general location, proposed location, and capacity of all existing and proposed electrical lines as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.

- 7.1.4. SPU will update information provided to the City under this Section whenever there are major changes in SPU's system plans for Shoreline.
- 7.2. System Development Information. SPU will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:
- 7.2.1. By February 1st of each year, SPU shall provide the City Manager or his designee with a schedule of its planned capital improvements, which may affect the right of way for that year;
- 7.2.2. SPU 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
- 7.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
- 7.3. Emergency Operations. The City and SPU agree to cooperate in the planning and implementation of emergency operations response procedures.
8. Service Quality. SPU shall exercise the same degree of technical, professional and administrative quality in serving its customers in the City that is provided to all other customers with similar circumstances within SPU's service territory. SPU shall at all times comply with the minimum regulatory standards presently in effect or as may be amended for the provision of water services.
9. Indemnification.
- 9.1. SPU 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 or liability to any person, including claims by SPU's own employees to which SPU 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 SPU, its agents, servants, officers or employees in performing activities authorized by this franchise, including those claims arising against the City by virtue of SPU's exercise of the rights granted herein. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the negligent acts or omissions of SPU, its agents, servants, officers or employees. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, SPU 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. Inspection or acceptance by the City of any work performed by SPU 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.

- 9.3. In the event SPU refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and SPU's 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 on the part of SPU, then SPU shall pay all of the City's costs and expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause as well as any judgment against the City.
- 9.4. Should a court of competent jurisdiction determine that this franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of SPU and the City, its officers, employees and agents, SPU's liability hereunder shall be only to the extent of SPU's negligence. This waiver has been mutually negotiated by the parties.
- 9.5. The City hereby releases and agrees to indemnify, defend and hold harmless the SPU, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to any person arising from SPU's compliance with Section 4 hereof. This indemnification is contingent upon SPU's compliance with Section 4.4 hereof.

10. **Enforcement.**

- 10.1. In addition to all other rights and powers retained by the City under this franchise, the City reserves the right to revoke and terminate this franchise and all rights and privileges of the Grantee in the event of a substantial violation or breach of its terms and conditions. Likewise, SPU may terminate this franchise in the event of a substantial violation or breach of its terms and conditions by the City.
- 10.2. A substantial violation or breach by a Grantee shall include, but shall not be limited to, the following:
 - 10.2.1. An uncured violation of any material provision of this franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;
 - 10.2.2. An intentional evasion or knowing attempt to evade any material provision of this franchise or practice of any fraud or deceit upon the system customers or upon the City;
 - 10.2.3. Failure to begin or substantially complete any system construction or system extension as set forth in a franchise or right-of-way use agreement;
 - 10.2.4. Failure to provide the services specified in the franchise;
 - 10.2.5. Misrepresentation of material fact during negotiations relating to this franchise or the implementation thereof;

- 10.2.6. A continuous and willful pattern of grossly inadequate service and failure to respond to legitimate customer complaints;
- 10.2.7. An uncured failure to pay fees associated with this franchise
- 10.3. No violation or breach shall occur which is without fault of the Grantee or the City, or which is as a result of circumstances beyond the Grantee's or the City's reasonable control. Neither the Grantee, nor the City, shall be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, agents or employees; provided, however, that damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond a Grantee'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 or vandalism or malicious mischief by its employees or agents. A Grantee, or the City, shall bear the burden of proof in establishing the existence of such conditions.
- 10.4. Except in the case of termination pursuant to Paragraph 10.2.5 of this Section, prior to any termination or revocation, the City, or the Grantee, shall provide the other with detailed written notice of 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, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or the Grantee reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default from, the party that is alleged to be in default may request, in writing, a hearing before a "hearing examiner" as provided by the City's development regulations. The hearing examiner's decision may be appealed to any court of competent jurisdiction.
- 10.5. The City may, in its discretion, provide an additional opportunity for the Grantee to remedy any violation or breach and come into compliance with this agreement so as to avoid the termination or revocation.
- 10.6. In addition to any other remedy provided for herein for violation of any provision, or failure to comply with any of the requirements of this franchise, the City may levy liquidated damages of up to \$500.00 for each of the first five days that a violation exists and up to \$1,000.00 for each subsequent day that a violation exists. Payment of such liquidated damages shall not relieve any person of the duty to correct the violation.
- 10.7. Any violation existing for a period greater than 30 days may be remedied by the City at the Grantee's expense.
11. **Survival.** All of the provisions, conditions and requirements of Sections 6.1 Excavation, 6.2 Abandonment Of SPU's Facilities, 6.3 Restoration After Construction, 6.8 Dangerous

- Conditions, Authority For City To Abate, 6.9 Relocation Of System Facilities, and 9 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities SPU may have to the City at common law, by statute, or by contract, and shall survive the City's franchise to SPU for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of SPU and all privileges, as well as all obligations and liabilities of SPU shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever SPU is named herein.
12. **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.
13. **Assignment.** This franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. Any costs associated with the City's review of any transfer proposed by the Grantee shall be reimbursed to the City by the Grantee.
- 13.1. Except as otherwise provided herein, the Grantee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of the Grantee's utility. Every change, transfer, or acquisition of control of the Grantee's utility shall cause a review of the proposed transfer. In the event that the City denies its consent and such change, transfer or acquisition of control has been effected, the Franchise is terminated.
14. **Notice.** Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:
- | | |
|--|--------------------------|
| Seattle Public Utilities Managing Director | Director of Public Works |
| Dexter Horton Building, 10 th Floor | City of Shoreline |
| 710 Second Avenue | 17544 Midvale Avenue N. |
| Seattle, WA 98104 | Shoreline, WA 98133-4921 |
| Phone: (206) 684-5851 | Phone: (206) 546-1700 |
| Fax: (206) 684-4631 | Fax: (206) 546-2200 |
15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.
16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the

parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

17. **Entire Agreement.** This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.
18. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee 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 the Grantee in this ordinance.
19. **Publication Costs.** In accord with state law, this ordinance shall be published in full.
20. **Effective Date.** If accepted by the Grantee, this ordinance shall take effect and be in full force as of _____, 1999. The City Clerk is hereby directed to publish this ordinance in full.

PASSED BY THE CITY COUNCIL ON _____, 1999.

Mayor Scott Jepsen

ATTEST:

APPROVED AS TO FORM:

Sharon Mattioli, CMC
City Clerk

Ian Sievers
City Attorney

Date of Publication:
Effective Date:

Attachment B: Proposed Ordinance #215
Granting a Non-exclusive Sanitary Sewer Franchise to Seattle Public Utilities

ORDINANCE NO. 215

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING SEATTLE PUBLIC UTILITIES WASTEWATER DIVISION 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 broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... 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 the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to Seattle Public Utilities Wastewater Division for the operation of a sewer system within the City right-of-way; NOW, THEREFORE,

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

1. **Definitions.** The following terms contained herein, unless otherwise indicated, shall be defined as follows:
 - 1.1. **City:** The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
 - 1.2. **Days:** Calendar days.
 - 1.3. **Director:** The head of the Planning and Development Services department of the City, or the head of the Public Works department of the City, or the designee of either of these individuals.
 - 1.4. **Facilities:** All pipes, access ways, pump stations, storage facilities, equipment, and supporting structures, located in the City's right-of-way, utilized by the Grantee in the operation of activities authorized by this Ordinance. The abandonment by Grantee of any facilities as defined herein shall not act to remove the same from this definition.

- 1.5. **Grantee:** As incorporated or used herein shall refer to Seattle Public Utilities Wastewater Division (SPU).
 - 1.6. **Permittee:** A person who has been granted a permit by the Permitting Authority, and SPU operating under Section 6.6 Blanket Permit of this agreement.
 - 1.7. **Permitting Authority:** The head of the City department authorized to process and grant permits required to perform work in the City's right-of-way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
 - 1.8. **Person:** An entity or natural person.
 - 1.9. **Revenue:** This term as used herein shall refer to all revenue collected from SPU's customers with billing addresses that are within the corporate boundaries of the City.
 - 1.10. **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.
 - 1.11. **SPU:** Seattle Public Utilities Wastewater Division, a sewer utility owned and operated by the City of Seattle, a municipal corporation, and its respective successors and assigns.
2. **Franchise Granted.**
- 2.1. Pursuant to RCW 35A.47.040, the City hereby grants to SPU, 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 SPU 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 for a sewer system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Shoreline, as approved under City permits issued by the Permitting Authority pursuant to this franchise and City ordinances.
 - 2.3. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way. Such franchise shall in no way prevent or prohibit the City from using any right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way or other public properties of every type and description.
3. **Franchise Term.** The term of the franchise granted hereunder shall be for the period commencing upon the effective date of this ordinance through December 31, 2001. This

franchise will automatically renew for an additional two-year period unless its termination is confirmed in writing by the City at least sixty days prior to December 31, 2001, or it is replaced by a substitute franchise ordinance prior to that date.

4. **Franchise Fee.** In consideration of the right granted to SPU to occupy City rights-of-way for the purpose of operating a sanitary sewer utility within the City and as partial compensation for the City's costs to construct, maintain, repair, develop, and manage the right-of-way, SPU agrees:

4.1. To collect and distribute to the City a franchise fee equal to 6% of Revenues.

4.1.1. This franchise fee shall be collected beginning upon the effective date of this franchise.

4.1.2. Proceeds of the franchise fee collected shall be distributed to the City no later than 30 days after the end of each calendar quarter (quarters ending at the end of March, June, September and December).

4.2. Should the SPU be prevented by judicial or legislative action from collecting a franchise fee on all or a part of the revenues, SPU shall be excused from the collection and distribution of that portion of the franchise fee.

4.3. Should a court of competent jurisdiction declare, or a change in law make the franchise fee to be collected on behalf of the City invalid, in whole or in part, or should a court of competent jurisdiction hold that the collection of the franchise fee by SPU is in violation of a pre-existing contractual obligation of SPU, then SPU's obligation to collect and distribute a franchise fee to the City under this Section shall be terminated in accordance with and to the degree required to comply with such action.

4.4. SPU agrees that the franchise fee established by this Section is appropriate and that SPU will not be a party to or otherwise support legal or legislative action intended to result in judicial determinations or legislative action referred to in Sections 4.2 & 4.3 hereof.

5. **City Ordinances and Regulations.**

5.1. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate regulations, the location, elevation, and manner of construction and maintenance of any facilities of SPU located within the City right-of-way. SPU shall promptly conform with all such regulations, unless compliance would cause SPU to violate other requirements of law.

6. **Right-of-Way Management.**

6.1. **Excavation.**

6.1.1. 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. SPU 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.

6.1.2. Whenever SPU 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, SPU 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 6.10 of this Ordinance.

6.2. **Abandonment of SPU's Facilities.** No facilities laid, installed, constructed, or maintained in the right-of-way by SPU may be abandoned by SPU without the prior written consent of the Director of a removal plan. All necessary permits must be obtained prior to such work.

6.3. **Restoration after Construction.**

6.3.1. SPU shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the franchise area, restore the right-of-way to at least the condition the same was in immediately prior to any such abandonment, 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. SPU agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

6.3.2. If it is determined that SPU has failed to restore the right-of-way in accordance with this Section, the City shall provide SPU with written notice including a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, the City, or its authorized agent, may restore the right-of-way. SPU is responsible for all 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.

