Council Meeting Date: August 20, 2001 **Agenda Item: 7(b)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of August 03, 2001
DEPARTMENT:	Finance
PRESENTED BY:	Al Juarez, Financial Operations Supervisor

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to approve expenses formally at the meeting. The following claims expenses have been reviewed by C. Robert Morseburg, Auditor on contract to review all payment vouchers.

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of $2,538,168.38 specified in the following detail:

Payroll and benefits for June 24 through July 07 in the amount of $300,383.76 paid with check/voucher numbers 2928, 5882-5954, 280001-280136, and benefit checks 9365 through 9374.

Payroll and benefits for July 08 through July 21 in the amount of $353,947.68 paid with check/voucher numbers 5955-6028, 300001-300136, and benefit checks 9620 through 9631.

The following claims examined by C. Robert Morseburg paid on July 11, 2001:

Expenses in the amount of $-118.59 reversed on Expense Register dated 06/11/01 with the following claim checks voided: 8985 and

Expenses in the amount of $38,425.54 paid on Expense Register dated 07/05/2001 with the following claim checks: 9252-9257 and

Expenses in the amount of $2,169.62 paid on Expense Register dated 07/05/2001 with the following claim checks: 9258-9265 and

Expenses in the amount of $7,371.71 paid on Expense Register dated 07/05/2001 with the following claim checks: 9266-9272 and

Expenses in the amount of $21,451.72 paid on Expense Register dated 07/05/2001 with the following claim checks: 9273-9286 and

Expenses in the amount of $268.00 paid on Expense Register dated 07/09/2001 with the following claim checks: 9287 and

Expenses in the amount of $450.00 paid on Expense Register dated 07/09/2001 with the following claim checks: 9288 and

Expenses in the amount of $355.59 paid on Expense Register dated 07/09/2001 with the following claim checks: 9289 and

Expenses in the amount of $4,218.29 paid on Expense Register dated 07/09/2001 with the following claim checks: 9290-9294 and

Expenses in the amount of $4,922.89 paid on Expense Register dated 07/10/2001 with the following claim checks: 9295-9302 and

Expenses in the amount of $4,090.89 paid on Expense Register dated 07/10/2001 with the following claim checks: 9303-9311 and

Expenses in the amount of $341,315.78 paid on Expense Register dated 07/10/2001 with the following claim checks: 9312-9341 and

Expenses in the amount of $1,290.98 paid on Expense Register dated 07/11/2001 with the following claim checks: 9342.

The following claims examined by C. Robert Morseburg paid on July 20, 2001:

Expenses in the amount of $7,860.39 paid on Expense Register dated 07/12/2001 with the following claim checks: 9343-9349 and

Expenses in the amount of $31,596.70 paid on Expense Register dated 07/16/2001 with the following claim checks: 9350-9357 and

Expenses in the amount of $10,082.07 paid on Expense Register dated 07/16/2001 with the following claim checks: 9358-9364 and

Expenses in the amount of $2,552.59 paid on Expense Register dated 07/17/2001 with the following claim checks: 9375 and

Expenses in the amount of $4,663.41 paid on Expense Register dated 07/17/2001 with the following claim checks: 9376-9387 and

Expenses in the amount of $37,124.41 paid on Expense Register dated 07/18/2001 with the following claim checks: 9388-9400 and

Expenses in the amount of $45,282.48 paid on Expense Register dated 07/18/2001 with the following claim checks: 9401-9411 and

Expenses in the amount of $17,762.00 paid on Expense Register dated 07/18/2001 with the following claim checks: 9412 and

Expenses in the amount of $153,400.56 paid on Expense Register dated 07/19/2001 with the following claim checks: 9413-9422 and

Expenses in the amount of $6,958.85 paid on Expense Register dated 07/19/2001 with the following claim checks: 9423-9431 and

Expenses in the amount of $4,083.20 paid on Expense Register dated 07/19/2001 with the following claim checks: 9432-9442 and

Expenses in the amount of $13,221.57 paid on Expense Register dated 07/19/2001 with the following claim checks: 9443-9454 and

Expenses in the amount of $151,105.92 paid on Expense Register dated 07/19/2001 with the following claim checks: 9455-9465 and

Expenses in the amount of $41,741.60 paid on Expense Register dated 07/19/2001 with the following claim checks: 9466-9467.

The following claims examined by C. Robert Morseburg paid on July 27, 2001:

Expenses in the amount of $14,302.31 paid on Expense Register dated 07/24/2001 with the following claim checks: 9468-9477 and

Expenses in the amount of $3,438.29 paid on Expense Register dated 07/25/2001 with the following claim checks: 9478-9486 and

Expenses in the amount of $40,589.04 paid on Expense Register dated 07/25/2001 with the following claim checks: 9487-9490 and

Expenses in the amount of $25,553.23 paid on Expense Register dated 07/26/2001 with the following claim checks: 9491-9506 and

Expenses in the amount of $60,897.86 paid on Expense Register dated 07/26/2001 with the following claim checks: 9507-9521 and

Expenses in the amount of $458,360.26 paid on Expense Register dated 07/26/2001 with the following claim checks: 9522-9525.

The following claims examined by C. Robert Morseburg paid on August 3, 2001:

Expenses in the amount of $33,257.77 paid on Expense Register dated 07/30/2001 with the following claim checks: 9526-9540 and

Expenses in the amount of $5,741.57 paid on Expense Register dated 07/30/2001 with the following claim checks: 9541-9558 and

Expenses in the amount of $22,478.91 paid on Expense Register dated 07/30/2001 with the following claim checks: 9559-9580 and

Expenses in the amount of $100,495.16 paid on Expense Register dated 08/01/2001 with the following claim checks: 9581-9604 and

Expenses in the amount of $155,322.59 paid on Expense Register dated 08/01/2001 with the following claim checks: 9605-9619 and

Expenses in the amount of $4,600.86 paid on Expense Register dated 08/02/2001 with the following claim checks: 9632-9640 and

Expenses in the amount of $5,150.92 paid on Expense Register dated 08/02/2001 with the following claim checks: 9641.

Approved By: City Manager ____ City Attorney ___

Council Meeting Date: August 20, 2001 **Agenda Item: 7(c)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Meridian Park Neighborhood Association Mini-Grant of $5,000
DEPARTMENT: Community/Government Relations
PRESENTED BY: Joyce Nichols, C/GR Manager

EXECUTIVE / COUNCIL SUMMARY

The Meridian Park Neighborhood Association is requesting $5,000 in 2001 Mini-Grant funds to make improvements to Meridian Park.

The neighborhood will remove invasive plants and trash and plant native trees, shrubs and herbaceous plants in the park. Plants were selected with assistance from Shoreline Parks Superintendent Kirk Peterson to complement existing greenery at the park and require minimal maintenance after introduction.

Twenty-one volunteers have agreed to donate over 500 hours in work parties to complete the project. This commitment includes watering plants during the summer of 2002 to ensure their survival until they can establish root systems to thrive independently at the park.

