



SEATTLE CITY COUNCIL

Economic Development, Technology, and City Light Committee

Agenda

Wednesday, December 14, 2022

9:30 AM

Public Hearing

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

Sara Nelson, Chair
Debora Juarez, Vice-Chair
Lisa Herbold, Member
Kshama Sawant, Member
Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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SEATTLE CITY COUNCIL
Economic Development, Technology, and City
Light Committee
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December 14, 2022 - 9:30 AM
Public Hearing

Meeting Location:

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:

<https://www.seattle.gov/council/committees/economic-development-technology-and-city-light>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business.

Members of the public may register for remote or in-person Public Comment and Public Hearing to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment and Public Hearing period at the meeting at <http://www.seattle.gov/council/committees/public-comment>. Online registration to speak will begin two hours before the meeting start time, and registration will end at the conclusion of the Public Comment and Public Hearing period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment and Public Hearing - Register to speak on the Public Comment and Public Hearing sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment and Public Hearing period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to Councilmember Sara Nelson at Sara.Nelson@seattle.gov.

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [Appt 02423](#) **Appointment of Andrea M. Friedman as member, Seattle Music Commission, for a term to August 31, 2024.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (5 minutes)

Presenters: Preeti Shridhar and Scott Plusquellec, Office of Economic Development (OED)

2. [Appt 02424](#) **Appointment of Julius Caesar Robinson as member, Seattle Music Commission, for a term to August 31, 2025.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (5 minutes)

Presenters: Preeti Shridhar and Scott Plusquellec, Office of Economic Development (OED)

3. [Appt 02384](#) **Reappointment of Jovino Santos Neto as member, Seattle Music Commission, for a term to August 31, 2025.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (2 minutes)

Presenters: Preeti Shridhar and Scott Plusquellec, Office of Economic Development (OED)

4. [Appt 02385](#) **Reappointment of Jessica Toon as member, Seattle Music Commission, for a term to August 31, 2025.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (2 minutes)

Presenters: Preeti Shridhar and Scott Plusquellec, Office of Economic Development (OED)

5. [Appt 02386](#) **Reappointment of Nick Vaerewyck as member, Seattle Music Commission, for a term to August 31, 2025.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (2 minutes)

Presenters: Preeti Shridhar and Scott Plusquellec, Office of Economic Development (OED)

6. [Appt 02387](#) **Reappointment of Shannon Welles as member, Seattle Music Commission, for a term to August 31, 2025.**

Attachments: [Appointment Packet](#)

Briefing, Discussion, and Possible Vote (2 minutes)

Presenters: Preeti Shridhar and Scott Plusquellec, Office of Economic Development (OED)

7. [CB 120461](#) **AN ORDINANCE** relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement over a portion of the City's fee-owned transmission corridor near 19541 Stone Ave N in Shoreline, Washington; accepting payment for the true and full value of the easement being granted from Ann and Paul Michel, wife and husband; and ratifying and confirming certain prior acts.

Attachments: [Att 1 - Easement Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)
[Summary Att 1 - Depiction of Easement Area](#)
[Presentation](#)

Public Hearing, Briefing, Discussion, and Possible Vote (10 minutes)

Presenters: Debra Smith, General Manager and CEO, Tim Croll, Greg Sancewich, and Mike Haynes, Seattle City Light (SCL); Stephen Karbowski, City Attorney's Office (CAO); Eric McConaghy, Council Central Staff

8. [CB 120430](#) **AN ORDINANCE** relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to convey an easement to the City of Shoreline; and accepting the payment of fair market value for the easement.

Attachments: [Att 1 - Roadway Easement](#)

Supporting

Documents: [Summary and Fiscal Note v2](#)
[Summary Att 1 – Depiction of Easement Area to Be Granted to City of Shoreline](#)
[Presentation](#)

Public Hearing, Briefing, Discussion, and Possible Vote (10 minutes)

Presenters: Debra Smith, General Manager and CEO, Greg Sancewich, and Mike Haynes, Seattle City Light (SCL); Eric McConaghy, Council Central Staff

9. [CB 120481](#) **AN ORDINANCE relating to the City Light Department; approving a ten-year franchise to construct, operate, maintain, replace, and repair an electrical light and power system in, across, over, along, under, through, and below certain designated public rights-of-way in unincorporated King County; and ratifying and confirming certain prior acts.**

Attachments: [Att A - Franchise Agreement](#)

Supporting

Documents: [Summary and Fiscal Note](#)

[Summary Att A - Franchise Area Map & Description](#)
[Presentation](#)

Briefing, Discussion, and Possible Vote (30 minutes)

Presenters: Debra Smith, General Manager and CEO, Maura Brueger, Sandra Ball, Carsten Croff, and Craig Smith, Seattle City Light (SCL); Stephen Karbowski, City Attorney's Office (CAO); Eric McConaghy, Council Central Staff

E. Adjournment



Legislation Text


File #: Appt 02423, **Version:** 1

Appointment of Andrea M. Friedman as member, Seattle Music Commission, for a term to August 31, 2024.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Andrea M. Friedman		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2021 to 8/31/2024 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Capitol Hill	Zip Code: 98112	Contact Phone No.: [REDACTED]
Background: Andrea Friedman is a community organizer, events producer and program manager based in Seattle, WA. Born in Vermont and raised in San Diego, they have always flourished in community. Andrea received their B.S. in Community & Regional Development from UC Davis before moving to Seattle in 2012. They quickly became involved in the local music scene in both professional and volunteer capacities. Andrea was the Talent Buyer at nonprofit all-ages venue The Vera Project from 2014 to 2017 and a founding member of the TUF arts collective where they planned the annual TUFFEST music and arts festival from 2016 to 2020. They have also worked on other community driven arts endeavors like Refill, a benefit show for artists impacted by COVID-19, and Corridor, an experimental music, installation and dance festival. Andrea currently works as a Community Engagement Manager at KEXP where they manage youth and education programs and produce events. In 2022, Andrea was the project manager of KEXP50, KEXP's 50 th anniversary celebration, where over 10,000 guests celebrated the local radio station's impact in Seattle and beyond. No matter where they are, Andrea strives to foster safer spaces for marginalized groups to connect and collaborate around music and art.		
Authorizing Signature (original signature): Appointing Signatory:  Date Signed (appointed): 11/29/2022		Appointing Signatory: Sara Nelson Seattle City Councilmember

*Term begin and end date is fixed and tied to the position and not the appointment date.