- 6.4. Bonding Requirement. SPU, 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.
- 6.5. Emergency Work, Permit Waiver. In the event of any emergency where any facilities located in the right-of-way are broken or damaged, or if SPU'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, SPU shall immediately take any 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 SPU from later obtaining any necessary permits for the emergency work. SPU shall apply for the required permits the next business day following the emergency work or as soon as practical given the nature and duration of the emergency.
- 6.6. Blanket Permit. The terms "Minor Activities" and "Blanket Activities" shall be defined in a specifically negotiated Blanket Permit Definitions, a copy of which has been filed with the City Clerk and identified by Clerk's Receiving Number 1043. Permittee shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of this Section. All other activities will require a separate permit in accordance with City ordinances.
- 6.6.1. The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.
- 6.6.2. The Permittee shall provide a monthly list of permit construction activity by the 10th of the following month listing the previous month's activity authorized under this Section.
- 6.6.3. The Permittee shall provide payment of inspection fees for the monthly activity on a monthly basis. No statement will be provided by the City.
- 6.6.4. For each separate use of the right-of-way under this Section, and prior to commencing any work on the right-of-way under this Section, the Permittee shall:
- 6.6.4.1. Fax or otherwise deliver to the Permitting Authority, at least twenty-four (24) hours in advance of entering the right-of-way, a City Inspection Request Form, as provided by the Permitting Authority, which shall include at a minimum the following information: franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.
- 6.6.4.2. Fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority within twenty-four (24) hours after completing work.
- 6.6.5. In the event the Permittee fails to comply with any of the conditions set forth in this Section, the City is authorized to immediately terminate the Permittee's authority to operate under this Section by providing Permittee written notice of such termination and the basis therefore.

- 6.6.6. The City reserves the right to alter the terms and conditions of Subsection 6.6. and of Blanket Permit Definitions by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph, including any change in the inspection fee stated in Blanket Permit Definitions, shall thereafter apply to all subsequent work performed pursuant to this Section. Further, the City may terminate the Permittee's authority to work in the City's right-of-way under the terms of this Section at any time without cause by providing thirty (30) days written notice to the Permittee. Notwithstanding any termination, the Permittee will not be relieved of any liability to the City.
- 6.7. Safety.
- 6.7.1. The Grantee, 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 utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.
- 6.7.2. All of Grantee's facilities in the right-of-way shall be constructed and maintained in a safe and operational condition.
- 6.8. Dangerous Conditions, Authority for City to Abate.
- 6.8.1. Whenever Facilities or the operations of the Grantee 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 Director may direct the Grantee, 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.
- 6.8.2. In the event the Grantee fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the Grantee shall be responsible to reimburse the City for its costs.
- 6.9. Relocation of System Facilities.
- 6.9.1. SPU agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its facilities without cost to the City, when so required by the City, provided that SPU shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same right-of-way and upon approval by the City, any facilities required to be temporarily disconnected or removed.
- 6.9.2. All Facilities utilized for providing sanitary sewer service within SPU's service area and within the right-of-way shall be considered owned, operated and maintained by SPU.

- 6.9.3. If the City determines that a public project necessitates the relocation of SPU's existing facilities, the City shall:
- 6.9.3.1. As soon as possible, but not less than sixty (60) days prior to the commencement of such project, provide SPU with written notice requiring such relocation; and
 - 6.9.3.2. Provide SPU with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for SPU's facilities.
 - 6.9.3.3. After receipt of such notice and such plans and specifications, SPU shall complete relocation of its facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.
- 6.9.4. SPU may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise SPU in writing if any of the alternatives are suitable to accommodate the work that necessitates the relocation of the facilities. If so requested by the City, SPU shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by SPU full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, SPU shall relocate its facilities as provided in this Section.
- 6.9.5. The provisions of Section 6.9 shall in no manner preclude or restrict SPU from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay or increase the cost of a planned City construction project.
- 6.10. SPU's Maps and Records. As a condition of this franchise, and without charge to the City, SPU agrees to provide the City with 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'). 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 SPU. 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.
7. Planning Coordination.
- 7.1. Growth Management. SPU agrees, as follows, to participate in the development of, and reasonable updates to, the utilities element of the City's comprehensive plan:
- 7.1.1. For SPU's service within the City limits, SPU will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan Utilities Element which meets the requirements described in RCW 36.70A.070(4).

- 7.1.2. SPU will participate in a cooperative effort with the City to ensure that the Utilities Element of Shoreline's Comprehensive plan is accurate as it relates to SPU's operations and is updated to ensure it continued relevance at reasonable intervals.
- 7.1.3. SPU shall submit information related to the general location, proposed location, and capacity of all existing and proposed electrical lines as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.
- 7.1.4. SPU will update information provided to the City under this Section whenever there are major changes in SPU's system plans for Shoreline.
- 7.2. System Development Information. SPU will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:
 - 7.2.1. By February 1st of each year, SPU shall provide the City Manager or his designee with a schedule of its planned capital improvements, which may affect the right of way for that year;
 - 7.2.2. SPU 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
 - 7.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
- 7.3. Emergency Operations. The City and SPU agree to cooperate in the planning and implementation of emergency operations response procedures.
- 8. Service Quality. SPU shall exercise the same degree of technical, professional and administrative quality in serving its customers in the City that is provided to all other customers with similar circumstances within SPU's service territory. SPU shall at all times comply with the minimum regulatory standards presently in effect or as may be amended for the provision of wastewater services.
- 9. Indemnification.
 - 9.1. SPU 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 or liability to any person, including claims by SPU's own employees to which SPU 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 SPU, its agents, servants, officers or employees in performing activities authorized by this franchise, including those claims arising against the City by virtue of SPU's exercise of the rights granted herein. This covenant of indemnification shall include, but not be limited by this reference,

claims against the City arising as a result of the negligent acts or omissions of SPU, its agents, servants, officers or employees. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, SPU 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. Inspection or acceptance by the City of any work performed by SPU 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.
- 9.3. In the event SPU refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and SPU's 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 on the part of SPU, then SPU shall pay all of the City's costs and expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause as well as any judgment against the City.
- 9.4. Should a court of competent jurisdiction determine that this franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of SPU and the City, its officers, employees and agents, SPU's liability hereunder shall be only to the extent of SPU's negligence. This waiver has been mutually negotiated by the parties.
- 9.5. The City hereby releases and agrees to indemnify, defend and hold harmless the SPU, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to any person arising from SPU's compliance with Section 4 hereof. This indemnification is contingent upon SPU's compliance with Section 4.4 hereof.

10. **Enforcement.**

- 10.1. In addition to all other rights and powers retained by the City under this franchise, the City reserves the right to revoke and terminate this franchise and all rights and privileges of the Grantee in the event of a substantial violation or breach of its terms and conditions. Likewise, SPU may terminate this franchise in the event of a substantial violation or breach of its terms and conditions by the City.
- 10.2. A substantial violation or breach by a Grantee shall include, but shall not be limited to, the following:
 - 10.2.1. An uncured violation of any material provision of this franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;

- 10.2.2. An intentional evasion or knowing attempt to evade any material provision of this franchise or practice of any fraud or deceit upon the system customers or upon the City;
 - 10.2.3. Failure to begin or substantially complete any system construction or system extension as set forth in a franchise or right-of-way use agreement;
 - 10.2.4. Failure to provide the services specified in the franchise;
 - 10.2.5. Misrepresentation of material fact during negotiations relating to this franchise or the implementation thereof;
 - 10.2.6. A continuous and willful pattern of grossly inadequate service and failure to respond to legitimate customer complaints;
 - 10.2.7. An uncured failure to pay fees associated with this franchise
- 10.3. No violation or breach shall occur which is without fault of the Grantee or the City, or which is as a result of circumstances beyond the Grantee's or the City's reasonable control. Neither the Grantee, nor the City, shall be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, agents or employees; provided, however, that damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond a Grantee'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 or vandalism or malicious mischief by its employees or agents. A Grantee, or the City, shall bear the burden of proof in establishing the existence of such conditions.
- 10.4. Except in the case of termination pursuant to Paragraph 10.2.5. of this Section, prior to any termination or revocation, the City, or the Grantee, shall provide the other with detailed written notice of 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, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or the Grantee reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default from, the party that is alleged to be in default may request, in writing, a hearing before a "hearing examiner" as provided by the City's development regulations. The hearing examiner's decision may be appealed to any court of competent jurisdiction.
- 10.5. The City may, in its discretion, provide an additional opportunity for the Grantee to remedy any violation or breach and come into compliance with this agreement so as to avoid the termination or revocation.

- 10.6. In addition to any other remedy provided for herein for violation of any provision, or failure to comply with any of the requirements of this franchise, the City may levy liquidated damages of up to \$500.00 for each of the first five days that a violation exists and up to \$1,000.00 for each subsequent day that a violation exists. Payment of such liquidated damages shall not relieve any person of the duty to correct the violation.
- 10.7. Any violation existing for a period greater than 30 days may be remedied by the City at the Grantee's expense.
11. **Survival.** All of the provisions, conditions and requirements of Sections 6.1 Excavation, 6.2 Abandonment Of SPU's Facilities, 6.3 Restoration After Construction, 6.8 Dangerous Conditions. Authority For City To Abate, 6.9 Relocation Of System Facilities, and 9 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities SPU may have to the City at common law, by statute, or by contract, and shall survive the City's franchise to SPU for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of SPU and all privileges, as well as all obligations and liabilities of SPU shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever SPU is named herein.
12. **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.
13. **Assignment.** This franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. Any costs associated with the City's review of any transfer proposed by the Grantee shall be reimbursed to the City by the Grantee.
- 13.1. Except as otherwise provided herein, the Grantee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of the Grantee's utility. Every change, transfer, or acquisition of control of the Grantee's utility shall cause a review of the proposed transfer. In the event that the City denies its consent and such change, transfer or acquisition of control has been effected, the Franchise is terminated.
14. **Notice.** Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Seattle Public Utilities Managing Director
Dexter Horton Building, 10th Floor
710 Second Avenue
Seattle, WA 98104
Phone: (206) 684-5851
Fax: (206) 684-4631

Director of Public Works
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
Phone: (206) 546-1700
Fax: (206) 546-2200

15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.
16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.
17. **Entire Agreement.** This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.
18. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee 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 the Grantee in this ordinance.
19. **Publication Costs.** In accord with state law, this ordinance shall be published in full.
20. **Effective Date.** If accepted by the Grantee, this ordinance shall take effect and be in full force as of _____, 1999. The City Clerk is hereby directed to publish this ordinance in full.

PASSED BY THE CITY COUNCIL ON _____, 1999.

Mayor Scott Jepsen

ATTEST:

APPROVED AS TO FORM:

Sharon Mattioli, CMC
City Clerk

Ian Sievers
City Attorney

Date of Publication: November 26, 1999
Effective Date: December 1, 1999

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Development of Year 2000 User Fee Schedules for the City's Fee Based Services (Development Services, Parks and Recreation, etc.)
DEPARTMENT:	Finance
PRESENTED BY:	Joe Meneghini, Finance Director <i>for</i> Wendy Barry, Parks and Recreation Director

EXECUTIVE / COUNCIL SUMMARY

During 1997, the City developed an overhead allocation plan and conducted a review of the City's user fees as part of your Council Goal No. 1 for that year, to develop a plan to balance revenues with expenditures. This user fee study focused on the fee based services of Planning and Development Services, Parks and Recreation, and Teen Programs.