Project Budget	
Shrubs (99)	1,280
Wetland plants (139)	1,275
Herbaceous plants (130)	1,150
Trees (21)	345
Ferns (25)	250
Work party supplies	180
Copying, miscellaneous	160
Contingency costs	360
TOTAL	**$5,000**

Project Match:	
Volunteer labor to: Remove invasive plants (blackberry, holly, etc.), plant shrubs, trees and ferns, and watering through spring/fall 2002:	
500 hours x $10/hour	$5,000
TOTAL MATCH	**$5,000**

Background:

Resolution No. 54 established the Neighborhoods Mini-Grant Program, with the process and administration of the funds to be handled by the Office of Neighborhoods. The allocation of the total funds available is determined from year to year by appropriation of the City Council. All such grants to individual neighborhood associations are governed by rules approved by the City Council on October 7, 1996 and amended on November 23, 1998. Grants must be approved by your Council prior to their implementation.

Mini-Grants provide equal grants of up to $5,000 to each of the active, organized, qualifying neighborhood associations in the City of Shoreline. Neighborhood associations are required to match Mini-Grant funds. A match may be generated from co-sponsoring groups, businesses, organizations, schools, media, in-kind donations and/or "sweat equity."

Mini-Grant project categories include the following:

- Projects that create or enhance a tangible improvement in the neighborhood;
- Projects that disseminate information and increase awareness of the goals and mission of the neighborhood association to the neighborhood community;

Projects that directly benefit a public agency or organization and its immediate neighborhood, and that require the active involvement of both the public agency and members of the neighborhood in planning and carrying out the program.

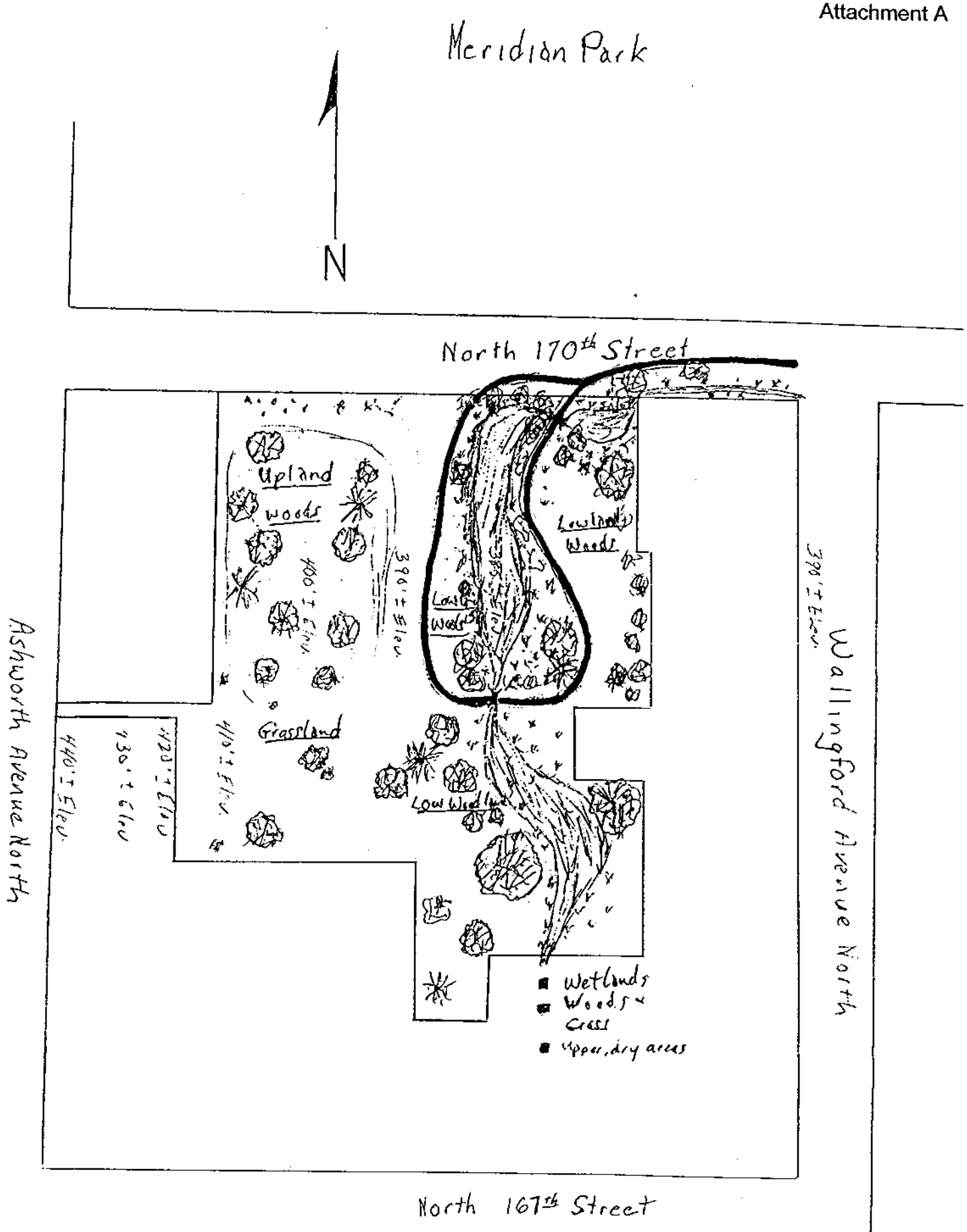
RECOMMENDATION

Staff recommends authorization of $5,000 in Mini-Grant funds for the Meridian Park Neighborhood Association to purchase trees, shrubs, and herbaceous and wetland plants for Meridian Park.

ATTACHMENTS

Attachment A: Schematic of Meridian Park
Attachment B: Recommended Plant List for Meridian Park
Attachment C: Volunteer list for Meridian Park Project
Attachment D: Letter of Support from Parks Superintendent

Approved By: City Manager City Attorney ___


Meridian Park
N
North 170th Street
Upland Woods
Lowland Woods
Lowland Woods
Grassland
Low Wood
Ashworth Avenue North
Wallingford Avenue North
North 167th Street
Wetlands
Woods
Grass
Upper, dry areas

RECOMMENDED PLANT LIST FOR MERIDIAN PARK

TREES:

Big Leaf Maple	3	Oregon Ash	3
Sitka Spruce	2	Coastal Pine	2
Bitter Cherry	3	Black Cottonwood	3
Cascara	5		

SHRUBS:

Vine Maple	5	Service Berry	5
Black Hawthorn	3	Bog Rosemary	3
Laurel Bog	3	Pacific Crabapple	3
Labrador Tea Bog	3	Black Twinberry	7
Indian Plum	5	Ocean Spray	7
Pacific Ninebark	5	Red Currant	5
Nootka Rose	5	Red Twig Dogwood	15
Red Elderberry	5	Common Snowberry	5
Thimble Berry	10	Rhododendron, Pacific	5
Western Azalea	3		

HERBACEOUS:

Bunchberry	20	Wild Ginger	20
Columbine	15	Bleeding Heart	15
Lilly of the Valley	15	Foam Flower	10
Fringe Cup	10	Trillium	10
Dagger Leaf Rush	25	Small Flower Rush	30
Smooth Stem Sedge	25	Slough Sedge	30
Maiden Hair Fern	10	Lady Fern	5
Skunk Cabbage	5	Coastal Strawberry	15
Deer Fern	10	Cattail	15

MERIDIAN PARK TIME COMMITMENT

NAME	ADDRESS	HOURS COMMITTED
Pam Johnson	1622 Meridian Ave. N.	40 *
Carlie and Joann Schultz	17838 Ashworth Ave. N	20
Kellie Swenson	2308 N. 149th	28
Sandra Banducci	1224 N. 169th	24 *
Eric Lindahl	1224 N. 169th	24
Alessandro Lindahl Banducci	1224 N. 169th	15
Jim Gunn	16755 Wallingford N.	20
Haydra, Erin, Ryan Gunn	16755 Wallingford N.	40
Kendra Sorenson	16757 Wallingford N.	10
Debbi Greene	16757 Wallingford N.	10
Charlotte Cunningham	16757 Wallingford N.	10
Jack and Claudine Erlandson	15714 Burke Ave. N.	60
Richard Johnson	16730 Meridian Ave. N.	25+
Joanne Hargrave	18119 Densmore N.	15
David Nicol	1618 N. 170th	10
Elizabeth Moore	1618 N. 170th	10
Dick Decker	16037 Burke Ave. N.	60 *

* Indicates donation of plants

Dick Decker and Pam Johnson have expended 43 hours in organizing and preparing the grant request.