Andrea M. Friedman (they/them) - [REDACTED]

Working Style

Agile: I am comfortable through periods of change and adapting to new spaces.

Clear communicator: I listen for understanding, ask questions, and speak with intention.

Committed to equity: I am committed to dismantling white supremacy; I lead with anti-racism.

Dedicated: I am all-in and ready to work in fast-paced environments to get the job done.

Fast learner: I quickly grasp new skills and concepts.

Problem solver: I remain collected and work toward a solution when a problem arises.

Strategic: I do not lose sight of the big picture even when working on minute details.

Professional Experience

KEXP 90.3FM

Community Engagement Manager (January 2021 - present)

- Manage Teaching Artist Program: build partnerships with Title I (or eligible) schools and collaborate with teaching artists to create workshops and after school programs for students.
- Manage Internship Program: determine which departments will host an intern, manage outreach, recruitment and hiring processes, organize cohort field trips and lunches with KEXP staff, and support interns and their supervisors throughout cohort term.
- Build relationships with communities who have historically been under-invited by KEXP
- Develop and manage program budgets; meet targets for expenses and revenue.
- Partner highlights: Bailey Gatzert Elementary School, John Muir Elementary School, Alan T. Sugiyama at South Lake High School, Seattle Children's Theater, King County Youth Detention Center

Events Producer (December 2017 - December 2020)

- Managed cross-departmental planning, execution, and evaluation of experiences designed to increase awareness of and deepen participants' relationships with KEXP.
- Fostered relationships with donors, business clients, listeners, volunteers, and community partners.
- Met needs and managed expectations of internal and external stakeholders.
- Developed communications and marketing strategies.
- Member of Racial Equity Change Team ('19 - '20): a group of appointed staff working closely with consultants to identify and change practices that perpetuate white supremacy and racism.
- Developed and managed individual event budgets; met targets for expenses and revenue.
- Event highlight: Concerts at the Mural is an annual free outdoor concerts on the first four Fridays in August; average attendance of 1,800 (increased 36% compared to '15, '16, '17); budget: \$65k
- Partner highlights: LANGSTON, Microsoft, MoPOP, Nordstrom, Seattle Center, Starbucks, University of Washington, Uptown Arts Alliance

The Vera Project - Talent Buyer & Special Events Producer (June 2014 - September 2017)

- Directed Presentation Program including concert programming, special events, and private rentals.
 - Negotiated with national and international booking agents.
 - Collaborated with local venues and promoters (e.g. Capitol Hill Block Party, The Crocodile).
 - Produced annual Viva Vera! fundraising gala and all other fundraising events.
- Worked with volunteer committees of diverse young people to shape The Vera Project's governance and programming.
- Mentored up-and-coming artists; shared knowledge about the music industry.
- Managed program budget and attendance goals.
 - Net positive in '15 and '16 fiscal years, and tracking to do so upon departure in '17 fiscal year.
 - Year-over-year increase in attendance upon hire in '14.
- Hired and managed Sound Engineers, House Managers, and Booking Interns.
- Collaborated with Marketing & Outreach Coordinator to develop communication strategies.

Other Work

Refill (May 2020 - July 2020)

- Worked closely with a team of artists and independent organizers to produce a five-hour livestream that raised funds for Seattle Artist Relief Fund (SARF).
- Oversaw fundraising strategy; honed the pace and run of show to maximize engagement.
- Worked closely with stakeholders including LANGSTON, New Belgium Brewing, and Redbull.
- Met fundraising goal of \$25k.
- YouTube metrics: 10k+ total views, 529 peak viewers, 328k impressions, 10:07 avg. view duration

TUF (June 2015 - June 2020)

- Participated in the founding of a collective that created spaces for BIPOC, women, queer, trans, and nonbinary people to connect, collaborate, and work against white-male-dominated power structures in electronic music, art, and media.
- Led effort to define the collective's organizational structure and membership parameters.
- Mediated internal conflict and periods of change.
- Project managed annual TUFFEST, a free all-day festival of live music, art installations, workshops, and panels that explored intersectionality; oversaw operations, programming, fundraising, and marketing teams.
- Created and maintained infrastructure for transparency and communication.
- Managed finances and relationship with Shunpike, TUF's fiscal sponsor.

Corridor (September 2018 - February 2019)

- Recruited, scheduled and supervised volunteers for a twelve-hour experimental music, installation and dance festival.
- Contributed to planning process including curation, logistics, communications and timeline.
- Coordinated clearing, cleaning and rehabilitating site for festival, including two weekend-long work parties.

Skills

G Suite (advanced)

Microsoft Office Suite (advanced)

Cvent (proficient)

Marketo (proficient)

Smartsheet (proficient)

Qualtrics (proficient)

Salesforce (novice)

SQL (novice)

Tableau (novice)

Education

University of California, Davis - 2008 - 2012

Community & Regional Development, Policy and Planning, B.S.

Minors: History, Religious Studies

Strategic Leadership Program - University of Washington - Summer 2020, Summer 2021

Foundations of Data Analysis - University of Washington - Fall 2020

Certificate in Leadership and Management - Seattle Central College - Spring 2020

Fundamentals of Project Management - Seattle Central College - Spring 2019

References available upon request.

Seattle Music Commission

21 Members: Pursuant to Ordinance 124422, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Commissioner	Joleen Hughes	9/1/20	8/31/23	2	Mayor
6	F	5	2.	Commissioner	Sue Ennis	9/1/20	8/31/23	2	City Council
6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/20	8/31/23	1	Mayor
6	M	2	4.	Commissioner	Jason Clackley	9/1/20	8/31/23	1	City Council
6	F	2	5.	Commissioner	Anne O'Dowd	9/1/20	8/31/23	1	Mayor
9	M	n/a	6.	Commissioner	Eric Lilavois	9/1/20	8/31/23	1	City Council
2	M	5	7.	Commissioner	Terry Morgan	9/1/21	8/31/24	2	Mayor
2	F	2	8.	Commissioner	Bunnie Moore	9/1/21	8/31/24	1	City Council
3	F	6	9.	Commissioner	Paula Nava Madrigal	9/1/21	8/31/24	2	Mayor
6	NB	3	10.	Commissioner	Andrea M. Friedman	9/1/21	8/31/24	1	City Council
3	F	3	11.	Chair	Kitty Wu	9/1/21	8/31/24	2	Mayor
2	F	1	12.	Commissioner	Adra Boo	9/1/21	8/31/24	1	City Council
7	M	2	13.	Commissioner	Keola Kama	9/1/21	8/31/24	1	Mayor
1	M	7	14.	Commissioner	Nate Omdal	9/1/21	8/31/24	2	City Council
6	F	7	15.	Commissioner	Shannon Welles	9/1/22	8/31/25	1	Mayor
1	F	2	16.	Commissioner	Casey Carter	9/1/22	8/31/25	1	City Council
3	M	3	17.	Commissioner	Jovino Santos Neto	9/1/22	8/31/25	1	Mayor
2	M	n/a	18.	Commissioner	Julius Caesar Robinson	9/1/22	8/31/25	1	City Council
6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	1	Mayor
6	F	5	20.	Commissioner	Denise Burnside	9/1/22	8/31/25	1	City Council
6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	1	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	6			0	1	3			6	1		0
Council	4	5		1	2	3	0			3	0		1
Other													
Total	9	11		1	2	4	3			9	1		1