The overhead plan and user fee reviews have been presented to your Council on an annual basis as part of the Budget Retreat and annual budget process. The City's fee schedules were updated in 1998 based on the City's overhead allocation plan and user fee study and again in 1999 for the update of the Uniform Building Code.

Based on the annual update of the City's overhead allocation plan and user fee reviews and a thorough review of the Parks and Recreation and Teen Program fee structures, the staff is now prepared to recommend a comprehensive update of all of the City's user fee schedules.

This update is intended to retain the 80% revenue recovery policy for the services provided by Planning and Development Services (building permits and development activities) and to establish a balanced fee approach for the variety of programs and services provided through the City's Parks and Recreation Department, and all other fees.

We have also added a new section to the Planning and Development Services fee schedule to cover civil penalties assessed for code enforcement actions and recovery of abatement costs under our newly established Code Enforcement Program, with the intent to have all of our current fees and penalties included in our comprehensive fee schedules.

As you may recall, the object of our user fee reviews is to identify both the direct as well as the indirect costs (overhead costs) associated with providing City services. From there, it is a policy issue on how much of the total cost will be recovered by a user fee.

Based on the 2000 Proposed Budget, staff is recommending increasing the current Planning and Development Services hourly rate from \$93 to \$114 per hour to bring the cost recovery rate up to 80% of the full-cost (direct and overhead) of providing development services, including overhead expenses. This is different from previous fee adjustments where the 80% recovery was based on prior year actual expense and revenue information. The recommended new hourly rate is based on the 2000 estimated expenditures and revenues. We are still excluding program costs related to Code Preparation and Walk-In Services.

Of note, the proposed increase in fees may generate objection from developers that the fees are too high. As proposed the fees still result in a 20% General Fund subsidy by Shoreline taxpayers. We believe the increase is justified and in-line with other jurisdictions.

By increasing the hourly service rate to \$114 per hour and adjusting the building permit fees by the Consumer Price Index (CPI, 3%) the increase in fee revenue for 2000 is estimated to be \$180,513, assuming a similar level of building activity in 2000 as is being experienced in 1999. The 2000 Proposed Budget does not reflect this additional revenue. Therefore, if we adopt this fee schedule, the General Fund subsidy would decrease by \$180,513.

The user fees and cost recovery rates have been reviewed annually for the Parks programs. Our past program reviews have shown that the Parks and Recreation fees have been in line with what is seen in other local jurisdictions and the Department has a good system established for calculating individual class or program fees. While our past reviews have been at a higher program level, this more recent review has been at the individual class or service level. Based on this thorough review, we are recommending an update of the Parks fee schedules. These adjustments to the Parks and Recreation fee schedules would result in estimated additional revenues of \$100,629 over the 2000 Proposed Budget.

Fee schedules for public records disclosure requests are also included in this comprehensive City fee ordinance.

Based on the requirement of Initiative 695, requiring all user fee increases to be put before a vote of the people at a minimum cost of \$25,000 or a potential maximum of \$95,000 per election, the fee ordinance includes language to allow all of the City's user fees to be automatically updated on an annual basis based on the CPI. The City Council will have the option to not increase the fee schedules based on the CPI in any individual budget year.

Your Council will need to discuss and decide on policy goals for what level of recovery should be sought for each type of fee based service.

Because of the recommended adjustments in fees, City staff has notified the main stakeholders involved, including the developer community and sports leagues, of the proposed increased fees and of the scheduled workshop discussion.

RECOMMENDATION

Staff recommends that the City Council review the City's fee based services and fee schedules and provide direction to place the update of the fee schedules on the next available City Council agenda for public hearing.

Approved By: City Manager LB City Attorney _____

BACKGROUND ANALYSIS

Overhead Allocation Plan and User Fee Reviews

As you will recall from previous discussions, the objectives of the City's annual update of the overhead allocation plan and user fee review is to answer the questions:

- What does it cost the City to provide various services? These costs include both direct and overhead costs.
- What are the current City cost recovery levels for services that are provided to the public?
- Are the cost calculations currently used by the City adequately identifying all cost components?

The primary goal is to provide the City with cost-of-service information that it can then blend with City policy in order to determine the proper fees to be charged for services. With the overhead allocation plan, the City is able to calculate the full cost of services and set fees based on City policy for each fee for service area. The only fee for service area where a specific cost recovery level has been set is in the area of Planning and Development Services, where your Council goal has been set at 80% of the full-cost of recovery. The new fee recommendations are calculated to recover this 80% level.

Policy Considerations

As you will also recall from our previous policy discussions, user fee services are those performed by a governmental agency on behalf of a private citizen or group. The assumption underlying most fee recommendations is that costs of services benefiting individuals directly, and not the community as a whole, should be borne by the individual receiving the benefit.

In some circumstances, policy considerations dictate the setting of fees at a level which does not reflect the full-cost of providing services. The following factors are examples of such policies:

- Elasticity of Demand - The price charged for a service can affect the quantity demanded by potential users.
- Economic Incentives - It may be desirable to use fees as a means of encouraging or discouraging certain activities. For example, there is a general societal benefit of providing recreational opportunities for youth (crime prevention). Thus, one can justify a General Fund subsidy for youth recreation programs.
- Competitive Restraints - Citizens or businesses may choose private sector services with lower fees depending on availability. For example, demand for recreation fees is highly dependent on what else may be available at lower prices.

- **Subsidy Policy** - Subsidy policies are usually set to support with general tax dollars services whose benefits extend to the community at large such as police services or for promoting public health.

Your Council will recall the table below from our previous fee discussions. The decision matrix helps to illustrate the analysis used when determining user benefits and fees versus appropriate taxpayer subsidies. The four rows identify different activities which have varying levels of either individual and/or public benefit. Row one lists the characteristics of an activity such as police services that is appropriately funded by taxpayers. Row four lists the characteristics of a user fee such as many types of development services for which the individual benefiting from the service should pay. The matrix doesn't provide absolute answers, but is intended to be used as a tool in identifying relevant economic and public policy issues when considering increases in user fees.

Most types of development services clearly fall into the row four category of providing individual benefit and the recommended development fees are being appropriately set to minimize the level of taxpayer subsidy for this type of service.

	WHO BENEFITS		TYPE OF SERVICE		TAX vs FEE POLICY MIX
(1)	Community	→	Public	→	100% Taxes
(2)	Primarily the Community with less individual Benefits	→	Public / Private	→	Mostly Taxes & Some Fees
(3)	Primarily the Individual with less Community Benefits	→	Private / Public	→	Mostly Fees & Some Taxes
(4)	Individual Benefit Only	→	Private	→	100% Fees

Examples of service that fall under each category:

- (1) Police services
- (2) Code Enforcement Activities
- (3) Recreation services
- (4) Development services

Planning and Development Services Fees

The development fees were last updated in Ordinance 147 on January 26, 1998. At that time the hourly rate was increased from \$74 per hour to \$93 per hour. The \$93 hour rate was developed with the intent of allowing the City to recover 80% of the cost of providing development services. With updated 1999 revenue, expenditure, and overhead numbers, the \$93 hourly service fee is now projected to recover approximately 68.8% of the full-cost of service as represented by the 2000 Proposed Budget with the following change.

Based on increased 1999 development revenue activity over the past few months, staff is recommending increasing the 2000 Proposed Budget revenue for development activities by \$90,000 (based on current rates) over the 2000 Proposed Budget revenues presented on October 25, 1999. The additional revenue from raising the development service fees to recover 80% of the full-cost of providing service would be over and above this additional \$90,000.

Based on the requirement of Initiative 695, requiring all user fee increases to be put before a vote of the people at a minimum cost of \$25,000 or a potential maximum of \$95,000 per election, the fee ordinance includes language to allow all of the City's user fees to be automatically updated on an annual basis based on the CPI. The City Council will have the option to not increase the fee schedules based on the CPI in any individual budget year.

Of the total Development Services Revenue, 66% comes from charges related to the hourly rate and 34% comes from building permit fees pursuant to the Uniform Building Code (UBC). The UBC was last updated on January 11, 1999. Since the UBC was recently updated, we are recommending, that for 2000, the UBC table be increased by the CPI (3.0%). In future years, the hourly rate and the UBC will both be increased by the CPI as part of the annual budget process unless the City chooses to not increase the fees for that year.

Staff is recommending increasing the current hourly rate from \$93 to \$114 (23%) per hour, and increasing the Building Permit fees as guided by the UBC by the CPI (3%). These new rates are based on the 2000 estimated full-cost (direct and overhead) of providing development services and the hourly rate that is required to recover 80% of the full-cost of providing development services. This increase is primarily caused by applying the City Council 80% policy to the estimated 2000 costs rather than prior year actual costs. We are still excluding program costs related to Code Preparation and Walk-In Services.

The individual Planning and Development fees on the attached fee schedule (Exhibit A) are calculated using the \$114 per hour rate and the number of hours that it has historically taken to provide each individual development service. This has the across the board affect of increasing almost all fees by 23% and the UBC building permit fees by 3%.

By increasing the hourly service rate to \$114 per hour and the building permit fees by 3%, the increase in fee revenue for 2000 is estimated to be \$180,513 (16.3%), assuming a

similar level of building activity in 2000 as is being experienced in 1999. The 2000 Proposed Budget does not reflect this additional revenue.

The total additional development services revenue that would be added to the 2000 Proposed Budget would be \$270,513. This includes the additional \$90,000 due to higher than expected 1999 development activity and \$180,513 due to these recommended fee increases.

The table below shows the various hourly rates that would need to be charged based on the percent of full-costs to be recovered, from the 80% policy up to 100%.

The City of Seattle currently charges \$110 per hour for building and \$175 per hour for land use to recover 100% of the full-costs of their services and King County is raising their charges from \$ 120 to \$126 per hour for 2000 to recover something less than 100% of their full-costs.

Hourly Rate	% of Cost Recovery	Increase Over 2000 Proposed Budget
\$ 93	68.8%	
114	80%	180,513
135	90%	341,880
155	100%	503,246

As an example of the impact of the increase in fees, the cost of a typical application for a new 2,000 square foot, single-family home valued at \$135,000, would increase by \$120.75 or 5% of the total permit fee. This reflects the cost of the building improvements only. The permit charges shown below represent 1.18% of the \$200,000 purchase price of a new home once the additional costs of land, overhead, profits, real estate fees, etc. are added to the building improvements. This and other examples are shown in the tables below.

Single-Family House	Current Charges	New Charges	Dollar Increase	Percent Increase
Permit	\$ 1,189.75	\$ 1,224.75	\$ 35.00	3%
Review	773.34	796.09	22.75	3%
Site	93.00	114.00	21.00	23%
Furnace	93.00	114.00	21.00	23%
Fireplace	93.00	114.00	21.00	23%
WSBCC*	4.50	4.50	0.00	0%
Total	\$ 2,246.59	\$ 2,367.34	\$ 120.75	5%

* Washington State Building Code Council

Other Examples

Lot Line Adjustment	\$ 465.00	\$ 570.00	\$ 105.00	23%
Grading Permit	\$ 279.00	\$ 342.00	\$ 63.00	23%
Preliminary Short Plat	\$ 2,790.00	\$ 3,420.00	\$ 630.00	23%

Since the recommended Planning and Development Services fee schedule is based on this hourly rate times staff hours for processing, the new \$114 per hour charge will increase all of the fees by 23% with two exceptions.