TOTAL 464 hours

CITY OF SHORELINE

6/28/01

Dear Office of Neighborhoods:

Recently, the City of Shoreline Parks Department had the opportunity to work with the Meridian Park Neighborhood Association. The Association would like to use City mini-grant funds to purchase native plants. These plants would be installed at Meridian Park. Staff has worked closely with the Association in the selection and site location of these plants.

Staff truly appreciates Meridian Park Neighborhood Association's hard work and their efforts are fully endorsed by the Park Maintenance Department.

Please do not hesitate to contact me with any questions.

Thank you,

Kirk Peterson

Kirk Peterson

Parks Superintendent

CC: Wendy Barry, Parks, Recreation and Cultural Services Director

Council Meeting Date: August 20, 2001 **Agenda Item: 7(d)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Accept the Lowest Responsive Construction Bid for the Richmond Highlands Community Center
DEPARTMENT:	Public Works
PRESENTED BY:	William L. Conner, Public Works Department

PROBLEM/ISSUE STATEMENT:

The purpose of this staff report is to request your Council's approval of a low and responsive construction bid for the Richmond Highlands Community Center Project. Staff opened bids for this project and is requesting your Council's approval in order to begin the construction work. This project is included in the City's 2001 – 2006 Capital Improvement Program (CIP).

ALTERNATIVES ANALYZED:

The following provides a brief summary of the alternatives available for your Council's consideration:

- Approve a low and responsive bid and authorize the City Manager to execute a construction contract with the low and responsive bidder
- Reject the bids received and direct staff to re-advertise the project

In addition, the plans and specifications also included the following three bid alternatives for your Council's consideration:

- Bid alternative 1 includes replacement of office windows with vinyl framed insulated glass windows
- Bid alternative 2 includes removal and construction of a new entry way to enhance the structure's aesthetic appeal and to improve building access
- Bid Alternative 3 includes removal and replacement of gym windows with vinyl framed insulated glass windows

FINANCIAL IMPACT:

The 2001 (CIP) budget for project construction is $668,000. The engineer's base bid estimate is $528,000.

Summary of Bid Results

Contractor	RAS	Bidwell	Steele Corp	Flag	Nu-Bolt	Pellco	Briere & Assoc.
Base Bid	$417,831	$434,708	$484,853	$486,671	$554,192	$570,900	$596,350
Alternative #1	$13,800	$13,885	$7,435	$11,768	$14,797	$8,900	$6,906
Alternative #2	8,500	$4,171	$10,521	$38,907	$13,600	$26,200	$27,120
Alternative #3	6,500	$25,311	$1,378	$6,508	$6,963	$1,600	$724
Total	$446,631	$478,075	$504,187	$543,854	$589,552	$607,600	$631,100

RECOMMENDATION

Staff recommends that your Council accept the low responsive bid and authorize the City Manager to execute a contract with RAS, in the amount of $446,631 including the three bid alternates. Due to the inherent uncertainties involved with renovating old buildings such as the Community Center, staff also recommends your Council authorize the City Manager to execute change orders up to 15% of the original contract amount.

Approved By: City Manager City Attorney ___

INTRODUCTION

Staff has received and opened construction bids for the Richmond Highlands Community Center Project. Staff is recommending that your Council approve a low and responsive bid and authorize the City Manager to execute a construction contract to begin the construction work for the project.

BACKGROUND

On November 15, 1999, your Council considered the phasing and funding scenario for the master plan for the Richmond Highlands Recreation Center. The scope of work for the proposed improvements to the recreation center include the following:

- A single stall uni-sex restroom built to Americans with Disabilities Act (ADA) standards
- Seismic upgrades
- Mechanical, electrical and plumbing upgrades

On May 20, 2000, your Council approved a professional design contract with Kubota Kato Chin, Inc. to design the Richmond Highlands Community Center. After the completion of the design, staff advertised this project on July 11, 16, 18 & 23, 2001. On August 8, 2001, the City Clerk's Office received and opened seven bids from qualified contractors

ALTERNATIVES ANALYSIS

With the completion of the Richmond Highlands Community Center Project, staff is fulfilling Goal No. 3 identified in your Council's 2001 – 2001 Work Plan. After reviewing the base bid along with the three bid alternatives, staff has determined that RAS has submitted the lowest responsive low bid for the construction work.

The 2001 CIP Budget for the Richmond Highlands Community Center totals $684,716 for the construction phase including the construction administration and contingency. Staff contends that the project budget provides sufficient funding to pay for the low and responsive base bid submitted by RAS along with the addition of the three bid alternatives. The engineer's base bid estimate for this project is $528,000 (including Washington State Sales Tax). The company of RAS has the lowest base bid along with the three bid alternatives totaling $446,631. Staff has reviewed the low bidder's qualifications and recommends that RAS be awarded the contract for the project. Staff anticipates that construction activities will begin in September 2001. The contractor has 130 days to complete the project after the Notice to Proceed has been issued. Staff will closely monitor the contractor to minimize any inconvenience to the general public.

RECOMMENDATION

Staff recommends that your Council accept the low responsive bid and authorize the City Manager to execute a contract with RAS, in the amount of $446,631 including the three bid alternates. Due to the inherent uncertainties involved with renovating old buildings such as the Community Center, staff also recommends your Council authorize the City Manager to execute change orders up to 15% of the original contract amount.

Council Meeting Date: August 20, 2000 **Agenda Item:** 7(e)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize City Manager to Sign Interlocal Agreement with the State of Washington to Receive Funding for Commute Trip Reduction Implementation
DEPARTMENT:	Planning and Development Services
PRESENTED BY:	Tim Stewart, Director Sarah Bohlen, Transportation Planner

PROBLEM/ISSUE STATEMENT:

The state Commute Trip Reduction (CTR) law directs City Governments to manage programs that encourage commuting by carpool/vanpool, public transit and alternative forms of transportation. The City must execute an interlocal agreement with the State of Washington in order to receive funding from the state to support the City's programs in compliance with this legislation.

ALTERNATIVES ANALYZED:

- Execute the proposed interlocal agreement – This only requires the City to provide the programs supported by the state funding provided through the agreement.
- Reject the proposed interlocal agreement – The City would still be required to comply with the CTR law, but would not be eligible for state funding to support related programs.

FINANCIAL IMPACT:

The proposed agreement runs for two years, July 1, 2001 through June 30, 2003.