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender identity*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and voluntary.*



Legislation Text


File #: Appt 02424, **Version:** 1

Appointment of Julius Caesar Robinson as member, Seattle Music Commission, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Julius Caesar Robinson		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: SeaTac, WA	Zip Code: 98188	Contact Phone No.: [REDACTED]
Background: Julius Caesar Robinson is a skilled Events Producer with over 12 years of experience raising money and managing community partnerships to fund various live productions and community events throughout Seattle and King County, with a strong focus on the Rainier Valley. He has worked to break down barriers to Black ownership of private venues and has also figured out how to partner with both public and private venues to produce events that showcase and strengthen the performing arts and artists, not just in the south end but across the city. Caesar is also a musician and for his day job he's Operating Manager of Afrikatown's shelter for homeless Black men.		
Authorizing Signature (original signature):  Date Signed (appointed): 11/29/2022		Appointing Signatory Sara Nelson <i>Seattle City Councilmember</i>

*Term begin and end date is fixed and tied to the position and not the appointment date.

JULIUS CAESAR ROBINSON

Summary

Skilled Events Producer with over 12 years of experience raising money and managing community partnerships to fund various live productions and community events throughout Seattle and King County. Able to step seamlessly into a corporate environment, with organizational skills and the ability to work across multiple teams and cultures. Impeccable customer service and a proven history of meeting the needs of my clients and team members.

Relevant Skills

Business to Business Partnerships

- Coordinated and developed all aspects of community events: Job fairs, 3-on-3 Basketball Tournament highlighting student athletes, health fairs, holiday auctions, corporate golf tournaments, and live concerts and shows before paid audiences.
- Built and managed business and community partner database.
- Built strong relationships with politicians, program directors, business owners, and high-profile sports figures through various community and corporate projects and campaign management.
- Currently working with Southend Connect to improve the digital presence of businesses in the Columbia City-Rainier Beach area.

Project Management

- Organized and funded through business sponsorships several Health Industry Job Fairs with an average gross financial return of \$35,000 per event.
- Organized and funded through business sponsorships four Corporate Golf Tournaments with an average gross financial return of \$95,000 per event.
- Organized and funded through business sponsorships over a dozen Holiday Auctions with an average of \$150,000 per event.
- Organized and funded through business sponsorships, 3-on-3 youth community outdoor basketball tournaments with a gross financial return of \$75,000.
- Developed strategic plan to save Columbia City's Ark Lodge Movie Theater from eviction and permanent closing which resulted in over \$70,000 in funding and new community partnerships.
- Managed fundraising projects and raised money as part of United Way of King County fundraising campaign raising more than \$135 million dollars.

Digital Marketing

- Developed and managed social media platforms, as well as created and distributed email and newsletter promotional materials.
- Maintained business directory for college, chamber of commerce, and campaign websites, as well as built and manage personal business website.

Grant Reporting

- Co-wrote and delivered year-end financial reports, as Business Manager for Archdiocesan Housing Authority, to the Washington State Housing and Finance Commission.
-

Work History

Operations Manager

Africatown Community Land Trust-Benu Community Home/ Seattle, WA/ 2022-present

Owner/Operator

The Emperors Group- Consulting / SeaTac, WA / 2018 – Present

Partnership Development Director

Auburn Area Chamber of Commerce / Auburn, WA / 2016 – 2018

Employment Specialist

Green River College / Auburn, WA / 2013 – 2016

Other relevant community-based work experience

- Campaign Manager, Pat Marukami for Seattle City Council / Seattle, WA / 2018
- Campaign Manager, Louis Wantanabe for Washington State House of Representatives / Seattle, / 2014
- Campaign Coordinator, Charter Amendment 19- Seattle City Council Districts / Seattle, / 2012-13
- Business Manager, Archdiocesan Housing Authority, / Seattle, WA / 2007-2010

Community Volunteer Service

- Elected-Vice- Chair, King County Democratic Central Committee / 2014-2016
- Elected- Board Member, 37th District Democrats / Seattle, WA / 2008-2014
- Elected- Board Member, Washington Democratic Club / Seattle, WA / 2012-2016
- Campaign support specialist for the campaigns of Dow Constantine, Joe Mallahan, Pete Holmes, and Rob Holland / 2009
- Elected- Legislative District Delegate, Barack Obama for President / Seattle, WA / 2007-2008

Other Projects

- Creator/Producer, Laugh Rehab- Live Comedy / Seattle, WA / 2010-present.
- Creator/Producer, The Great Debate- Political Debate / Seattle, WA / 2013-present
- Creator/ Manager, Slick Watts 3on3 Outdoor Youth Basketball Tournament- 2016
- Music Stage Director, Umoja Festival / Seattle, WA / 2010, 11', 12'
- Organizer, Barack Obama for President, election night community celebration / Columbia City- Seattle, WA / 2008

Education and Training

Leadership Institute of Sound Puget Sound, Community-Business Leadership - 2016

United Way of King County, Loaned Executive -2011

Washington State Housing and Finance Commission, Public Housing Compliance - 2008

National Notary Association, Certified Signing Agent - 2006 to present

Strategy Computers, MCSE - 2001

Art Institute of Seattle, Music Production - 1990

Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

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3	M	3	17.	Commissioner	Jovino Santos Neto	9/1/22	8/31/25	1	Mayor
2	M	n/a	18.	Commissioner	Julius Caesar Robinson	9/1/22	8/31/25	1	City Council
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	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	6			0	1	3			6	1		0
Council	4	5		1	2	3	0			3	0		1
Other													
Total	9	11		1	2	4	3			9	1		1