1. The appeal fee of \$350, as set by your Council in Ordinance No. 75, is not based on the hourly charge and remains unchanged. It was determined with the passage of that ordinance, that if the appeal fee were based on the estimated hours required to hear appeals times the hourly rate, then the appeal fee would be too high and would be prohibitive for the average citizen. This equates to a fee for about 3 hours work, when in reality, the average appeal requires from 40 to 80 hours of work. If the actual costs were charged, the appeal fees would range from \$4,560 to \$9,120 per appeal.
2. Approximately 34% of the revenues generated by Planning and Development Services are from building permits. The cost of building permits in the City of Shoreline, as well as in other cities, is based on building valuation and the Uniform Building Code (UBC) cost formula. The recommendation increases the values in the UBC by the CPI (3%).

This information is being provided to your Council in order to affirm the existing 80% policy or to establish a new policy direction for development cost recovery based on previous discussions.

We have also added a new section to the Planning and Development Services fee schedule to cover civil penalties assessed for code enforcement actions and recovery of abatement costs under our newly established Code Enforcement Program, with the intent to have all of our current fees and penalties included in our comprehensive fee schedules.

Parks and Recreation Fees

As your Council will recall from the 2000 Annual Planning and Budget Retreat, staff committed to return with a revised Parks and Recreation fee schedule. In the past, staff has reported that parks fees have been within the market range of pricing with other jurisdictions. However, in preparation of this report, an extensive analysis was conducted on a class by class basis. This analysis has identified classes and services that are priced below market.

The analysis included two critical data collection steps. First, cost of service information was refined to allocate direct costs and parks overhead costs for recreation services. Second, a thorough market analysis was developed that compared Shoreline's pricing information with that of surrounding jurisdictions. A regional average market price for each service was developed by averaging the prices charged for similar services provided by the cities of Edmonds, Mountlake Terrace, Lynnwood and North Seattle. King County pricing was used where applicable. The cities of Auburn and Kent were used to establish the average market price for the Teen Program fee based services because these were the only jurisdictions that provided a similar teen trip program for comparison. See Attachment B for the market information in the 1999 Recreation Services Analysis. This two step analysis provided the necessary framework to develop the proposed fee schedule (see Attachment A -Exhibit B for the fee schedule).

The goal of adjusting pricing at this time is to assure that we are equitably distributing the responsibility between the beneficiary of the service and the taxpayer to pay for the cost of providing recreation and parks services. The proposed price increases do not exceed market range, and increase the revenue and cost recovery of Parks programs that fall into a service mix that primarily benefits the individual rather than the whole of the community.

No fee increases are recommended that affect programs that serve primarily the community such as Celebrate Shoreline, Hamlin Haunt, other community events and the free drop-in teen programs. These programs serve the critical need of providing a truly public amenity or provide service to an under served segment of the community.

Fee increases will impact low income participants. The City of Shoreline Parks Department currently utilizes a \$9,000 grant from King County Councilmember Maggi Fimia's office for scholarships and a \$2,500 grant for a summer preschool program. These grants help to assure that low income youth and disabled participants have equal access to City programs regardless of income status. Due to Initiative 695, King County will not be providing this grant funding to the City of Shoreline in 2000. Staff is working on evaluating options for fee waivers, discounts based on ability to pay and scholarships for low income participants. A report and recommendations will be forthcoming to your Council in January 2000.

The main programs affected by the proposed fee adjustments are General Recreation Classes, Aquatics and Facility and Ball Field rentals. Listed below are a few examples of the proposed fee adjustments:

Program Area	Class Name	Current Fee	New Proposed Fee	% Change	Market Average
Aquatics	Drop in Swims	1.40	\$1.75	25%	\$1.76
Aquatics	Water Exercise	3.10	\$3.50	12%	\$3.25
Aquatics	Private Pool Rental (1-25)	\$43	\$50	16%	\$73
Aquatics	Private Pool Rental (26-60)	\$60	\$70	16%	\$79
General Rec	Pre-Ballet	\$32	\$40.5	26%	\$35.70
General Rec	Super Sitters	\$24	\$30	25%	\$26.80
General Rec	Karate for Kids	\$30	\$36	20%	\$32.30
General Rec	Skyhawks Camp	\$86	\$94.5	8.5%	\$109
General Rec	Fall Softball League	\$41(Per Game)	\$46(Per Game)	12%	\$44.87
General Rec	Yoga	\$50	\$65.25	30%	\$50
General Rec	Dog Obedience	\$65	\$68.5	5%	\$58.38
Teen Trips	River Rafting	\$55	\$60.75	10%	\$57.90
Teen Trips	Kayaking	\$20	\$25	25%	\$25.20
Facility Rental	Adult Soccer(Per Game)	\$25	\$28	12%	\$24
Facility Rental	Youth Baseball(Per Game)	\$3	\$6	100%	\$6.60
Facility Rental	Youth Baseball(Per Practice)	\$0	\$2	100%	\$3.88
Facility Rental	Adult Baseball(Per Practice)	\$6	\$12	100%	\$18

In the Aquatics program area, swim lesson prices are proposed to remain the same because they are priced at market. Drop-in admissions for recreation swims are increased by \$.35 to bring the fees into alignment with the local market. Specialty classes such as water aerobics fees are proposed to increase by \$.40 per class. The City will continue to offer the 10 punch card option. This will provide a significant discount to frequent user.

A formula is identified in the Fee Ordinance to calculate General Recreation fees. The Fee Ordinance will allow for a maximum of 50% overhead to be charged to General Recreation Programs. However, this is an upper limit. It is proposed that youth recreation class fees be calculated including 20-25% overhead and a 30-35% overhead for adult recreation classes.

The Teen Programs will continue to be subsidized heavily. The City currently offers a limited number of fee based trips for teens at a minimal charge to the participant. The proposed increases will still be priced below actual cost to provide the service.

Increases are proposed in the Facilities and Ball Field rental pricing. Adult fees will be increased from \$25 to \$28 per game, and increased from \$6 per practice to \$12 per practice. This will place adult ball field rental fees in the top of the market range.

The City of Shoreline has not charged youth sports groups for the exclusive scheduled use of City ball fields for practices. The proposed Fee Ordinance includes a \$2 per practice rental fee for youth sports. This translates to \$1 per hour. Also proposed, is a \$6 per game rental fee for youth sports. This is an increase from \$3 per game to \$6 per game. This translates to \$3 per hour.

This youth ball field rental fee increase is expected to generate a total of approximately \$13,650 in additional revenue. For example, the North King County Little League, one of

the largest consumers of field time, would be paying approximately \$4,300 more on an annual basis.

Another justification of charging youth sports for practice is the need create a system that will encourage all user groups to use their scheduled time efficiently. These increases are within the range of fees charged by surrounding jurisdictions. For example, Mountlake Terrace and Lynnwood charge \$5 an hour for practices and games, and Edmonds charges \$4 an hour for practices and games.

These are areas that may draw concern from user groups. City staff has notified the main stakeholder involved of the proposed increased fees and of the scheduled workshop discussion.

Some attrition can be expected with any increase in fees. Based on an estimated attrition rate of 10%, the proposed fee schedule would generate an estimated additional \$90,567 annually in revenue. It would increase cost recovery from 39.98% to 48.20%, and on average Parks fees would increase by 22%. The tables immediately below help to illustrate this information and highlight with more detail the impacts per program.

2000 Proposed Fee Schedule: Cost and Revenue Impacts			
Program	Current 2000 Proposed Revenue	New Revenue with Proposed Fee Schedule	% Price Increase Per Program
General Rec Family	10,686.00	\$ 1,443	15%
General Rec Preschool	20,961.00	\$ 5,022	26%
General Rec Children	102,339.00	\$ 24,970	27%
*Teen Program	32,578.00	\$ 7,330	25%
General Rec Adult	71,514.00	\$ 12,615	19%
Aquatics	191,717.00	\$ 15,391	8%
Facility Rentals	82,625.00	\$ 23,796	32%
Total	\$ 512,420	\$ 90,567	22%
*Increased price and revenue is from the teen recreation trips only.			

1999 Adjusted Parks Costs and with New Revenues (Includes % share of Parks Admin & Parks Maint.)						
Program	1999 Expenditure	1999 Revenue	1999 % of Cost Recovered	New Total Revenue Based on Year 2000	2000 Expenditures	2000 % of Cost Recovered
*Aquatics	402,058	\$ 191,717	47.68%	\$ 207,108	\$ 387,303	53.47%
**Facility Rentals	175,566	\$ 80,918	46.09%	\$ 106,421	\$ 170,930	62.26%
***General Programs	405,887	\$ 209,597	51.64%	\$ 249,550	\$ 434,853	57.39%
****Teen Program	222,808	\$ 33,255	14.93%	\$ 39,908	\$ 257,883	15.48%
Total	1,206,319	\$ 482,232	39.98%	\$ 602,987	\$ 1,250,969	48.20%
*Aquatics expenditures include all direct costs and a % share of Parks Administration overhead						
**Facilities includes \$130,920 of the Park's Maintenance budget for little league baseball and youth soccer field preparation, and a % share of Parks Administration overhead						
***General programs include \$16,078 of the Parks Maintenance budget for tennis, soccer and softball field preparation and a % share of Parks Administration overhead						
**** Teen program includes all direct costs and a % share of Parks Administration overhead						

† The new total revenue column is a combination of the new proposed fees and estimated 2000 annual revenue.

Public Records Fees

The fee schedule for the cost of reproducing public records is also included in this comprehensive City fee ordinance as Exhibit C. These fees were evaluated and were determined to be in-line with the City's current cost of reproduction. These fees will also be updated annually based on the CPI.

Because of the recommended adjustments in fees, City staff has notified the main stakeholders involved, including the developer community and the sports leagues of the proposed increased fees and of the scheduled workshop discussion.

Finally, attached is the Ordinance that would set the User Fee Schedule for City Fee Based Services. Exhibits A, B and C contain the fee schedules listing services by category along with the current fee, the recommended fee and their differences for your Council's review.

RECOMMENDATION

Staff recommends that the City Council review the City's fee based services and fee schedules and provide direction to place the update of the fee schedules on the next available City Council agenda.

ATTACHMENTS

Attachment A. - Ordinance 218

Ordinance Exhibit A – Planning and Development Services Fee Schedule

Ordinance Exhibit B - Parks and Recreation Fee Schedule

Ordinance Exhibit C - Public Records Fee Schedule

Attachment B. – 1999 Recreation Services Price Analysis

ORDINANCE 218

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ADOPTING REVISED FEES FOR SERVICES FOR LAND USE AND BUILDING PERMIT DEVELOPMENT APPLICATIONS, FOR PARKS AND RECREATION, AND FOR PUBLIC RECORDS CHARGES, AND REPEALING PREVIOUSLY ADOPTED FEE SCHEDULES.