- Funding provided for first year (July 2001 through June 2002) $9,231.63.
- Funding provided for the second year will depend on future action by the state legislature, but is not expected to change significantly from that for the first year.

The City will budget and expend only those funds provided by the state through the proposed interlocal agreement.

RECOMMENDATION

Authorize the City Manager to sign the Commute Trip Reduction Implementation Interlocal Agreement with the State of Washington, thus enabling the City to receive CTR Technical Assistance Funding.

Approved By: City Manager _____ City Attorney N/A

INTRODUCTION

In passing the Commute Trip Reduction (CTR) legislation in 1991, the State Legislature allocated technical assistance funds to assist in implementing and monitoring performance of the CTR law. The CTR law directs City Governments to manage programs that encourage commuting by carpool/vanpool, public transit and alternative forms of transportation. This is a funded mandate from the State of Washington.

BACKGROUND / ANALYSIS

The City is required to manage the CTR program within its jurisdiction and coordinate the activities of public and private employers with sites of 100 or more employees. There are six CTR sites in Shoreline: Shoreline Community College, Crista Ministries, WSDOT, City of Shoreline, and two state agencies located on the Fircrest Campus. The City of Shoreline is responsible for ensuring that these sites are complying with the CTR law and to provide the sites with assistance, training, and other programs that may reduce the dependence on single occupant vehicles.

The State provides funding to support CTR programs that are allocated to cities by each county. Previously the funds were distributed to counties, then passed on to cities. Changes in State Law now allow the funds to come directly to the cities. Shoreline is due to receive $9,231.63 for the fiscal year July 1, 2001 through June 30, 2002. The State Legislature has not yet agreed upon the funding level for the second year of the biennium, but the funding level is expected to be similar to the first year. The Interlocal Agreement has modification and termination provisions should the funding for CTR change. Shoreline received the Interlocal agreement proposal from the State in July (retroactive to July 1, 2001). This agreement allows the City to accept this funding. We will invoice the State on a quarterly basis to cover our expenses related to implementing and monitoring the CTR law. This agreement is similar to the last biennium agreement from July 1, 1999 to June 30, 2001.

The City of Shoreline utilizes the CTR Technical Assistance funds to contract with King County CTR Services to monitor, evaluate and assist the six Shoreline sites in complying with the law. If we do not accept these funds, we will either fall out of compliance with State Law or be responsible for funding the program through our general funds. In the past, Shoreline has contracted with King County to provide administrative services for this program. King County CTR Services contracts with almost all cities in King County for this service. Staff plans to continue this relationship with King County and will present an interlocal for your Council to consider shortly.

RECOMMENDATION

Authorize the City Manager to sign the Commute Trip Reduction Implementation Interlocal Agreement with the State of Washington, thus enabling the City to receive CTR Technical Assistance Funding.

Council Meeting Date: August 20, 2001 **Agenda Item: 7(f)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Agreement With Seattle City Light For The Use Of The Interurban Right-Of-Way For A City Trail
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Kristoff T. Bauer, Assistant to the City Manager

PROBLEM/ISSUE STATEMENT: The City is in the final design phase of the construction of a trail through the City roughly paralleling the Aurora corridor. Seattle City Light owns the Interurban right-of-way upon which most of the trail is proposed to be constructed. The proposed agreement authorizes the City to complete this project and operate the trail into the future.

FINANCIAL IMPACT: There are no costs associated with the proposed agreement that are not related to the construction and operation of the trail and already anticipated in budget estimates related thereto.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a memorandum of agreement with Seattle City Light relating to the City's use of their Interurban right-of-way for a public trail substantially in the form attached.

Approved By: City Manager KTB City Attorney

INTRODUCTION

The City, and the County before the City's incorporation, have been working for years to develop Shoreline's portion of a regional trail system that is planned to eventually run from South King County up through Seattle and Shoreline into Snohomish County. Most of this system is proposed for development on past railroad right-of-ways that have since been acquired by electrical utilities for use as transmission corridors. A 25-year agreement with Seattle City Light for the use of their interurban right-of-way for the construction of Shoreline's segment of this regional trail system is proposed for Council consideration.

BACKGROUND

The last time Council reviewed an agreement related to this topic was during the summer of 1998 in relation to an agreement prepared between City Light and King County. As Council may recall, that agreement would have obligated the City of Shoreline, as the trail operator, to potentially significant annual payments to City Light, restricted Shoreline's permitting authority, and included a number of other provisions that supported a staff recommendation to oppose the completion of that agreement. As an alternative, staff included the issue in City Light franchise negotiations.

As the franchise came together in 1999, specific language regarding the I-Trail was not ready for completion. Further, a number of the granting agencies providing funds for the I-Trail require demonstration of a minimum 25-year use authorization. Including the trail use authorization within a 15-year franchise agreement would not have met these minimum grant requirements. The franchise adopted between Shoreline and City Light did include a commitment by City Light to favorably consider Shoreline requests to use their property for public purposes including trails, and for them to treat Shoreline as if it were part of Seattle, respecting Council's policies and working cooperatively with City departments.

City Light and the Seattle Department of Transportation (SeaTran) recently executed an agreement related to SeaTran's use of City Light's interurban right-of-way south of Shoreline to construct a segment of this regional trail system. That agreement is very similar to the one presented tonight for Council consideration.

ANALYSIS

The following is a summary of the key terms of the proposed agreement:

- ❖ Mutual Offsetting Benefits: The agreement recognizes that each party derives value from the agreement that offsets any costs the parties may incur as a result of the agreement. More specifically:
  - ⇒ Shoreline agrees to take on the following responsibilities from which City Light derives some benefit:
    - To design and construct the trail to also function as a roadway for City Light maintenance equipment

- To remove litter and debris in the areas of the right-of-way improved by the City and those areas adjacent thereto impacted by trail users
- To provide security patrols similar to those provided on other City trails
- To design, install, and maintain surface water systems necessary to handle any additional water flow from new impervious surfaces, and to pay any increased surface water assessment resulting from the trail improvements if any
- To share environmental liability as discussed below

⇒ City Light agrees to take on the following responsibilities from which City Light derives some benefit:

- To permit Shoreline to utilize the Right of Way
- To conduct its customary plan review, inspection and administrative activities related to the design, construction, maintenance, and operation of the Trail for compatibility with City Light's current and anticipated uses of the Right of Way
- To share environmental liability as discussed below

❖ Term: 25 years with opportunities for further extension

❖ City Permitted Use: Trail use for pedestrians, bicycles, other non-motorized muscle-powered vehicles and wheeled recreational equipment, and for small motorized wheel chairs and like equipment to permit Trail use by disabled users

❖ Utility Use: The agreement makes it clear that City Light's utility use of the trail is dominant and that trail related improvements will be removed or relocated by the City if necessary to avoid interfering with that use.

❖ Relocation: The agreement describes a specific process for deciding when trail related improvements must be removed or relocated to make way for utility needs. Alternatives would be considered first and any dispute would be resolved by communication directly between the City Manager and City Light Superintendent.

❖ Environmental Liability: The parties have agreed to split the cost of remediating any environmental problems discovered as a result of the City's trail related activities. The City's potential liability is capped at 15% of the trail construction budget. (Staff had a preliminary environmental assessment performed along the right-of-way and will work to minimize the risk of environmental liability.)