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- RD Residential Council District number 1 through 7 or N/A
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Legislation Text

File #: Appt 02384, **Version:** 1

Reappointment of Jovino Santos Neto as member, Seattle Music Commission, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Jovino Santos Neto		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Madison Park	Zip Code: 98112	Contact Phone No.: [REDACTED]
Background: 3-time Latin Grammy nominee Jovino Santos Neto is a master pianist, flutist, composer, arranger, conductor and educator from Rio de Janeiro. After 15 years as a member of the legendary Hermeto Pascoal Group, he moved to Seattle in 1993. Since then, Jovino has established himself as a fascinating performer, whether playing solo piano, leading his award-winning Quinteto, or in guest appearances with ensembles and orchestras worldwide. He has shared the stage and the studio with some of the most creative musicians of our times. Jovino lectures on the connections between biology and music, usually coupled with his live performances. He taught at Cornish College of the Arts in Seattle for 26 years.		
Authorizing Signature (original signature):  Date Signed (appointed): 8/18/2022		Appointing Signatory: Bruce A. Harrell Mayor of Seattle

*Term begin and end date is fixed and tied to the position and not the appointment date.

Jovino Santos Neto

Personal information

Born in 1954 in Rio de Janeiro, Brazil. Moved to the United States in 1993. Dual nationality (Brazil and U.S.). A professional musician since 1977 and a music educator since 1994.

Summary of qualifications

World-class performing musician, composer, arranger and bandleader. Music educator with over 25 years' experience. 15-year professional collaboration with Hermeto Pascoal, one of the world's greatest musicians and improvisers. An award-winning composer who earned permanent resident status in the U.S. in 1994 on the basis of his extraordinary ability in music. Bachelor of Sciences in Environmental Biology and an expert in Latin American Music History. Fluent in jazz, classical and contemporary musical idioms. Records and publishes music for duos, jazz ensembles, chamber music group, symphony and jazz orchestras. International lecturer. Multilingual.

Education

1993–1994: Cornish College of the Arts, Seattle, WA

Studied conducting with Roger Nelson and composition with Janice Giteck and James Knapp

1974–1977: McDonald College of McGill University, Montreal, Canada

B.Sc. in Environmental Biology

Graduated with Honors

1973–1974: Federal University of Rio de Janeiro, Brazil

Undergraduate study in Biology

Professional experience

2020-present: Seattle, WA

Online Music Instructor

Designed and taught several online classes on Brazilian Music History, piano, composition and improvisation, as well as private lessons on a wide variety of musical topics

1994–2020: Cornish College of the Arts, Seattle, WA

Full Professor of Music

Teaching the Latin Ensemble, Rhythm, Brazilian Music History, Music Notation, Jazz Theory, Technical Production classes and private students in Piano and Music Composition. Former President, Cornish Faculty Senate.

1993–present: Jovino Santos Neto Quinteto, Seattle, WA

Leader, composer, pianist, flutist, producer

3 CDs released on Liquid City Records and 12 others for Adventure Music and Malandro Records. Developed a large following, nationally and internationally. Records have made it into international jazz charts for radio airplay. Performs and lectures worldwide. Nominated for Latin Grammy Awards in 2004, 2006 and 2008.

1995–2004: Makoché Records, Bismarck, ND

Pianist, composer, arranger, musical director

Played on five recordings by several Native American artists, including Keith Bear, Nellie Youpee, Andrew Vasquez, Annie Humphrey and Gary Stroutsos. Worked as Musical Director for three North American tours featuring Native American musicians and dancers. Played at Monticello for the Bicentennial celebrations of the Lewis and Clark Journey of Discovery. Wrote piano and string quartet arrangements of several Mandan and Hidatsa traditional songs.

1994–1997: Flora Purim and Airto Moreira, Santa Barbara, CA

Keyboardist, flutist, composer, arranger

Recorded on two CDs and toured worldwide.

1977–1993: Hermeto Pascoal Group, Rio de Janeiro, Brazil

Pianist, flutist, producer, international tour manager

Produced nine recordings and played hundreds of concerts worldwide, handled international band business, including finances and translations.

Awards received

2011, 2012, 2015 and 2018: JSN Quinteto - Best Northwest Acoustic Group, Earshot Jazz Golden Ear Awards
2012: Inducted into the Seattle Jazz Hall of Fame
2012: Artist Trust Fellowship in Music
2008: Nominee, Latin Grammy Award (Best Latin Jazz Album) for *Live at Caramoor*
2006: Nominee, Latin Grammy Award (Best Latin Jazz Album) for *Roda Carioca*
2004: Best Northwest Jazz Instrumentalist, Earshot Jazz's Golden Ear Awards
2004: Nominee, Latin Grammy Awards (Best Latin Jazz Album) for *Canto do Rio*
2002: Recipient of New Works: Creation and Presentation Award, by Chamber Music America and the Doris Duke Foundation
2001: IAJE/ASCAP Commission for an established jazz composer
2000: Jack Straw Foundation's Virtual Concert Commission to write a piece for Musicians Accord
2001: Artist Trust Fellowship recipient
1999, 2002 and 2010: Seattle City Artists Award for music composition

Publications

Currently working on a book about the intuitive connections between Music and Nature. Wrote more than 200 original compositions for solo piano, jazz ensembles, jazz orchestras, chamber ensembles and symphony orchestras. Hundreds of arrangements of popular and classical music for many ensembles around the world.

2017 - Composed a score for jazz ensemble for *The Unknown*, a silent film from 1927.

2000 - Editor, *World Music: Brazil*, Universal Edition, Vienna, Austria, 2001

1999 - Editor, *Tudo É Som* (The music of Hermeto Pascoal), Universal Edition, Vienna, Austria, 2000

1993 – Founder of Real Angle Music, a music publishing company. *Complete discography available at www.jovisan.net.*

**Additional
professional activities**

Pianist, keyboardist, flutist, accordionist, percussionist, arranger, composer, producer, conductor, educator, music publisher. Teacher at several music camps (Jazz Camp West, California Brazil Music Camp, Stanford Jazz Workshop, Cornish Summer Workshop, Drayton Harbor Music Festival, More Music at the Moore). Frequent lecturer at music education conventions worldwide.