WHEREAS, the City has an overhead allocation plan to calculate both the direct and indirect cost of providing City services; and

WHEREAS, the City has utilized the overhead allocation plan to conduct user fee studies during 1997, 1998, and 1999 of the City's development and parks and recreation fees to arrive at recommendations on appropriate fee levels for the City's fee based services; and

WHEREAS, the results of these studies were presented and discussed with the City Council; and

WHEREAS, the costs of services and user fees have now been updated to reflect the 2000 Proposed Budget and revenues and the staff has prepared recommended 2000 fee schedules for development services, parks and recreation, and public records charges;

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

Section 1. Adoption of Development Services Fee Schedule. The City Manager or designee is authorized to charge applicants for development and land use permits received by the City's Permit Center, the amounts set forth in the Development Services Fee Schedule, as presented in Exhibit A to this ordinance.

Section 2. Adoption of Parks and Recreation Fee Schedule. The City Manager or designee is authorized to charge applicants for the City's recreation programs and for rental of the City's park facilities, the amounts set forth in the Parks and Recreation Fee Schedule, as presented in Exhibit B to this ordinance.

Section 3. Adoption of Public Records Fee Schedule. The City Manager or designee is authorized to charge for copies of written records, maps, photographs, audio and video tape recordings and diskettes, and other material as requested through the disclosure for public records process, as presented in Exhibit C to this ordinance.

Section 4. Annual Adjustments. The fee schedules in Exhibits A, B and C shall be automatically updated on an annual basis on January 1st of each year by the Seattle Consumer Price Index for all urban consumers (CPI-U). The adjustment shall be calculated each year and included in the City Manager's Proposed Budget. The annual adjustment shall be based on the CPI-U average for the period that includes the last six months of the previous budget year and the first six months of the current budget year. The City Manager may choose to not include annual CPI-U adjustments in the City Manager's Proposed Budget and the City Council may choose to not include annual CPI-U adjustments in the Adopted Budget for select user fees in any individual budget year without impacting the full force of this section for subsequent budget years.

The annual adjustments to the fees in Exhibit A shall be rounded to the nearest dollar with the exception of the Building Permit fees which shall be rounded to the nearest quarter dollar. The annual adjustments to the fees in Exhibits B and C shall be rounded to the nearest quarter dollar.

Section 5. Repealer. The fee schedules as enacted in Ordinance No. 147 (update of City Fee schedules) and Ordinance No. 188 (uniform building code update) are hereby repealed.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL ON DECEMBER ____, 1999.

Mayor Scott Jepsen

ATTEST:

APPROVED AS TO FORM:

Sharon Mattioli
City Clerk

Ian Sievers
City Attorney

Date of Publication: _____, 1999

Effective Date: _____, 1999

Shoreline Development Services Fee Schedule
Fees Based on \$114 per Hour

Exhibit A.

Type of Permit Application	Current Fees	New Fees	Fee Change	Hour Change
Appeals	\$ 350	\$ 350	0.00	0.0
Accessory Dwelling	\$ 0	\$ 114	114.00	0.0
Binding Site Plan	\$ 189 deposit plus \$93/hour	\$ 228 deposit plus \$93/hour	39.49	(0.0)
Lot Line Adjustment	\$ 465 deposit plus \$93/hour	\$ 570 deposit plus \$93/hour	105.00	0.0
Building Permit	1997 Uniform Building Code	1997 Uniform Building Code	3% rounded to	
<u>Valuations</u>		Plus CPI Increase (3.0%)	nearest quarter dollar	
\$1 - \$500	\$ 23.50	\$ 24.25	0.75	
\$501 - \$2,000	\$23.50 + \$3.05 / \$100	\$24.25 + \$3.25 / \$100	0.75	
\$2,001 - 25,000	\$69.25 + \$14.00 / \$1K	\$71.25 + \$14.50 / \$1K	2.00	
\$25,001 - \$50,000	\$391.25 + \$10.10 / \$1K	\$403.00 + \$10.50 / \$1K	11.75	
\$50,001 - \$100,000	\$643.75 + \$7.00 / \$1K	\$663.00 + \$7.25 / \$1K	19.25	
\$100,001 - \$500,000	\$993.75 + \$5.60 / \$1K	\$1,023.50 + \$5.75 / \$1K	29.75	
\$500,001 - \$1,000,000	\$3,233.75 + \$4.75 / \$1K	\$3,330.75 + \$5.00 / \$1K	97.00	
\$1,000,001 +	\$5,608.75 + \$3.65 / \$1K	\$5,777.00 + \$3.75 / \$1K	168.25	
All Other Plan Reviews or work	Hourly Rate (hour minimum)	Hourly Rate (hour minimum)		
Construction Permit for Work Commenced Without a Building Permit	None	Twice the Applicable Building Permit Fee		
Conditional Use Permit	\$ 2,790 plus public hearing \$1,750 (if required)	\$ 3,420 plus public hearing \$1,750 (if required)	630.00	0.0
Continuation and/or Minor Alteration of Nonconforming Use	\$ 94 deposit plus \$93/hour	\$ 114 deposit plus \$93/hour	19.74	(0.0)
Home Occupation	Hourly Rate (hour minimum)	Hourly Rate (hour minimum)		
<u>Environmental Review</u>				
Environmental Checklist:				
Single Family	\$ 930	\$ 1,140	210.00	0.0
Multi-Family/Commercial	\$ 1,395	\$ 1,710	315.00	0.0
Environmental Impact Statement Review	\$ 3,142 deposit plus \$93/hour	\$ 3,990 deposit plus \$93/hour	848.11	1.2
Grading Permit	\$ 276 deposit plus \$93/hour	\$ 342 deposit plus \$93/hour	65.51	0.0
Sensitive Area Permit	\$ 628 plus \$93/hour	\$ 912 plus \$93/hour	283.62	1.2
Rezone	\$ 4,650 plus public hearing \$1,750	\$ 6,840 plus public hearing \$1,750	2,190.00	10.0
<u>Shoreline Substantial Development:</u>				
Shoreline Exemption	\$ 189	\$ 228	39.49	(0.0)
Substantial Development Permit (based on valuation)				
up to \$10,000	\$ 1,357	\$ 1,710	352.70	0.4
\$10,000 to \$500,000	\$ 3,142	\$ 3,876	734.11	0.2
Over \$500,000	\$ 10,682	\$ 6,840	(3,842.43)	(54.9)

Shoreline Development Services Fee Schedule
Fees Based on \$114 per Hour

Exhibit A.

Type of Permit Application	Current Fees	New Fees	Fee Change	Hour Change
Shoreline Variance	\$ 2,790 plus public hearing \$1,750 (if required)	\$ 3,420 plus public hearing \$1,750 (if required)	630.00	0.0
Sign Permit	\$ 189 plus \$93/hour	\$ 228 plus \$93/hour	39.49	(0.0)
Special Use Permit	\$ 4,650 plus public hearing \$1,750	\$ 5,700 plus public hearing \$1,750	1,050.00	0.0
Street Vacation	\$ 2,790 plus public hearing \$1,750	\$ 4,560 plus public hearing \$1,750	1,770.00	10.0
<u>Subdivisions:</u>				
Preliminary Short Plat	\$ 2,790 for two lot shortplat, plus public hearing \$1,750 (if required)	\$ 3,420 for two lot shortplat, plus public hearing \$1,750 (if required)	630.00	0.0
	\$ 279 for each additional lot	\$ 342 for each additional lot		
Final Short Plat	\$ 465	\$ 912	447.00	3.0
Site Development (Engineering Plans Review and Inspections)	\$ 1,116	\$ 1,368	252.00	10.0
Short Plat Change	\$ 943	\$ 1,368	425.43	1.9
Preliminary Subdivision	\$ 3,519 plus \$31/lot plus public hearing \$1,750	\$ 4,332 plus \$31/lot plus public hearing \$1,750	813.08	0.2
Final Subdivision	\$ 2,765 plus \$19/lot	\$ 3,420 plus \$19/lot	655.14	0.0
Variances	\$ 2,765 plus public hearing \$1,750 (if required)	\$ 3,420 plus public hearing \$1,750 (if required)	655.14	0.3
<u>Right-of-Way:</u>				
Minimum Administrative Fee	\$50 plus \$93 per hour	\$50 plus \$93 per hour		
<u>All Other Work:</u>				
All Other Fees Per Hour	\$ 93 /hour	\$ 114 /hour	21.00	0.0
Pre-Application for Rezone	\$ 60	\$ 114 /hour	54.00	

Shoreline Development Services Fee Schedule
Fees Based on \$114 per Hour

Exhibit A.

Code Enforcement Fees

Civil Penalties

A. A civil penalty for violation of the terms and conditions of a notice and order shall be imposed in the amount of \$500. The total initial penalties assessed for notice and orders and stop work orders pursuant to this chapter shall apply for the first fourteen-day period following the violation of the order, if no appeal is filed. The penalties for the next fourteen day period shall be one hundred fifty percent of the initial penalties, and the penalties for the next fourteen day period and each such period or portion thereafter shall be double the amount of the initial penalties.

B. Any responsible party who has committed a violation of the provisions of the Critical Areas chapter will not only be required to restore damaged critical areas, insofar as that is possible and beneficial, as determined by the Director of the Department of Planning and Development Services, but will also be required to pay civil penalties in addition to penalties under Section A, for the redress of ecological, recreational, and economic values lost or damaged due to the violation. Civil penalties will be assessed according to the following factors:

1. An amount determined to be equivalent to the economic benefit that the responsible party derives from the violation measured as the total of:

a) The resulting increase in market value of the property; and

b) The value received by the responsible party; and

c) The savings of construction costs realized by the responsible party as a result of performing any act in violation of the chapter; and

2. A penalty of \$1,000 if the violation was deliberate, the result of knowingly false information submitted by the property owner, agent, or contractor, or the result of reckless disregard on the part of the property owner, agent, or their contractor. The property owner shall assume the burden of proof for demonstrating that the violation was not deliberate; and

3. A penalty of \$2,000 if the violation has severe ecological impacts, including temporary or permanent loss of resource values or functions.

C. A repeat violation means a violation of the same regulation in any location within the city by the same responsible party, for which voluntary compliance previously has been sought or any enforcement action taken, within the immediate preceding 24 consecutive month period, and will incur double the civil penalties set forth above.

City Abatement Costs

The City shall be reimbursed all direct costs of repairs, alterations or improvements, or vacating and closing, or removal or demolition, incurred in abatement of any nuisance defined by City ordinance including reimbursement of actual hourly employee wages and benefits.