❖ Liability for Costs: The City is also liable to City Light for any increase in utility operation or facility construction costs they may incur to accommodate the City's use. The City is not liable for costs related to non-utility uses. This is significantly different then the "lost rent" language related to non-utility uses of the property that was included in the prior King County agreement. Staff is working with City Light to design the trail to minimize the potential that it will adversely impact City Light's utility usage of the right-of-way resulting in potential City liability.

Current non-utility uses of the City Light property are either consistent with both the utility and the proposed trail uses, or they are on short-term leases. There is

no relocation requirement associate with terminating these leases. The City has no obligation to relocate or otherwise adjust its trail use to facilitate non-City Light utility use of the Interurban property.

Staff is in the process of designing the south and very north segments (145th Avenue to 155th Avenue and 185th to 205th) of the Interurban Trail. That design is expected to be 60% complete in September when staff plans to return to Council for input on the design and for approval of an amendment to the design contract to add the design for the trail segment from 155th to the Top Foods development.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a memorandum of agreement with Seattle City Light relating to the City's use of their interurban right-of-way for a public trail substantially in the form attached.

ATTACHMENTS

Attachment A – Shoreline Interurban Trail Memorandum of Agreement

ATTACHMENT A

Shoreline Interurban Trail

Memorandum of Agreement

P.M.#260418-3-419 et al

This Memorandum of Agreement (Agreement) between the City of Seattle and its City Light Department (City Light) and the City of Shoreline (Shoreline) sets forth the terms and working guidelines for the design, construction, operation and maintenance of a multi-use trail (Interurban Trail or Trail) within the boundaries of the portion of the City of Seattle-owned PNT Transmission Line Right of Way lying between North 145th Street and North 200th Street in Shoreline (Right of Way), which functions primarily as an electrical utility right of way administered by City Light.

General Principles
Shoreline acknowledges that the primary purpose of the Right of Way is for the transmission and distribution of electricity, and that the Interurban Trail must be built, operated and maintained subject to laws, regulations, and operational requirements governing electric utilities and the transmission and distribution of electricity.

City Light acknowledges that co-location of the Interurban Trail in the Right of Way will enhance the transportation options and recreational opportunities of Shoreline and Seattle citizens, both of which are important City of Seattle policy objectives. City Light and Shoreline agree to work together cooperatively to develop the Interurban Trail within the Right of Way.

The City Manager of Shoreline and the Superintendent of City Light may negotiate additional terms to resolve any issues that may arise in implementing this Agreement.

Management/Control of the Right of Way
City Light will continue to control and manage the Right of Way. City Light will retain the right to enter any part of the Right of Way, including that portion occupied by the Interurban Trail, at any time and for any purpose necessary or incidental to City Light's operation as an electrical utility. Shoreline agrees that the Trail must not impair, restrict, obstruct, displace, prevent, or deprive City Light of its present or future use of the Right of Way to meet its objectives and the demands of its customers, and that the Trail must not compromise the safety or reliability of the electric utility system or the safety of utility workers.

Permitted Use
Trail use will be limited to pedestrians, bicycles, other non-motorized muscle-powered vehicles and wheeled recreational equipment, and for small motorized wheel chairs and like equipment to permit Trail use by disabled users. Motorized vehicles necessary for the construction, maintenance, operation, inspection, rehabilitation or repair of Trail facilities, and for providing

police, security, fire and emergency services, will be permitted on the Trail and in the Right of Way.

Term of Agreement
This Agreement will continue for a period of twenty-five (25) years commencing on the date of its execution and may be renewed by mutual agreement of the parties, unless it is terminated on another date by either party pursuant to this Agreement.

Use Restrictions
No kite flying, operation of model airplanes, use of firearms, or any other activity that endangers the safe and continued operation of the utility system or that endangers any person, including utility workers, will be allowed on the Interurban Trail. No motorized vehicles, except those described under "Permitted Uses" and those used by City Light, its agents, or permittees, will be allowed to use the Trail.

Non-exclusive use
Use of a portion of the Right of Way for the Interurban Trail is a non-exclusive use. City Light reserves the right to permit other entities or individuals the use of all or any portion of the Right of Way, including the area occupied by the Trail, for other incidental purposes compatible with the Trail, and to permit other utilities to use any portion of the Right of Way for the benefit of City Light or the public or pursuant to law, orders, or requirements of the Federal Energy Regulatory Commission or any other government entity with authority to make such orders. City Light agrees to keep Shoreline informed of all proposed or pending uses that would occupy any portion of the Trail area, or could affect the safe operation of the Trail, providing as much advance notice as is possible, and to make all reasonable efforts to ensure that any other users do not damage the Trail nor put Trail users in any danger.

Mutual & Offsetting Benefits
City Light permits the use of the Right of Way to Shoreline for the Interurban Trail without fee or cost, except as otherwise specifically provided herein, in recognition of the mutual and offsetting benefits provided by each party. Specifically:

Shoreline agrees to:
1. Design and construct the Trail to simultaneously function as a roadway for City Light vehicles;
2. Remove litter and debris in areas improved by Shoreline for the Trail or affected by Trail users or Shoreline invitees;
3. Provide security patrols similar to those on other Trails administered by Shoreline;[1]
4. Design, construct and maintain facilities to address surface water issues resulting from the increase in impervious surface of Shoreline's improvements and pay any increases in surface water management fees resulting from the improvements; and
5. Pay 50% of all costs of assessment, removal and disposal of Hazardous Substances discovered as a result of Shoreline's activities under this Agreement, except for City Light

[1] Shoreline does not currently provide security patrols on any of its trails.

staff costs as provided below, and to a limit of 15% of Shoreline's construction budget for the Trail.

City Light agrees to:

1. Permit Shoreline to utilize the Right of Way for a multi-use trail and ancillary improvements as described herein;
2. Conduct its customary plan review, inspection and administrative activities, described below in Costs and Reimbursements, related to the design, construction, maintenance, and operation of the Trail for compatibility with City Light's current and anticipated uses of the Right of Way; and
3. Pay 50% of all costs of assessment, removal and disposal of Hazardous Substances discovered as a result of Shoreline's activities under this Agreement, plus any costs over Shoreline's payments described in number 5 above, reserving the right to renegotiate these terms if City Light believes the costs will be so high as to create a hardship for it, and provide City Light staff at no charge for environmental consultation, contract administration, and clean-up oversight services for the assessment, removal and disposal of Hazardous Substances discovered as a result of Shoreline's activities under this Agreement.

City Light Operational Requirements

Shoreline will work closely with City Light to make sure the construction, maintenance and operation of the Trail are in compliance with City Light internal standards, included on pages 12 and 13 of this Agreement and referred to as its "Operational Requirements."

Plan Review and Approval

Shoreline agrees that no construction of the Trail or Trail related improvements will commence and requests for construction bids will not be made until City Light approves in writing all plans and specifications. Landscaping elements, if any, will be provided in Shoreline's plan submittals and will be reviewed and approved by City Light in accordance with this Section. City Light will have the opportunity to review plans and specifications at 30%, 60% and 100% completion. Shoreline will provide at least four copies of the design, plans, and specifications for the Trail to City Light at each step of the review process, and City Light will review them and provide comments within forty-five (45) calendar days of submission. The Shoreline Trail designer will consult with a City Light-designated staff person to ensure that the plans incorporate appropriate specifications and detail. If City Light requests additional information within forty-five (45) calendar days of Shoreline's submission of design, plans, and specifications, Shoreline will submit the requested information and City Light will be allowed additional time to review the design, plans, and specifications submitted by Shoreline. If City Light notifies Shoreline that City Light cannot complete the review within forty-five (45) calendar days due to an emergency, City Light and Shoreline will agree on an alternate date for delivery of City Light's review comments and/or approval.