**Professional
memberships**

National Academy of Recording Arts and Sciences (former President, Pacific Northwest Branch), BMI, Chamber Music America, Seattle Composers Alliance, American Composers Forum, Brazilian Guild of Musicians, International Society of Jazz Arrangers and Composers.

Community activities

Performs and composes regularly for the Ballard Civic Orchestra Lead mentor for several years at More Music at the Moore, a community outreach program of Seattle Theater Group. Teaches weekly classes at Jazz Night School, a community music center. Has taught at Music Works Northwest, a community music center in Bellevue, WA. Other volunteer activities related to music and education worldwide. Collaboration with *Everyone Has a Song in*

Seattle, working with at-risk inner-city youth. Sharing music with children of all ages in community outreach projects. Composed music for and recorded with *Singing in the Rain*, a community choir in Seattle. Collaborated with artist Michelle de la Vega in *Plex-us*, a community-based art installation in South Park, Seattle. Collaborations in the studio and on stage with several Native American artists.

Languages

Fluent in English, Portuguese, French, Spanish and Italian.

Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Commissioner	Joleen Hughes	9/1/20	8/31/23	2	Mayor
6	F	5	2.	Commissioner	Sue Ennis	9/1/20	8/31/23	2	City Council
6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/20	8/31/23	1	Mayor
6	M	2	4.	Commissioner	Jason Clackley	9/1/20	8/31/23	1	City Council
6	F	2	5.	Commissioner	Anne O'Dowd	9/1/20	8/31/23	1	Mayor
9	M	n/a	6.	Commissioner	Eric Lilavois	9/1/20	8/31/23	1	City Council
2	M	5	7.	Commissioner	Terry Morgan	9/1/21	8/31/24	2	Mayor
2	F	2	8.	Commissioner	Bunnie Moore	9/1/21	8/31/24	1	City Council
3	F	6	9.	Commissioner	Paula Nava Madrigal	9/1/21	8/31/24	2	Mayor
2	F	3	10.	Chair	Sharlese J. Metcalf	9/1/18	8/31/21	2	City Council
3	F	3	11.	Commissioner	Kitty Wu	9/1/21	8/31/24	2	Mayor
2	F	1	12.	Commissioner	Adra Boo	9/1/21	8/31/24	1	City Council
7	M	2	13.	Commissioner	Keola Kama	9/1/21	8/31/24	1	Mayor
1	M	7	14.	Commissioner	Nate Omdal	9/1/21	8/31/24	2	City Council
6	F	7	15.	Commissioner	Shannon Welles	9/1/22	8/31/25	2	Mayor
1	F	2	16.	Commissioner	Caseyann McKay	9/1/22	8/31/25	2	City Council
3	M	3	17.	Commissioner	Jovino Santos Neto	9/1/22	8/31/25	2	Mayor
1	M	2	18.	Commissioner	Daniel D. Pak	9/1/19	8/31/22	2	City Council
6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	2	Mayor
6	F	5	20.	Commissioner	Denise Burnside	9/1/22	8/31/25	2	City Council
6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	6			0	1	3			6	1		0
Council	4	6			3	3	0			3	0		1
Other													
Total	9	12			3	4	3			9	1		1

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List gender identity, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and voluntary.*



Legislation Text


File #: Appt 02385, **Version:** 1

Reappointment of Jessica Toon as member, Seattle Music Commission, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Jessica Toon		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Ballard/Phinney	Zip Code: 98117	Contact Phone No.: [REDACTED]
Background: Born and raised in Seattle, Jessica has dedicated her career to developing and supporting creative communities through mission-driven arts and culture organizations. In the early 2000s, she co-owned and operated independent record label Made in Mexico Records with singer-songwriter Damien Jurado. Following, she spent several years as the Director of Marketing and Communications for the Seattle International Film Festival, the largest film festival in the US. In 2010, she was recruited to lead the strategic brand marketing and community building initiatives at the Paul Allen-founded Experience Music Project (now Museum of Pop Culture), where she served as Director of Marketing and Audience Development. Leaving the museum after seven years, she took a senior executive role with a blockchain and cryptocurrency pioneer where she developed and managed a portfolio of creative investments and philanthropic initiatives; she continues to serve as a strategic advisor for high-profile projects in the space where art and technology meet. Jessica joined the Recording Academy/GRAMMYS in 2019 as its Executive Director for the Pacific Northwest Chapter, serving the music communities of Washington, Oregon, Idaho, Hawaii, Alaska, Montana, Wyoming, and Western Canada.		
Authorizing Signature (original signature):  Date Signed (appointed): 8/18/2022		Appointing Signatory: Bruce A. Harrell Mayor of Seattle

*Term begin and end date is fixed and tied to the position and not the appointment date.

JESSICA TOON

MARKETER
BRAND STRATEGIST
COLLABORATOR

Senior executive marketing and communications leader with a strong track record of driving growth.

Passionate about bringing brands to life both on and offline.

Dedicated to developing audience, building community, connecting with consumers, and deepening engagement.

Enthusiastic about building thriving, cohesive teams of empowered individual contributors.

CONTACT



WORK HISTORY AT-A-GLANCE

- **Recording Academy/GRAMMYS | 2019-present**
Executive Director, Pacific Northwest Chapter
- **Strategic Advisor and Consultant | 2019-present**
Specialization in strategic planning, branding, and multi channel marketing campaign development
- **New Alchemy | 2018**
Chief Marketing Officer
Director of Executive Marketing and Brand Strategy
- **Museum of Pop Culture (MoPOP)/EMP | 2010-2017**
Director of Marketing and Audience Development
- **Seattle International Film Festival (SIFF) | 2006-2010**
Director of Marketing and Communications
- **Made in Mexico Records | 2004-2008**
Co Owner, Chief Marketing Officer, Head of A&R
- **Lakeside School | 1998-2006**
Interim Director of Marketing and Communications
Senior Manager of Marketing and Communications
- **Community Services for the Blind | 1995-1998**
Assistant Director of Marketing and Communications

RECENT PROFESSIONAL EXPERIENCE

Executive Director

Recording Academy / GRAMMY Awards
December 2019 Present

As Executive Director of the Pacific Northwest Chapter, I oversee governance, membership, programming, community outreach, advocacy, GRAMMY Awards activation, and other Academy and affiliate business throughout Alaska, Hawaii, Idaho, Montana, Oregon, Washington, Wyoming, and Western Canada.