Shoreline Development Services Fee Schedule / Fire Permit Fees*Fees based on \$114 per Hour*

		Current Fees	New Fees	Fee Change
<u>Automatic Fire Alarm System</u>				
Tenant Improvement (Each additional zone over one \$37.00)		\$ 279	\$ 342	\$ 63
New System		372	456	84
<u>Cryogenic Tank</u>				
		279	342	63
<u>Dip Tank</u> (incorporating flammable or combustible liquids)				
		372	456	84
<u>Fiberglass Operations</u>				
		372	456	84
<u>Fire Extinguishing Systems</u>				
Commercial Cooking Hoods: : 1 to 12 flow points		279	342	63
More than 12		372	456	84
Other Fixed System Locations		372	456	84
<u>Fire Pumps</u>				
		372	456	84
<u>Flammable/Combustible Liquids</u>				
Commercial Tanks:	Aboveground Tank Installations (first tank)	186	228	42
	Underground Tank Installations (first tank)	186	228	42
	Underground Tank Installations (additional)	93	114	21
	Underground Tank Piping (with new tank)	186	228	42
	Underground Tank Piping Only (vapor recovery)	279	342	63
	Underground Tank Removal (first tank)	186	228	42
	(additional)	47	57	11
Residential Tanks:	Removal or Decommission	93	114	21
<u>Flammable Liquid Mixing / Dispensing Room</u>				
		372	456	84
<u>Hazardous Materials Containment Systems</u>				
	Spill Control	186	228	42
	Drainage Control/Secondary Containment	372	456	84
<u>Hazardous Materials Storage Tanks</u>				
		279	342	63
<u>High Piled Storage</u>				
Class I - IV Commodities:	501 - 2,500 square feet	186	228	42
	2,501 - 12,000 square feet	279	342	63
	Over 12,000 square feet	372	456	84
High Hazard Commodities:	501 - 2,500 square feet	279	342	63
	Over 2,501 square feet	465	570	105
<u>Hydrants / Water Mains</u>				
		279	342	63
<u>LPG (Propane) Tanks</u>				
Commercial		279	342	63
Residential		186	228	42

Shoreline Development Services Fee Schedule / Fire Permit Fees*Fees based on \$114 per Hour*

		Current Fees	New Fees	Fee Change
<u>Medical Gas Systems</u>	(add \$18.50 per outlet to fee)	279	342	63
<u>Spray Booth</u>		372	456	84
<u>Sprinkler Systems (Each Riser)</u>				
New Systems	(plus \$1.85 per head)	465	570	105
Tenant Improvement:	1 to 10 heads	279	342	63
	11 to 20 heads	372	456	84
	More than 20 heads (plus \$1.85 per head)	465	570	105
Residential (R-3) 13-D System, Up to 30 heads		465	570	105
13-D Systems with more than 30 heads add \$1.85 per head				
<u>Standpipe Systems</u>		372	456	84
<u>Underground Sprinkler Supply</u>		279	342	63

Additional Fees:

Projects that exceed the normal limits of anticipated work hours required for plans review or inspections because of scale or complexity may be assessed additional fees. All fees are calculated at \$108 per hour.

Reinspection fees may be assessed if work is incomplete, corrections not completed or the allotted time is depleted. Fees will be assessed at \$108 per hour, minimum one hour.

City of Shoreline Parks and Recreation Fee Schedule

Exhibit B.
Old
Fee Change

SHORELINE POOL

Public Swims:

Children 4 & Under	Free		
Youth 5 to 17 years	\$ 1.75 per person per session	1.40	0.35
Senior 60+ years	1.75 per person per session	1.40	0.35
Disabled	1.75 per person per session	1.40	0.35
Adult	2.75 per person per session	2.25	0.50
Family, Parent & Their Children	7.00 Family, Parent & Their Children	6.00	1.00
Reduced Swim Nights	0.75 per youth; \$1.50 per adult	0.75	0.00

Swim Lessons:

Parent & Tot	2.50 per class	2.50	0.00
Preschool (1-5)	3.65 per class	3.65	0.00
Youth (1 & 2)	3.65 per class	3.65	0.00
Youth (3-7)	3.10 per class	3.10	0.00
Adult	3.65 per class	3.65	0.00

Water Exercise Fees

Adult			
Each Class	\$ 3.50	3.10	0.40
10 Class Card	28.00 (\$2.80 per class)	23.00	5.00
Senior			
Each Class	\$ 2.75	2.25	0.50
10 Class Card	22.00 (\$2.20 per class)	16.00	6.00

Pool Rentals:

If an individual or organization rents the pool and if spectator admissions/sales are charged on-site, 20% of the gross amount will be collected by and for the City of Shoreline. For sale of goods, user groups must complete a Short-Term Concessionaire Permit.

1. Private Rentals			
1 to 25 people	\$ 50.00 per hour	43.00	7.00
26 - 60 people	70.00 per hour	60.00	10.00
61 - 90 people	90.00 per hour	80.00	10.00
91 - 120 people	110.00 per hour	95.00	15.00
121 - 150 people	130.00 per hour	120.00	10.00
2. Special Interest Groups	\$ 40.00 per hour	36.00	4.00
Pool Rental Special Interest Groups are groups that use the pool to teach or practice water skills, such as SCUBA or kayaking. These groups have trained instructors and leaders.			
3. School Districts	\$ 23.00 per hour	23.00	0.00
4. Swim Teams			
When sharing the pool	\$ 5.00 per lane	19.50 per hour	
When using the entire pool	7.00 per lane	30.00 per hour	
Swim Teams include Swimming, Diving, Synchronized Swimming, and Water Polo. These groups have trained coaches and are registered with a national organization.			

City of Shoreline Parks and Recreation Fee Schedule

Family Membership Program

(Entitles member to all public swims and adults to all adult swims)

Youth, Senior, Disabled				
10 Swim Pass	\$ 14.00	12.00	2.00	
3 Month Pass	55.00	50.00	5.00	
Annual Pass	130.00	120.00	10.00	
Adult				
10 Swim Pass	\$ 22.00	16.00	6.00	
3 Month Pass	85.00	80.00	5.00	
Annual Pass	205.00	195.50	9.50	
Family				
10 Swim Pass	\$ 56.00	45.00	11.00	
3 Month Pass	130.00	120.00	10.00	
Annual Pass	340.00	325.80	14.20	
Locker Fees	\$ 0.25 per locker			

RECREATION CLASSES & PROGRAMS

1. General Recreation Classes and Programs

General recreation classes and programs includes classes for preschool through senior adult-aged participants in the arts, sports, fitness and wellness, special interest, and environmental education interest areas.

The charge for general recreation classes and programs shall be based on the direct cost of providing the class plus a 50% overhead charge. The direct costs include the full cost of all instructors, facility rentals, supplies, transportation and promotional efforts, and all other services related to the offering of the class or program.

2. Special Recreation Classes and Summer Playground Programs

Special Recreation classes and programs includes classes offered for developmentally disabled participants. Summer Playground Programs serve youth in the community. A large portion of participants in these programs are lower income.

The charge for Special Recreation classes and Summer Playground Programs shall be based on the direct cost of providing the class plus a 50% overhead charge.

3. Teen Classes and Programs

Teen classes and programs include recreation programs for middle and high school aged youth.

The charge for Teen recreation classes and programs shall be based on the direct cost of providing the class plus a 50% overhead charge.

Annual Adjustments for 1, 2 and 3

The City Manager may propose, and the City Council may adopt, a smaller overhead percentage for any or all recreation classes and programs and may reduce fees for classes and programs under 2 and 3 below direct costs.

ATHLETIC FIELDS

1. Baseball/Softball fields				
a. Adult	\$ 28.00 per game	25.00	3.00	
b. Youth	6.00 per game	3.00	3.00	
c. Seniors 55 or older	6.00 per game	0.00	6.00	
d. Practice Fields - Youth	2.00 per practice	0.00	2.00	
e. Practice Fields - Adults	12.00 per practice	6.00	6.00	
2. Soccer and Other Field Sports				

Exhibit B.

Old

Fee Change

City of Shoreline Parks and Recreation Fee Schedule

a. Adult	\$ 28.00 per game	25.00	3.00
b. Youth	6.00 per game	3.00	3.00
c. Practice Fields - Youth	2.00 per practice	0.00	2.00
d. Practice Fields - Adults	12.00 per practice	6.00	6.00
3. Tournament Field Rental Fee			
a. Adult	\$ 25.00 per game	25.00	0.00
b. Youth	11.00 per game	11.00	0.00
c. Tournament Field Cancellation Fee	6.00 per game	6.00	0.00
4. Athletic field lights	11.00 per hour	10.00	1.00
5. Field Reservation Form Processing Fee			
Under 75 games/practices	\$ 10.00	10.00	0.00
75-200 games/practices	20.00	20.00	0.00
200+ games/practices	50.00	50.00	0.00

CONCESSION/FACILITY USE

If an individual or organization rents a City facility and if spectator admissions/sales are charged on-site, 20% of the gross amount will be collected by and for the City of Shoreline. For sale of goods, user groups must complete a Short-Term Concessionaire Permit.

RICHMOND HIGHLANDS RECREATION CENTER

1. Rentals During Non-Public Hours:			
Entire building	\$ 33.00 per hour (2 hour minimum)	33.00	0
Gymnasium Only	16.50 per hour (2 hour minimum)	16.50	0
2. All groups assessed a \$5.00 handling/processing fee per reservation form.			

OUTDOOR FACILITIES (Picnic Shelters)

Any groups renting outdoor facilities for activities including, but not limited to, dog shows, outdoor weddings, day camps, Fun Runs and organized picnics will pay according to the following fee schedule.)

1 - 100 Participants	\$ 50.00 per day Monday-Friday	45.00	5
	60.00 per day Saturday-Sunday	55.00	5
101 + participants	0.50 per participant per day	0.40	0

Reservation Form Handling Fee: All groups will be assessed a \$5.00 processing fee per Reservation Form.

PARKS SPECIAL USE

The charge for special use permits for parks facilities shall be based on the full cost of providing the park facility or services requested. The City Manager may propose, and the City Council may adopt, a smaller overhead percentage for parks special uses and may lower the fees below the full cost of providing the facility or services requested.

City of Shoreline Public Records Fee Schedule

Materials Copied on the Copier	\$ 0.15	per page if more than five pages
Materials provided on Computer Diskettes	1.50	per disk
Video Tapes	11.55	per tape
Audio Tapes	2.00	per tape
Photos/Slides	\$2 - \$20	depending on size and process
Colored Maps (up to (11" x 17"))	1.50	
Large Copies (24" x 36")	3.00	
Mylar Sheets	5.00	

1999 Recreation Services Price Analysis

Attachment B.

Regional Average Market Price is based on comparisons with the Cities of Edmonds, Mountlake Terrace, Lynnwood, and North Seattle, except for the Swimming Pool which replaced Northshore/King County for Edmonds and the Teen Program which only used the Cities of Auburn and Kent.					
Recreation Service	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
Public Swims:	<u>Per Person/Per Session</u>		<u>Per Person/Per Session</u>		
Children 4 & Under	Free		Free		Free
Youth 5 to 17	\$ 1.40		\$ 1.76		\$ 1.75
Senior 60+ years	\$ 1.40		\$ 1.68		\$ 1.75
Disabled	\$ 1.40		\$ 1.68		\$ 1.75
Adult	\$ 2.25		\$ 2.39		\$ 2.75
Family: Parent & Their Children	\$ 6.00		\$ 6.17		\$ 7.00
Reduced Fee Swim Nights	\$ 0.75		N/A		\$0.75/youth 1.50/adults
Swim Lessons:		\$2.25, 2.50, 3.00, 3.10 & 3.65 per half-hour	\$3.10 - \$3.60 per half hour	3.10 & 3.65 per half hour	
Water Exercise Fees:					
Adult	<u>per class</u>		<u>per class</u>		
Each Class	\$ 3.10		\$ 3.25		\$ 3.50
10 Class Card	\$ 23.00	\$ 2.30	N/A	\$ 2.80	\$ 28.00
Senior					
Each Class	\$ 2.25	\$ 1.60	\$ 2.66	\$ 2.20	\$ 2.75
10 Class Card	\$ 16.00		N/A		\$ 22.00
Pool Rentals:					
1. Private Rentals					
1 to 25 people		\$ 43.00	\$ 73.70	\$ 50.00	
26 - 60 people		\$ 60.00	\$ 79.10	\$ 70.00	
61 - 90 people		\$ 80.00	\$ 96.25	\$ 90.00	
91 - 120 people		\$ 95.00	\$ 113.75	\$ 110.00	
121 - 150 people		\$ 120.00	\$ 127.50	\$ 130.00	
2. Special Interest Groups		\$ 36.00	\$ 64.00	\$ 40.00	
3. School Districts		\$ 23.00	N/A	\$ 23.00	