Construction

Shoreline agrees not to open the Trail for public use until City Light inspects the Trail to determine whether construction conforms to the plans, specifications, and Operational Requirements. Shoreline will give timely notification to City Light of all pre-construction and

construction meetings and of the commencement of construction, so that City Light has the option of attending such meetings and inspecting the Right of Way during construction. All work performed by Shoreline, its agents, or contractors within the Right of Way will be in accordance with the plans and specifications approved by City Light. Shoreline will ensure that City Light has the opportunity to review any change orders that occur during construction and will not proceed with work on such change orders without City Light approval. City Light will review and comment on change orders in a timely manner. Shoreline and its contractors will abide by state and national electrical codes regarding work, construction, and structures in proximity to electrical wires and will request and pay for safety watch(es) when required by the codes or by City Light. All work performed by Shoreline within the Right of Way will be completed in a neat and efficient manner. Shoreline will remove all debris and restore non-Trail portions of the Right of Way affected by construction activities to their preconstruction condition, if possible, or to a reasonably similar condition. Shoreline agrees to provide as-built plans of the Trail to City Light as soon as possible after Trail completion.

Trail Operation and Maintenance

Shoreline will be responsible for the operation and maintenance of the Trail and all Trail-related improvements (e.g., surface sweeping and repair, litter pick-up, security, and bollard, fencing and signage repair and replacement, drainage facilities). City Light will maintain the Right of Way to the standard it determines, at its sole discretion, is necessary for electrical system safety and reliability and will be responsible for all tree trimming. Shoreline may perform additional grounds maintenance on the Right of Way to a standard it deems appropriate for the recreational nature of the Trail, provided Shoreline does not interfere with City Light's operations, or undermine or damage City Light's facilities. Except in the event of an emergency, City Light agrees not to undertake any maintenance herein assigned to Shoreline without Shoreline's approval. Shoreline will provide City Light a contact for referring Trail maintenance requests.

Costs and Reimbursements

City Light agrees to conduct its customary plan review, inspection and administrative activities related to the design, construction, maintenance, and operation of the Interurban Trail, at no charge to Shoreline, except as provided for below; customary plan review includes up to 50 staff-hours, construction/operations inspections include up to 16 staff-hours per year, and administrative activities include up to 16 staff-hours per year.

Shoreline agrees to reimburse all extraordinary costs and expenses, over the customary costs described above, incurred by City Light, if any, related to the design, construction, maintenance, and operation of the Interurban Trail; and further agrees to pay all costs of maintenance, operation, repair, rehabilitation, relocation, and removal of the Trail, and any other fees (such as surface water management), assessments, or mitigation that result directly from the construction, operation, rehabilitation, relocation, or removal of the Trail.

Shoreline agrees to reimburse City Light all of its actual costs incurred for any utility system alterations, including but not limited to undergrounding or pole height adjustments or relocations, performed at Shoreline's request to accommodate the construction, operation, or relocation of the Trail.

City Light will issue invoices for its costs and expenses, that are reimbursable under this agreement, as they occur, and Shoreline will make payment to City Light within sixty (60) calendar days of receiving the invoice.

Landscaping\Landscape Maintenance
Shoreline will not plant trees, grass or install landscaping of any kind within the Right of Way without the prior written consent of City Light. Shoreline will maintain any Trail-related landscaping.

Signage
Shoreline will install trail signage consistent with the Manual on Uniform Traffic Control Devices (MUTCD), signs showing detour routes during Trail closures and including the Shoreline Trail contact phone number, and will post use and etiquette signage similar to other trails and bicycle facilities in Seattle. Shoreline agrees to pay for any additional signs City Light deems necessary to warn Trail users away from electrical facilities or other dangers.

Access
Shoreline will provide City Light keys to any barriers, gates, or bollards that are installed to regulate Trail use.

Temporary Trail Closures
Shoreline understands that City Light's operation, repair, maintenance, inspection, and construction of electrical facilities, as well as field training and other activities, may, on occasion, require the temporary closure of the Trail. Shoreline agrees to provide gates or other barriers acceptable to City Light at Trailheads, road crossings, and other public access points. City Light agrees to minimize the length of time of any closure and to provide as much notice as possible to Shoreline of impending closures. If City Light mows the grass or performs other maintenance using machinery, it will close the Trail for the safety of the public. Shoreline acknowledges that, due to factors such as weather, crew availability and other utility priorities, City Light may be unable to give notice until the day of the work. In the event of an emergency, City Light may take immediate steps to close the Trail until the emergency is remedied and will immediately inform the designated Trail contact within Shoreline of the closure.

Damage to Trail Facilities
Shoreline understands that City Light's Right of Way is now and will continue to be used as utility property subject to use by heavy trucks and machinery for power line construction, installation, operation, and maintenance, and for transmission and distribution of high voltage electricity and agrees that City Light will not be held liable for any claims or damage to Trail improvements, appurtenances, or landscaping constructed or placed in, under, across, or upon the Right of Way. City Light will exercise reasonable care while working in the vicinity of Shoreline's improvements or appurtenances. This paragraph does not limit Shoreline's ability to seek damages from other users of City Light's Right of Way including City Light's licensees or permittees.

Construction of Future Utility System Facilities
City Light will notify Shoreline at the earliest possible date if there are plans to replace or construct new utility system facilities in the Right of Way and will make a good faith effort to design facilities that accommodate the Trail without relocation; provided that City Light will not be required to compromise cost effectiveness, reliability, capacity, safety or other electrical system requirements deemed necessary for its projected needs. All costs and expenses of developing design alternatives to accommodate the Trail, above those costs that City Light would have otherwise incurred for facilities design, will be paid by Shoreline. In addition, if City Light demonstrates that the new facilities will be more expensive to construct, maintain or operate as a result of accommodating the Trail, including any Trail-related mitigation costs, Shoreline agrees to pay such added construction, maintenance, or operational expenses.

Relocation, Removal, or Termination of the Trail
If, during the planning or design of new or replacement utility system facilities, City Light determines that the proposed project or plan could necessitate relocation or removal of the Trail from the Right of Way, City Light will inform Shoreline, at the earliest possible date. Under these circumstances, Shoreline and City Light agree: a) to work cooperatively and in a timely manner, not to exceed 90 calendar days from the date of City Light's notice to Shoreline or, at City Light's discretion, a longer period if it will not interfere with City Light's construction schedule, to investigate options that do not require relocating or removing the Trail; b) to consider removal of all or any portion of the Trail as a last resort after other options, including relocation within the Right of Way, have been evaluated and found unfeasible or too costly; c) that any decision to remove all or any portion of the Trail from the Right of Way must be approved by the Superintendent of City Light in consultation with the City Manager of Shoreline. All City Light costs to investigate and evaluate options to Trail relocation or removal will be paid by Shoreline.