Highlights include:

- Led a strategic development effort to successfully implement a balanced Board of Governors which achieved gender parity, and is representative of the diverse geography, craft, genre, ethnicity, and age of working artists within the region
- Increased membership base by 18% in year one
- Organized and led a group of more than 200 artists advocating for the CASE Act, the CARES Act, Save Our Stages, the HITS Act, PRO Consent Decrees, copyright laws, and many other initiatives that support and protect the rights of creators
- Facilitated relief funding and services to artists throughout region, including addiction recovery and mental health through MusiCares

AWARDS AND RECOGNITION

American Advertising Awards
(Seattle + District ADDYs)

2016: 1 Gold

2015: 1 Gold, 1 Silver

2014: 1 Silver

2013: 2 Silver

2012: 1 Gold, 1 Silver

2010: 1 Gold

2008: 1 Gold

2007: 1 Silver

American Alliance of
Museums Advertising Awards
2015: First Prize

VOLUNTEERISM

Feeding America/Food Lifeline:
Fresh Rescue
2014 2018

Upstream Music Fest + Summit:
Host Committee Member
2016 2018

Seattle Sound Magazine:
Contributing Editor and Writer
2006 2007

Chief Marketing Officer

Director of Executive Marketing and Brand Strategy

New Alchemy

May 2018 December 2018

Reporting directly to the Founder/Chairman of the Board, I led all corporate marketing, communications, and brand efforts for leading edge global fintech company.

Highlights include:

- Partnered with engineering to develop go to market strategies for innovative blockchain tech projects
- Worked with the sales team to overhaul sales funnel and lead generation strategy, resulting in 25% increase of qualified leads at a 10% reduction of spend
- Stewarded relationships with potential LPs and closed more than \$50MM for Hedgefund
- Developed and executed integrated marketing and PR campaigns in US, China, and Europe
- Created brand architecture for Founder, including PR and awareness campaigns, crisis communications, legacy planning, cultural investments, incubator programs, and philanthropic initiatives

Director of Marketing and Audience Development

Museum of Pop Culture (MoPOP)/EMP Museum

August 2010 March 2017

As a senior leader reporting directly to the CEO, I was directly responsible for annual earned revenues of \$19M, and for guiding the strategic marketing, communications, creative, brand positioning, audience development, membership, and public events supporting the 363 day a year museum. I led a team of 26 professionals as we launched more than 40 world class exhibitions and thousands of events, fundraisers, and community programs, each requiring high performing and innovative multi channel campaigns.

Highlights include:

- 55% growth in ticketed admissions and 52% growth in event attendance
- 41% growth in new members and 48% growth in loyalty/retention
- 198% growth in earned media value and 674% growth in social engagement
- Launched a comprehensive, award winning rename and rebrand to Museum of Pop Culture
- Helped to deliver financial sustainability, eliminating reliance on Founder funding while continuing to increase programmatic impact

Seattle Music Commission

21 Members: Pursuant to Ordinance 124422, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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6	F	5	2.	Commissioner	Sue Ennis	9/1/20	8/31/23	2	City Council
6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/20	8/31/23	1	Mayor
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6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	2	Mayor
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6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	6			0	1	3			6	1		0
Council	4	6			3	3	0			3	0		1
Other													
Total	9	12			3	4	3			9	1		1

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
- **G List *gender identity*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
- RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and voluntary.*



Legislation Text


File #: Appt 02386, **Version:** 1

Reappointment of Nick Vaerewyck as member, Seattle Music Commission, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Nick Vaerewyck		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Ballard	Zip Code: 98107	Contact Phone No. [REDACTED]
Background: <p>Nick Vaerewyck is Vice President of Programming at Climate Pledge Arena and is responsible for the strategic content programming of all concerts, family shows, and special events, as well as facilitating the NHL hockey and WNBA basketball schedules at the new facility.</p> <p>Prior to Climate Pledge Arena, Nick spent four years with Brooklyn Sports and Entertainment at the Nassau Veterans Memorial Coliseum on Long Island, NY as its SVP of Programming and Business Operations overseeing the reopening of the facility following a \$180M renovation. Before Long Island, Nick was at the Talking Stick Resort Arena in Phoenix, AZ as its Director of Event Booking after beginning as the Assistant Controller for both the Arena and Comerica Theatre. Recently, he was honored as a 2020 VenuesNow Generation Next recipient.</p> <p>Originally from Dallas, TX, Nick moved to Arizona and graduated with a Bachelor of Arts in Accountancy from Northern Arizona University. He now resides in the Ballard neighborhood with his wife, Nikki, and two sons.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 8/18/2022		Appointing Signatory: Bruce A. Harrell Mayor of Seattle

*Term begin and end date is fixed and tied to the position and not the appointment date.

SUMMARY

Financially educated venue leader with proven results in programming venue content including concerts, sporting events, and family shows. Experience in finance and accounting. Fosters synergy among key personnel and boosts performance of overall venue. Led cutting-edge initiatives and created new content to improve key performance measures, capturing additional revenue opportunities.

EXPERIENCE

Climate Pledge Arena

July 2020 – Present

Vice President, Programming

- Lead for the day-to-day management and schedule maximization for the Climate Pledge Arena calendar.
- Actively engages with industry content providers, prepare consumer & collegiate athletic bids, and develop non-traditional opportunities with ownership and strategic partners ultimately culminating in 200+ events per year.
- Directly negotiates terms and contracting with arena clients, including license fee, merchandise rates, sponsorship rights, premium seating, experiential sales initiatives, and more.
- Collaborates with arena and team marketing and partnerships departments to maximize ticket sales and promotional opportunities for events.
- Strategically plans events with internal departments at Climate Pledge Arena and arena clients.
- Proactively maintain relationships with agents, promoters, and industry professionals in addition to local influencers, politicians, media, CVB, and sports commission.
- Devise the industry narrative for the building that proves successful and useful for content providers decision-making.