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Total hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
4. Swim Teams						
When sharing the pool		\$3.25/lane	\$ 19.50	\$ 6.84/lane	option	\$ 5.00/lane
When using the entire pool		\$5.00/lane	\$ 30.00	N/A	\$	\$7.00/lane
Pass Program (Entitles holder to all public swims)						
		per person/per		per person/per session		
Youth, Senior, Disabled						
10-Swim Pass		\$ 12.00		\$ 13.50		\$ 14.00
3-Month Pass		\$ 50.00		\$ 51.70		\$ 55.00
Annual Pass		\$ 120.00		\$ 125.00		\$ 130.00
Adult						
10-Swim Pass		\$ 16.00		\$ 19.67		\$ 22.00
3-Month Pass		\$ 80.00		\$ 80.00		\$ 85.00
Annual Pass		\$ 195.50		\$ 202.75		\$ 205.00
Family						
10-Swim Pass		\$ 45.00		N/A		\$ 56.00
3-Month Pass		\$ 120.00		\$ 130.00		\$ 130.00
Annual Pass		\$ 325.80		\$ 335.00		\$ 340.00
Locker Fees		\$ 0.25		N/A	N/A	\$ 0.25

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Current Game Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Game Fee
ATHLETIC FIELDS					
1. Baseball/Softball fields					
a. Adult	25.00/game	\$ 16.67 (1.5 hours)	\$ 13.88/hour	\$ 18.67	\$ 28.00/game
b. Youth	3.00/game	\$ 1.50 (2 hours)	\$ 3.30/hour	\$ 3.00	\$ 6.00/game
c. Seniors 55 or older	Free		\$ 2.00/hour	\$ 4.00	\$ 6.00/game
d. Practice fields	\$ 6.00/practice	Adult: \$3.00 (2 hours) Youth: Free (2 hours)	Adult: \$ 9.34/hour Youth: \$3.88/hour	Adult: \$ 6.00/hour Youth: \$1.00/hour	\$12.00/practice Youth:
2. Soccer and other field sports					
a. Adult	\$ 25.00/game	Adult: 14.29 (1.75 hrs)	13.88/hour	\$ 16.00	\$ 28.00/game
b. Youth	\$ 3.00/game	Youth: \$1.72 (1.75 hrs)	3.30/hour	\$ 3.43	\$ 6.00/game
c. Practice fields	\$ 6.00/practice	Adult: 3.00 (2 hrs) Youth: Free (2 hrs)	Adult: \$ 9.34/hour Youth: \$3.88/hour	Adult: \$ 6.00/hour Youth: \$1.00/hour	\$12.00/practice Youth:
3. Tournament Field Rental Fee					
a. Adult	25.00/game		16.40/game		\$ 25.00/game
b. Youth	11.00/game		7.63/game		\$ 11.00/game
Cancellation Fee	6.00/game		N/A		\$ 6.00/game
4. Athletic Field Lights		\$ 10.00	Adult: 7.00/hour Youth: 6.00/hour	\$ 11.00	
5. Field Reservation Form Processing Fee					
Under 75 games/practices		\$ 10.00	N/A	\$ 10.00	
75-200 games/practices		\$ 20.00	N/A	\$ 20.00	
200+ games/practices		\$ 50.00	N/A	\$ 50.00	

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Current Reservation Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Reservation Fee
FACILITY RENTALS					
<u>Recreation Center Rentals</u>					
Meetings during public hours		\$ 2.50	N/A	category	
<u>Exclusive Use</u>					
Entire Building		\$ 33.00	\$ 21.00	\$ 33.00	
Gym Only		\$ 16.50	\$ 18.25	\$ 16.50	
Processing Fee	5.00/reservation		N/A		5.00/reservation
<u>Picnic Shelter Rentals</u>					
<u>Weekdays</u>					
1-100 participants	\$ 45.00	N/A	\$ 44.00	N/A	\$ 50.00
101+ participants	\$45.00 plus .40 per participant	N/A	N/A	N/A	\$50.00+ .50 per participant
<u>Weekends</u>					
1-100 participants	\$ 55.00	N/A	\$ 44.00	N/A	\$60.00 + .50 per participant
101+ participants	\$55.00 plus .40 per participant	N/A	N/A	N/A	
Processing Fee	5.00/reservation		N/A	N/A	5.00/reservation

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Class Hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
GENERAL RECREATION FEE-BASED PROGRAMS						
<i>(all fees are per participant per class unless otherwise noted)</i>						
Family						
Bird Watching Adventures	1.5	\$3.00	\$	2.00 \$	2.50 \$	3.75
Take a Walk On The Wild	2	\$3.00	\$	1.50 \$	2.00 \$	4.00
Family Tennis Lessons	4	\$15.00	\$	3.75 N/A	4.68 \$	18.75
Family Tennis Lessons- family of 4 or more	4	\$60.00	\$	15.00 N/A	16.50 \$	66.00
Preschool						
Creative Dance	6	\$	\$	5.33 \$	6.75 \$	40.50
Toddler Tunes	6	\$	\$	7.50 \$	9.40 \$	54.00
Wiggles and Giggles	6	\$	\$	5.33 \$	6.75 \$	40.50
Musical Magic	6	\$	\$	7.50 \$	9.00 \$	54.00
Musical Creations	3	\$	\$	8.33 \$	9.85 \$	29.55
Musical Tales	3	\$	\$	8.33 \$	9.85 \$	29.55
Pre-Ballet	6	\$	\$	5.33 \$	6.75 \$	40.50
Parent/Tot Music & Movement	2.5	\$	\$	12.00 \$	12.00 \$	30.00
Kindermusik for Babies	6	\$	\$	9.17 \$	10.15 \$	61.00
Kindermusik - Beginning	4	\$	\$	13.75 \$	13.75 \$	55.00
Kindermusik - Growing With	4	\$	\$	11.25 \$	11.25 \$	45.00
Hot Shots Basketball	3	\$	\$	9.67 \$	10.64 \$	32.00
Little Kickers Soccer	3	\$	\$	9.67 \$	10.64 \$	32.00
Mini-Major Leaguers	3	\$	\$	9.67 \$	10.64 \$	32.00

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Class Hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
Boeing Creek Explorers	1	\$ 3.00	\$ 3.00	N/A	\$ 3.75	\$ 3.75
Indoor Playground	1.5	\$ 2.00	\$ 1.33	\$ 0.88	\$ 1.70	\$ 2.50
Funastics (8 weeks)	6	\$ 38.00	\$ 6.33	\$ 6.11	\$ 7.00	\$ 42.00
Playground Pals	16	\$ 30.00	\$ 1.88	N/A	Subsidy Program	(See Narrative)
Environmental Explorers	2	\$ 3.00	\$ 1.50	N/A	\$ 2.00	\$ 4.00
Skyhawks Mini-Hawk Camp - Summer	15	\$ 78.00	\$ 5.20	\$ 3.64	\$ 5.75	\$ 86.25
Safety First	1	\$ 3.00	\$ 3.00	N/A	\$ 3.00	\$ 3.00
Kids						
Paint & Swim	14	\$ 64.00	\$ 4.57	N/A	\$ 5.75	\$ 80.50
Art & Swim	14	\$ 64.00	\$ 4.57	N/A	\$ 5.75	\$ 80.50
Curtain Call Theater Camp	40	\$ 210.00	\$ 5.25	N/A	\$ 5.75	\$ 230.00
Cultural Arts Explosion Camp	22.5	\$ 105.00	\$ 4.67	N/A	\$ 5.15	\$ 116.00
Mad Science Camp	15	\$ 110.00	\$ 7.33	N/A	\$ 7.33	\$ 110.00
Safety First	1	\$ 3.00	\$ 3.00	N/A	\$ 3.00	\$ 3.00
Ballet I	8	\$ 40.00	\$ 5.00	\$ 5.95	\$ 6.25	\$ 50.00
Hip Hop Jazz	8	\$ 40.00	\$ 5.00	\$ 5.95	\$ 6.25	\$ 50.00
Clogging	8	\$ 40.00	\$ 5.00	\$ 5.95	\$ 6.25	\$ 50.00
Young Ladies & Gentlemen	3	\$ 30.00	\$ 10.00	\$ 13.00	\$ 12.50	\$ 37.50
Beauty Basics	6	\$ 35.00	\$ 5.83		\$ 7.30	\$ 43.75
Starting Point	4	\$ 35.00	\$ 8.75	\$ 11.25	\$ 8.75	\$ 35.00
Super Sitters	6	\$ 24.00	\$ 4.00	\$ 4.48	\$ 5.00	\$ 30.00
Friends Are Fun	3	\$ 20.00	\$ 6.67		\$ 6.67	\$ 20.00
I'm Peer Proof (3 hours)	6	\$ 25.00	\$ 4.17	N/A	\$ 5.22	\$ 31.50
Stages	7.5	\$ 58.00	\$ 7.73	\$ 7.50	\$ 8.50	\$ 63.75

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Class Hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
Karate For Kids	9 \$	30.00 \$	3.33 \$	3.59 \$	4.00 \$	36.00 \$
Jumpin' Gymnastics	8 \$	45.00 \$	5.63 \$	6.11 \$	7.00 \$	56.00 \$
Tennis Courtstars Camp	8 \$	48.00 \$	6.00 \$	5.32 \$	6.50 \$	52.00 \$
Jr. Tennis Team	24 \$	65.00 \$	2.71 \$	9.79 \$	3.50 \$	84.00 \$
Tennis & Swim Weeks	12 \$	38.00 \$	3.17 \$	N/A	4.00 \$	48.00 \$
Basketball & Swim Weeks	12 \$	38.00 \$	3.17 \$	N/A	4.00 \$	48.00 \$
Soccer & Swim Weeks	12 \$	38.00 \$	3.17 \$	N/A	4.00 \$	48.00 \$
Skyhawks Camps	12 \$	71.00 \$	5.92 \$	3.64 \$	6.50 \$	78.00 \$
Skyhawks Camps	15 \$	78.00 \$	5.20 \$	3.64 \$	5.72 \$	85.80 \$
Skyhawks Camps	30 \$	86.00 \$	2.87 \$	3.64 \$	3.15 \$	94.50 \$
Sportszone	12 \$	52.00 \$	4.33 \$	N/A	5.00 \$	60.00 \$
Skyhawks Spring Break Camp	10 \$	68.00 \$	6.80 \$	N/A	5.00 \$	50.00 \$
Playground Program	30 \$	45.00 \$	1.50 \$	N/A	Subsidy Program	(See Narrative)
Teen		Subsidy Program			Subsidy Program	(See Narrative)
The Write Stuff	12 \$	15.00 \$	1.25 \$	N/A	1.60 \$	19.20 \$
REI Pinnacle Climb	3 \$	10.00 \$	3.33 \$	2.95 \$	4.15 \$	12.45 \$
Enchanted Parks Trip	6.5 \$	10.00 \$	1.54 \$	N/A	2.00 \$	13.00 \$
Snowboarding (lift ticket only)	10.5 \$	25.00 \$	2.38 \$	4.19 \$	3.00 \$	31.50 \$
Snowboarding (lift ticket & rental)	7.5 \$	45.00 \$	6.00 \$	4.19 \$	7.50 \$	56.25 \$
Monroe Ropes Course	8 \$	40.00 \$	5.00 \$	3.75 \$	6.25 \$	50.00 \$
Northwest Trek	8.5 \$	10.00 \$	1.18 \$	N/A	1.50 \$	12.75 \$
Hikes	9.5 \$	10.00 \$	1.06 \$	N/A	1.50 \$	14.25 \$
Kayaking	6 \$	20.00 \$	3.33 \$	4.82 \$	4.20 \$	25.20 \$
Greenlake Groove Out	8 \$	18.00 \$	2.25 \$	N/A	2.82 \$	22.50 \$
Mountain Biking	10 \$	32.00 \$	3.20 \$	N/A	4.00 \$	40.00 \$
River Rafting	9 \$	55.00 \$	6.11 \$	6.44 \$	6.75 \$	60.75 \$
Wild Waves	6.5 \$	24.00 \$	3.69 \$	2.90 \$	3.75 \$	24.50 \$
Mariners Game	6.5 \$	15.00 \$	2.31 \$	3.10 \$	2.89 \$	19.00 \$
Camping Overnight	32 \$	40.00 \$	1.25 \$	1.62 \$	2.00 \$	64.00 \$
Pizza, Pop & Painting	15 \$	20.00 \$	1.33 \$	N/A	1.70 \$	25.50 \$