If it is determined by City Light pursuant to the provisions of this Agreement that the Trail or a portion of the Trail must be relocated, removed or terminated, City Light will send written notice to Shoreline to relocate and remove or terminate the Trail or portion thereof. Shoreline will take immediate steps to advise the public of the impending relocation or closure of the Trail or the portion thereof. Within 180 calendar days after receipt of notice from City Light, Shoreline will relocate or remove from the Right of Way any improvements, signs, and structures, and take all necessary measures to relocate the Trail or close the affected portion of the Right of Way for public use, including the placement of fences or barricades at Trailheads, road crossings, and other public access points, and, in the case of closure, reroute the Trail via signage off the Right of Way. Shoreline will pay all costs or expenses associated with the relocation, termination, or removal of the Trail from any portion of the Right of Way. If the Shoreline fails to take steps to close the Trail within 180 calendar days of receipt of City Light's notice to do so, such steps may be taken by City Light at the expense of the Shoreline.

Termination of Agreement.
This Agreement will terminate upon expiration of its term and any renewal periods agreed to by the parties.

Shoreline may terminate this Agreement upon six (6) months written notice to City Light. Upon such notification, Shoreline will immediately take steps to advise the public of the impending closure of the Trail, and by the termination date, will install signs, fences, and/or barricades to close the Trail and establish a new route for the Trail off the Right of Way.

If City Light ceases to proved electrical distribution services throughout the City of Shoreline, then this Agreement may be terminated by City Light as of the date City Light ceases to provide distribution service throughout Shoreline.

The Superintendent of City Light, after consultation with the City Manager of Shoreline, may terminate this Agreement for the Trail or any portion thereof for cause, which may include but not be limited to a change, modification, or expansion of utility system facilities, operations, or maintenance procedures, a regulatory requirement, a future need by the City of Seattle for the use of the property as determined by the Seattle City Council, an increased risk to public safety or of liability to the City of Seattle or City Light, or a breach of this Agreement. Where applicable, City Light will follow the process described in the above section titled "Relocation, Removal, or Termination of the Trail."

In the event City Light believes Shoreline has breached or failed to comply with any of the terms and conditions of this Agreement, City Light will give written notice to Shoreline detailing Shoreline's breach or non-compliance. Shoreline will have thirty (30) calendar days to provide a written response which must either, 1) acknowledge that Shoreline has been out of compliance and establish a reasonable time frame for implementing a cure; or 2) deny that Shoreline is out of compliance and ask City Light for additional evidence of failure to comply with the Agreement. If City Light and Shoreline staff cannot agree that Shoreline has breached the Agreement and/or cannot agree on a cure or a reasonable time frame for implementing the cure, the disagreement will be referred to the Superintendent of City Light and the City Manager of Shoreline for a negotiated resolution. If Shoreline fails to respond to City Light's initial notice of breach or non-compliance, the Agreement may be terminated ninety (90) calendar days after Shoreline's receipt of the notice unless the breach or default is substantially cured. City Light's failure to exercise such right at any time will not waive its right to terminate for any future breach or default or to exercise any available self-help remedy.

The indemnifications, duties to comply with law, and duties to restore property and reimburse City Light for its costs to accommodate the Trail, provided under this Agreement, will survive termination.

Restoration of Property upon Termination.
Upon the termination of this Agreement or any portion of the Trail, Shoreline will remove all Trail improvements, including signs, structures, and personal property in the portion terminated. Shoreline will, at City Light's option, remove the Trail paving.

If Shoreline fails to perform these obligations, City Light may perform them, and Shoreline will reimburse City Light's actual costs incurred in performing these obligations. Shoreline's obligation to reimburse City Light will survive the termination of this Agreement.

Liability, Compliance with Laws, Indemnity, and Work Standards

I. Definitions

A. "Environmental Laws" means any and all federal, state, or local statutes, codes, regulations, orders, and requirements issued thereunder, and common-law causes of action, whether federal, state or local, that apply to any toxic material or hazardous substance, pollutant, waste material, health and safety of persons or protection of the environment, including any amendments or supplements to such laws or regulations, including, but not limited to: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9601 et seq., the Washington Model Toxics Control Act (MTCA), RCW Ch. 70.105D, the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Shoreline Management Act, RCW Ch. 90.58, and all local environmental codes and regulations including without limitation, stormwater, drainage and wastewater, and sewer regulations and requirements.

B. "Environmental Liability" means any and all liabilities, claims, lawsuits, costs, liens, obligations, expenses, attorney fees, fines, penalties, damages, consequential damages, and losses, arising from the Release of a Hazardous Substance or any non-compliance with Environmental Laws. An Environmental Liability may be based upon an environmental law, any cause of action, criminal or civil statute, permit requirements, court or administrative order.

C. "Hazardous Substance" is any material that is regulated or restricted by an Environmental Law, including but not limited to, CERCLA and MTCA.

D. "Release of a Hazardous Substance" means contamination of the Right of Way by a Hazardous Substance or Hazardous Substances arising from or incidental to Shoreline's use of the Right of Way under this Agreement or caused by Shoreline, its employees, agents, contractors, subcontractors, invitees or Trail users.

E. "Health and Safety Law" means any applicable requirement of the Hazardous Waste Operations and Emergency Response (Hazwopper) Program, codified at WAC 296-62-300 et seq., and any other applicable requirements under federal, state and local environment, health and safety laws, and regulations or ordinances.

II. Compliance with Laws and Terms of the Agreement

During the term of this Agreement and any renewal periods, Shoreline agrees to comply with the terms and conditions of this Agreement and with any and all federal, state, and local laws,

ordinances, codes and regulations, including Environmental Laws, that are applicable to Shoreline's use of the Right of Way for the construction, improvement, maintenance, and operation of the Trail. Further, Shoreline agrees to keep its use of the Right of Way in compliance with any and all applicable Environmental Laws and not to cause any Releases of Hazardous Substances in violation of Environmental Laws. In the event of a Release of a Hazardous Substance, Shoreline agrees to investigate and remediate the portion of the Right of Way upon which the Release of Hazardous Substance occurred and to bring said portion into compliance with applicable Environmental Laws.

Shoreline and City Light agree to share equally the costs to assess, remove and dispose of pre-existing Hazardous Substances discovered during construction, maintenance and/or operation of the Trail, to the extent that the discovery arises from or is related to Shoreline activities under this Agreement, except in no case shall Shoreline's share exceed 15% of the construction budget for the Trail. In the event of such a discovery, Shoreline will notify City Light; City Light environmental staff will assist Shoreline in contracting with environmental consultants, and will review, approve, and oversee any soil or hazardous material sampling plans and/or removal activities to assure compliance with Environmental Laws and statutory reporting requirements. Shoreline and City Light will both receive a final copy of all Environmental Site Assessment Reports for their records. City Light agrees to furnish to Shoreline any information it has related to pre-existing conditions, events or accidents in the Right of Way that could have resulted in any release of a Hazardous Substance.

The City Manager of Shoreline and the Superintendent of City Light may negotiate additional terms to resolve any disagreement that may arise in implementing this provision.