BSE Global, Nassau Coliseum

July 2016 – July 2020

Vice President, Programming

- Led facility reopening, including programming the opening quarter, creating the \$1.5M developmental budget and developing opening marketing plan.
- Achieved #1 in the United States in Billboard Magazine and VenueNow for venues between 10,000 and 15,000 for 2017 and 2018.
- Achieved 2017 Pollstar year-end ranking of #20 in the United States, while being open for only 9 months. Previous ranking prior to renovation was #77. Year-end 2018 results finished #18. Current ranking Q1 2019 #7 in US.
- Lead venue's booking, event finance, and day-to-day marketing teams.
- Managed events calendar, negotiated terms and contracts for the Nassau Coliseum's 77 acres of property, including the arena, exhibition hall, plaza, and open lots, producing \$10M in revenue annually maximizing calendar and property flexibility.
- Cultivated 50+ events annually through tent-pole properties including haunted house Blood Manor, ATP 250 Tournament New York Open, Longines Masters Series, Empire State Fair, Fine Wine and Food Festival, and more.
- Collaborated with building partnerships to understand business objectives and increased building revenue potential by creating annual events including the Key Foods Supermarket Show, Newsday Travel Expo, and more.
- Worked closely with event operations to maximize property opportunities, regularly hosting multiple ticketed events within one day.
- Oversaw property branding and marketing efforts to the community, developing trade opportunities and local media relationships.
- Conceived new revenue opportunities and improved fan experiences through Ticketmaster upsells including VIP Lounge access, prepaid parking, and more, culminating in \$400K of additional revenue

- Managed BSE's relationship with facilities operator AEG and is authority for the execution of BSE's vision of the venue experience for the patron including the guest service, security, and venue cleanliness.
- Functioned as BSE spokesperson for media and other community events.

US Airways Center/Phoenix Suns

September 2007- July 2016

Director, Event Booking

- Lead arena booking, special events, and arena marketing teams and initiatives
- Coordinated calendar, negotiate terms and contracts for the arena hosting over 130 sporting, concert, and family show events annually.
- Increased the Arena's Pollstar year-end ranking from unranked in 2009, to 38 Worldwide, 14 in the USA for 2013. Left building ranked 13th for 1st quarter 2015.
- Increased non-sports team event revenue by 100% from 2009-2016, achieved best results in venue's 20-year history for the 2011-2012 fiscal year, 2012-2013, 2013-2014, & again in 2014-2015.
- Maximized limited ancillary spaces including the pavilion and plaza.
- Conceived new revenue opportunities, improved fan experience, and increased building partner value through Ticketmaster upsells including parking and hotels reservations
- Responsible for handling over \$15M year to year for settlements of all concerts, family shows, and other events for the arena, including event cash requests and special tax situations.

US Airways Center/Phoenix Suns

December 2006 – July 2011

Assistant Controller of Facilities and Events

- Prepared and analyzed budgets for the arena.
- Created in-depth analysis for ticketing bid process, which increased building ticket rebate revenue by 15%.
- Prepared monthly ownership reports with overview of projected concert revenues.
- Prepare & analyze variances of monthly financial statements for the arena. Identify areas of concern; and found ways to reduce costs and more accurately and frequently forecast.

EDUCATION

Northern Arizona University

Bachelor of Science in Accountancy

International Association of Venue Management

Venue Management School

Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/20	8/31/23	1	Mayor
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6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	2	Mayor
6	F	5	20.	Commissioner	Denise Burnside	9/1/22	8/31/25	2	City Council
6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

SELF-IDENTIFIED DIVERSITY CHART					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	6			0	1	3			6	1		0
Council	4	6			3	3	0			3	0		1
Other													
Total	9	12			3	4	3			9	1		1

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
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Legislation Text


File #: Appt 02387, **Version:** 1

Reappointment of Shannon Welles as member, Seattle Music Commission, for a term to August 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Shannon Welles		
Board/Commission Name: Seattle Music Commission		Position Title: Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 9/1/2022 to 8/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: Uptown	Zip Code: 98109	Contact Phone No.: [REDACTED]
Background: <p>Shannon Welles is a lifelong music lover and brings deep passion to her more than 20 years of work in the live music industry. Her background is wide-ranging in visual art, music, and ecology and is deeply rooted in community work. She earned an MFA in Arts Leadership from Seattle University, focusing on the intersections of art, artistic citizenship, and ecology. She is the founder of Friends of The Showbox, a community coalition to landmark and save Seattle's iconic music venue, and she holds a management position with The Showbox. She has deep knowledge of venue operations and worker relations and is an AEG 1Earth Ambassador, dedicated to reducing venues' environmental impact.</p> <p>Shannon is a longtime student of ecosystems and systems thinking, and she founded hypha, a free plant nursery project to grow community networks of plant sharing. She is on the Board of Directors of Friends of the Market and the Advisory Board for Seattle University's Arts Ecosystem Research Project. Shannon leads advocacy for the Washington Nightlife and Music Association (WANMA), and she is also a member of the Seattle REVS cohort, a national project to Reopen Every Venue Safely. She worked with music lovers to build Keep Music Live, a philanthropic campaign to save independent WA venues from permanent closure due to the pandemic. Shannon recently joined Mayor Durkan's Downtown Revitalization Work Group as a nightlife / WANMA representative. She is committed to building and maintaining community relationships and wants to serve Seattle's music sector by engaging venues in equity practices, advocating for cultural workers, reducing venue waste, and dreaming ways to make the sector accessible and inclusive. (Recently in Seattle Times: Showbox manager keeps her staff fed by sending groceries)</p>		
Authorizing Signature (original signature): 		Appointing Signatory: Bruce A. Harrell Mayor of Seattle
Date Signed (appointed): 8/18/2022		

*Term begin and end date is fixed and tied to the position and not the appointment date.

Shannon Welles

ARTS AND COMMUNITY LEADER

Working with deep passion and integrity in Seattle's arts community

Twenty years' community service, organizing, and advocacy in Seattle's arts sector and 22 years' professional experience in live music events

EDUCATION

Seattle University, Seattle, WA: Master of Fine Arts, Arts Leadership

Georgia State University, Atlanta, GA: Post-Baccalaureate study in Fine Art / Photography

University of South Florida, Tampa, FL: Bachelor of Arts, Criminology

RECENT PROFESSIONAL EXPERIENCE

The Showbox / Showbox SoDo / Marymoor Park Concerts, Seattle, WA
Assistant General Manager (January 2020-Present), House Manager (2014-2020)

SELECTED ARTS AND COMMUNITY LEADERSHIP

Nightlife Representative, Mayor Durkan's Seattle Downtown Revitalization Working Group, 2021

Community Advisor, Keep Music Live, 2020-2021: A philanthropic campaign to save Washington's independent live music venues from permanent closure due to COVID-19

Member, Seattle cohort, Reopen Every Venue Safely (REVS), 2020-2021: A national project of 11 pilot cities to reimagine post-pandemic venue safety

Steering Committee / Advocacy Lead, Washington Nightlife & Music Association, 2020-Present