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Class Hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
Theater Arts Splash	6	\$ 25.00	\$ 4.17	N/A	\$ 5.22	\$ 31.50
Art Adventure Trips						
Pioneer Square	5	\$ 5.00	\$ 1.00	N/A	\$ 1.50	\$ 7.50
Richard Hugo House	5	\$ 5.00	\$ 1.00	N/A	\$ 1.50	\$ 7.50
Pac NW Ballet	5	\$ 15.00	\$ 3.00	N/A	\$ 3.75	\$ 18.75
Actor's Toolbox	7.5	\$ 10.00	\$ 1.33	N/A	\$ 1.50	\$ 11.25
High School Improv	5	\$ 10.00	\$ 2.00	N/A	\$ 2.50	\$ 12.50
Adult						
Kruckeberg Garden Tour	2	\$ 20.00	\$ 10.00		\$ 13.00	\$ 26.00
Feng Shui	2.5	\$ 27.00	\$ 10.80	\$ 9.50	\$ 13.50	\$ 33.75
Investment Mgt. Basics	6	\$ 15.00	\$ 2.50		\$ 3.25	\$ 19.50
Home Buyer Seminar	3	\$ 10.00	\$ 3.33	\$ 1.25	\$ 3.50	\$ 10.50
Survival Skills for Single Parents	3	\$ 25.00	\$ 8.33	\$ 5.00	\$ 10.00	\$ 30.00
Investing in a Volatile Market	2	\$ 5.00	\$ 2.50	\$ 1.25	\$ 3.00	\$ 6.00
Thai Cooking	2	\$ 20.00	\$ 10.00	\$ 8.00	\$ 12.00	\$ 24.00
Holiday Hors D'oeuvres	2.5	\$ 25.00	\$ 10.00	\$ 8.00	\$ 12.00	\$ 30.00
Cooking Once-a-Month	3	\$ 25.00	\$ 8.33	\$ 8.00	\$ 12.00	\$ 36.00
Indian Cooking	2	\$ 20.00	\$ 10.00	\$ 8.00	\$ 12.00	\$ 24.00
Be a 30-Minute Gourmet	2.5	\$ 25.00	\$ 10.00	\$ 8.00	\$ 12.00	\$ 30.00
Nutrition for a Healthy & Busy Lifestyle	2	\$ 25.00	\$ 12.50	\$ 8.00	\$ 12.50	\$ 25.00
Breath of Life	2	\$ 17.00	\$ 8.50	N/A	\$ 10.60	\$ 21.25
Intro to Fitness	1.25	\$ 10.00	\$ 8.00	N/A	\$ 9.60	\$ 12.00
Sound Healing	3	\$ 30.00	\$ 10.00	N/A	\$ 12.00	\$ 36.00
Mind/Body Fitness NIA (1 X week)	5	\$ 35.00	\$ 7.00	N/A	\$ 8.40	\$ 42.00
Mind/Body Fitness NIA (2 X week)	10	\$ 60.00	\$ 6.00	N/A	\$ 7.20	\$ 72.00

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Class Hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
Yoga	9	\$ 50.00	\$ 5.56	\$ 5.60	\$ 7.25	\$ 65.25
Dog Problem Seminar	2	\$ 10.00	\$ 5.00	N/A	\$ 6.25	\$ 12.50
Dog Obedience Classes	7	\$ 65.00	\$ 9.29	\$ 8.34	\$ 9.75	\$ 68.50
Get Published/ Magazine Writing	12.5	\$ 70.00	\$ 5.60	\$ 5.60	\$ 7.00	\$ 87.50
Beginning Fiction	11.25	\$ 40.00	\$ 3.56	\$ 8.00	\$ 4.45	\$ 50.00
Power Writing	4.5	\$ 45.00	\$ 10.00	\$ 10.00	\$ 12.50	\$ 56.25
Beginning Poetry	8	\$ 56.00	\$ 7.00	\$ 7.00	\$ 8.75	\$ 70.00
Nonfiction Book Proposals	2.25	\$ 25.00	\$ 11.11	\$ 10.00	\$ 14.00	\$ 31.50
Career, Marketing	2	\$ 25.00	\$ 12.50	\$ 6.00	\$ 15.60	\$ 31.50
Creativity, Mystery, Essays	5	\$ 40.00	\$ 8.00	\$ 5.00	\$ 10.00	\$ 50.00
Secrets of Good Writing	2.5	\$ 25.00	\$ 10.00	\$ 10.00	\$ 12.50	\$ 31.25
Write About Your Life	12	\$ 50.00	\$ 4.17	\$ 5.00	\$ 6.25	\$ 75.00
Travel Writing	4	\$ 40.00	\$ 10.00	\$ 8.75	\$ 12.50	\$ 50.00
Dialogue, grammar, Write from the heart	3	\$ 30.00	\$ 10.00	\$ 11.66	\$ 12.50	\$ 37.50
Adult Beginning Tennis	8	\$ 29.00	\$ 3.63	\$ 3.57	\$ 4.75	\$ 38.00
Martha Stewart Wanna bees	2	\$ 7.00	\$ 3.50	N/A	\$ 4.55	\$ 9.00
Ukrainian Easter Egg Decoration	5	\$ 30.00	\$ 6.00	N/A	\$ 7.80	\$ 39.00
Voluntary Simplicity	2	\$ 15.00	\$ 7.50	N/A	\$ 9.75	\$ 19.50
How does Your Garden Grow	1.5	\$ 5.00	\$ 3.33	N/A	\$ 4.33	\$ 6.50
Composting	2	\$ 5.00	\$ 2.50	N/A	\$ 3.25	\$ 6.50
Jazzercise (10 weeks)	10	\$ 40.00	\$ 4.00	\$ 5.00	\$ 5.20	\$ 52.00
Afterwork Aerobics	10	\$ 40.00	\$ 4.00	\$ 5.00	\$ 5.20	\$ 52.00
Drop-In Programs						
Senior Adult Volleyball	2	\$ 1.00	\$ 0.50	\$ 0.75	\$ 0.50	\$ 1.00
Coed Volleyball	2.5	\$ 3.00	\$ 1.20	\$ 0.76	\$ 1.20	\$ 3.00
Basketball	2.5	\$ 3.00	\$ 1.20	\$ 0.76	\$ 1.20	\$ 3.00

1999 Recreation Services Price Analysis

Attachment B.

Recreation Service	Class Hours	Current Class Fee	Current Hourly Fee	Regional Average Hourly Market Price	Recommended Hourly Fee	Recommended Class Fee
Leagues		PER GAME		PER GAME	PER GAME	
Men's Basketball		\$ 45.00		\$ 47.75	\$ 49.50	
Men's Slowpitch Softball - Summer		\$ 41.81		\$ 44.87	\$ 46.00	
Men's Fall Softball		\$ 41.81		\$ 44.87	\$ 46.00	
Co-Rec Softball		\$ 42.82		\$ 45.39	\$ 47.11	
Specialized Recreation (for the developmentally disabled)						
Adult Community Choices		Subsidy Program			(See Narrative)	
One day a week	40	\$ 114.00	\$ 2.85	N/A	\$ 2.85	\$ 114.00
Trips						
Goin' Downtown	4	\$ 12.00	\$ 3.00	\$ 3.13	\$ 3.60	\$ 14.40
Bowling & Mr. Bills	4	\$ 12.00	\$ 3.00	\$ 3.13	\$ 3.60	\$ 14.40
Funtasia	4	\$ 8.00	\$ 2.00	\$ 3.13	\$ 3.60	\$ 14.40
Reptile man	3.5	\$ 12.00	\$ 3.43	\$ 3.13	\$ 3.60	\$ 12.60
Baseball Trip	6	\$ 16.00	\$ 2.67	\$ 3.13	\$ 3.60	\$ 21.60
Mus. of Flight & Gasworks	5	\$ 12.00	\$ 2.40	\$ 3.13	\$ 3.60	\$ 18.00
Hit the Greens	4	\$ 6.00	\$ 1.50	\$ 3.13	\$ 3.60	\$ 14.40
Cinco de Mayo	4	\$ 8.00	\$ 2.00	\$ 3.13	\$ 3.60	\$ 14.40
Fly a Kite	4	\$ 8.00	\$ 2.00	\$ 3.13	\$ 3.60	\$ 14.40
Husky Game	4.5	\$ 8.00	\$ 1.78	\$ 3.13	\$ 3.60	\$ 16.20
Flowers, Eggs & Fun	3	\$ 6.00	\$ 2.00	\$ 3.13	\$ 3.60	\$ 10.80

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: 2000 Operating and Capital Budget Discussion
DEPARTMENT: Finance
PRESENTED BY: Joe Meneghini, Finance Director

EXECUTIVE / COUNCIL SUMMARY

By this November 29th City Council meeting, your Council will have conducted two budget workshops covering individual departmental budgets and the 2000 capital budget.

On November 29th we will provide a summary to your Council of all of the known changes and/or outstanding issues that have arisen since the 2000 Budget was first proposed on October 25th. This will include changes due to the passage of Initiative 695, the adoption of utility taxes, the adoption of the 2000 property tax levy, other issues that have arisen during the first two budget workshops, and expected changes due to the other two issues that are on tonight's agenda, franchise fees on Seattle Public Utilities and an update to the City's comprehensive fee schedules.

Based on these changes to the 2000 Proposed Budget and discussion and input from your Council, staff will return on December 6th with a comprehensive summary of all adjustments to the 2000 Proposed Budget for the public hearings on fee adjustments and the 2000 Proposed Budget.

RECOMMENDATION

Review adjustments and continue discussion on the 2000 Proposed Budget, and provide City Council input to staff on the 2000 operating and capital budgets.

Approved By: City Manager LB City Attorney N/A