III. Indemnity for Claims, Judgments.

City Light will cooperate with Shoreline to defend the City of Seattle and/or City Light against any claims brought in connection with Shoreline's use and occupancy of the Right of Way. Shoreline will reimburse and make the City of Seattle and the City Light Fund whole against any and all claims, demands, suits, and judgments for injury to persons, death, or property damage that are caused by, arise out of or are related to Shoreline's use or occupancy of the Right of Way for the construction, improvement, maintenance and operation of the Trail. Costs for such defense, claims and judgments will be paid by Shoreline except to the extent the injury, death or property damage results solely from the negligent acts or omissions of City Light, its agents or licensees. Such claims include, but are not limited to:

A. Any claims caused by or related to Shoreline's use of the Right of Way for construction, improvement, maintenance, and operation of the Trail,

B. Any claims arising from electrical shock or contact with the electrical facilities in the Right of Way and from the alleged effects of electromagnetic fields (EMF); provided that EMF related claims brought by adjacent residents, or by City Light personnel or its invitees will not be included in this indemnity,

C. Any Environmental Liability arising from or related to Shoreline's exercise of the privileges and rights granted by this agreement.

In the event it is determined that RCW 4.24.115 applies to this Agreement, Shoreline agrees to defend, hold harmless and indemnify the City of Seattle and City Light to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City of Seattle and City Light to the full extent of Shoreline's negligence. Shoreline agrees to defend, indemnify and hold harmless the City of Seattle and City Light for claims by Shoreline's employees and agrees to waiver of its immunity under Title 51 RCW as to the City of Seattle and City Light, which waiver has been mutually negotiated by the parties.

Construction and Work Standards

Shoreline will comply with all federal, state, and local laws and regulations, relating to Health and Safety Laws, with respect to worker safety and working conditions on the work site. City Light will not assume direct responsibility or control over the working conditions and safety practices of employees, contractors, or subcontractors hired by Shoreline to perform any work on the Right of Way, and nothing in this Agreement, including City Light's Plan Review and Approval, will be construed to place a duty, express or implied, on City Light to control or be responsible for such activities of Shoreline.

Shoreline will incorporate the following conditions into its contract specifications for contractors and subcontractors engaged in Trail construction and maintenance:

A. All contractors and subcontractors performing work on the Right of Way will have no electrical safety violations as shown by the contractor's accident history record for the preceding three years as required by WAC 296-45-65009.

B. Shoreline, its contractors, and subcontractors will designate an on-site safety lead, who will ensure that all Trail construction work, landscaping, and maintenance is performed in compliance with applicable safety regulations governing worker safety.

C. No construction or maintenance work will be performed within 10 feet of a 26 kV electrical system and within 12.5 feet of a 115 kV electrical system.

Citizen Complaints

All problems and complaints related to the use of the Right of Way by the public and the operation of the Trail will be directed to a designated Trail contact within Shoreline. City Light will be under no obligation to answer citizen queries or complaints related to the Trail, other than to immediately forward communications it might receive to the appropriate Shoreline contact.

Amendment. This Agreement may be amended in writing by mutual agreement of the parties.

GRANTED this _____ day of _____, 2001.

APPROVED:	ACCEPTED:
SEATTLE CITY LIGHT DEPARTMENT	CITY OF SHORELINE
_____	_____
Gary Zarker, Superintendent	Steven Burkett, City Manager

CITY LIGHT'S OPERATIONAL REQUIREMENTS FOR INCIDENTAL USES: DESIGN, CONSTRUCTION, AND OPERATION.

Engineering Requirements for Design, Construction and Maintenance.

1. The design, construction, operation and maintenance of improvements for incidental uses of City Light's rights of way (Uses) must meet all applicable national, state and local laws, regulations and codes, including, but not limited to the National Electric Safety Code, and the Washington Administrative Code provisions, as amended, or any new regulations or codes subsequently adopted which are applicable to electrical utility systems, their construction, and electrical or non electrical worker safety.

   a. Electrical Safety Code. WAC 296-45-et seq.

   b. The National Electric Safety Code. (NESC)

   c. Safety Standards for Construction Workers. WAC 296-155-et seq., including but not limited to WAC 296-155-425 and-428.

   d. General Safety and Health Standards. WAC 296-24-et seq., including but not limited to safety clearances for electrical facilities.

2. The Use of the Right of Way shall meet all internal requirements and guidelines, as periodically revised, or any new guidelines or standards adopted by City Light in the future. The current standards include:

   a. City Light's Overhead and Underground Construction Guidelines, and its periodic revisions.

   b. Grounding Requirements for Metal Fences and Structures: All metal structures or structures containing metal components, including, but not limited to, fences, recreational structures, benches, or trash can holders, shall be sufficiently grounded in accordance with Section 9 of the NESC.

Vegetation Management Requirements

1. No pesticides shall be used on the Right of Way.

2. All tree trimming shall be performed by City Light.

3. Height limits for all vegetation shall be twelve (12) feet. All vegetation selected for installation on the Right of Way shall not exceed twelve (12) feet in height at maturity. Vegetation that exceeds twelve (12) feet in height shall be brought into compliance by City Light either by trimming or removal at the expense of the incidental user of the Right of Way (User).

4. The placement of any vegetation planted in the Right of Way must be approved prior to installation. The placement and installation of any vegetation shall take into account the mature height and dimensions of the vegetation.

5. Any vegetation installed directly below electrical conductors or near utility poles should be selected to withstand the use and operation of utility maintenance vehicles. The use and operation of utility maintenance vehicles includes the placement of outriggers on the ground which span a distance of at least 28 feet from side to side. City Light will take reasonable care to avoid incidental improvements; however, vegetation or other improvements damaged during the maintenance, repair, or operation of the utility system will be repaired or replaced at User's expense and discretion.

General Operational Requirements for Incidental Use(s) Design and Construction.

The Use design should satisfy at a minimum the following general requirements. Other requirements may be identified by City Light during design review or Use construction to meet varying topographical conditions or utility system requirements.

1. A cleared space free of any Use improvements, including landscaping, vegetation, or other objects, shall be provided around all utility poles and guy structures to allow utility maintenance vehicles to be properly situated for repair and maintenance activities. A minimum distance of ten (10) feet must be maintained between all utility poles and anchors and the nearest edge of a traveled surface, or any other Use improvements, objects, or structures. If User cannot achieve the minimum distance, it will install protective devices, approved by City Light, for the electrical facilities and for the public.

2. Any increase or decrease in grade of more than six (6) inches must be approved by City Light. No excavations are allowed within 10 feet of tower legs or poles. No grading will be allowed when the grading would reduce ground support for towers or poles, unless City Light approves of alternative means of support to be provided at User's expense.

3. Road/access/trail surfaces and underground improvements shall be capable of withstanding loads imposed by utility maintenance vehicles of up to 69,000 pounds in gross vehicle weight (gvw).

4. Utility maintenance vehicles must be able to travel along the full length of the Right of Way to maintain, repair, or replace every conductor, pole, anchor, or other utility system equipment located on the Right of Way.

5. A level area at least 28 feet wide adjacent to every pole must be provided to enable utility maintenance vehicles to conduct repair and maintenance activities.

6. Utility maintenance vehicles must be able to enter the Right of Way from each street intersecting the Right of Way and to exit by traveling forward to the next intersecting street. Where segments of the Right of Way have no intersecting streets for exits, then vehicle turn-around areas must be provided. Vehicle turn around areas must be sufficient to accommodate the turning radius of a utility maintenance vehicle.

7. Appropriate locks, fences, bollards, or other security devices must be installed on the Right of Way to allow segments not intended for public use to be closed off to allow for utility operation and maintenance work. As appropriate, fences or other improvements shall be installed in areas along the Right of Way where there are natural hazards to ensure safe public use of the Right of Way.