Board of Directors / Advocacy Committee, Friends of the Market, 2020-Present

Alumni Advisor, Arts Ecosystem Research Project, Seattle University, 2020-Present

Founder, Friends of The Showbox, 2018-Present: A community advocacy coalition to landmark and save the iconic Showbox theater

Founder, hypha, 2013-Present: A collaborative project employing art, ecology, and gift giving to grow community networks of plant sharing

Seattle Music Commission

21 Members: Pursuant to *Ordinance 124422*, all members subject to City Council confirmation, 3-year terms:

- 10 City Council-appointed
- 11 Mayor-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	F	1	1.	Commissioner	Joleen Hughes	9/1/20	8/31/23	2	Mayor
6	F	5	2.	Commissioner	Sue Ennis	9/1/20	8/31/23	2	City Council
6	M	n/a	3.	Commissioner	Andrew Joslyn	9/1/20	8/31/23	1	Mayor
6	M	2	4.	Commissioner	Jason Clackley	9/1/20	8/31/23	1	City Council
6	F	2	5.	Commissioner	Anne O'Dowd	9/1/20	8/31/23	1	Mayor
9	M	n/a	6.	Commissioner	Eric Lilavois	9/1/20	8/31/23	1	City Council
2	M	5	7.	Commissioner	Terry Morgan	9/1/21	8/31/24	2	Mayor
2	F	2	8.	Commissioner	Bunnie Moore	9/1/21	8/31/24	1	City Council
3	F	6	9.	Commissioner	Paula Nava Madrigal	9/1/21	8/31/24	2	Mayor
2	F	3	10.	Chair	Sharlese J. Metcalf	9/1/18	8/31/21	2	City Council
3	F	3	11.	Commissioner	Kitty Wu	9/1/21	8/31/24	2	Mayor
2	F	1	12.	Commissioner	Adra Boo	9/1/21	8/31/24	1	City Council
7	M	2	13.	Commissioner	Keola Kama	9/1/21	8/31/24	1	Mayor
1	M	7	14.	Commissioner	Nate Omdal	9/1/21	8/31/24	2	City Council
6	F	7	15.	Commissioner	Shannon Welles	9/1/22	8/31/25	2	Mayor
1	F	2	16.	Commissioner	Caseyann McKay	9/1/22	8/31/25	2	City Council
3	M	3	17.	Commissioner	Jovino Santos Neto	9/1/22	8/31/25	2	Mayor
1	M	2	18.	Commissioner	Daniel D. Pak	9/1/19	8/31/22	2	City Council
6	F	6	19.	Commissioner	Jessica Toon	9/1/22	8/31/25	2	Mayor
6	F	5	20.	Commissioner	Denise Burnside	9/1/22	8/31/25	2	City Council
6	M	6	21.	Commissioner	Nick Vaerewyck	9/1/22	8/31/25	2	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	(1)				(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	6			0	1	3			6	1		0
Council	4	6			3	3	0			3	0		1
Other													
Total	9	12			3	4	3			9	1		1

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
 - **G List *gender identity*, M= Male, F= Female, T= Transgender, NB= Non-Binary O= Other U= Unknown
 - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and voluntary.*



Legislation Text

File #: CB 120461, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement over a portion of the City's fee-owned transmission corridor near 19541 Stone Ave N in Shoreline, Washington; accepting payment for the true and full value of the easement being granted from Ann and Paul Michel, wife and husband; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle ("City") owns a transmission corridor in Section 6, Township 26 North, Range 4 East, W.M., in Shoreline, Washington, King County Tax Parcel Number 0626049028; and

WHEREAS, Ann and Paul Michel, wife and husband ("Michels"), own the property at 19541 Stone Ave N, Shoreline, Washington, adjacent to the City's transmission corridor; and

WHEREAS, part of the carport and the fence of the Michels' property was determined by City Light to be encroaching significantly on the City's transmission corridor; and

WHEREAS, the Michels disputed the ownership of the area within the fence (No. 18-2-54700-8 SEA), which dispute was litigated and ultimately decided in the City's favor; and

WHEREAS, in consideration of resolving the remaining details of the dispute, the Michels have requested an easement to allow them the retention of their carport, the placement of a security fence around their residence, and access to their property; and

WHEREAS, the City Light Department has determined that the easement requested by the Michels is reasonable and an acceptable use of the transmission corridor in accordance with City Light's real property use standards, will not interfere with City Light operations, and is no longer needed exclusively for the City's utility purposes; and

WHEREAS, the Michels will pay the City the fair market value for the easement being granted by the City in the amount of \$62,700.80; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of Revised Code of Washington (RCW) 35.94.040 and after a public hearing, certain real property rights, described in Attachment 1 attached hereto, acquired for an electrical transmission corridor, are no longer needed exclusively for The City of Seattle's utility purposes.

Section 2. The General Manager and Chief Executive Officer of the City Light Department, or the General Manager and Chief Executive Officer's designee, is authorized to execute for and on behalf of The City of Seattle an Easement Agreement substantially in the form attached hereto as Attachment 1.

Section 3. The City Light Department is authorized to accept payment for the easement being granted to the Michels, in the amount of \$62,700.80 and to deposit the proceeds in the City Light Fund.

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 202_, and signed by me in open session in authentication of its passage this _____ day of _____, 202_.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 202_.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 202_.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment 1 - Easement Agreement

Exhibit A to Attachment 1 - Legal Description of Grantor's Property

Exhibit B to Attachment 1 - Legal Description of Grantee's Property

Exhibit C to Attachment 1 - Legal Description of Easement Area

Exhibit D to Attachment 1 - Depiction of Easement Area

Attachment 1 Easement Agreement

When recorded, return to:

SEATTLE CITY LIGHT
Real Estate Services
700 Fifth Avenue, SMT 3338
P.O. Box 34023
Seattle, WA 98124-4023

SEATTLE CITY LIGHT EASEMENT FOR 19541 STONE AVE. N.

Reference #: _____

Grantor: City of Seattle

Grantees: Paul Michel and Ann Michel, husband and wife

Short Legal: Portion of Tract 44 of Wenzlers Echo Lake Tracts, Section 6, Township 26 N,
Range 4 E, W.M.

Tax Parcel #: 0626049028

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT (“Grantor”), hereby grants to Paul Michel and Ann Michel, husband and wife, (Grantees), an easement for the purposes described below (“Easement”) on the Grantor’s real property described in Exhibit A (the “Property”). This Easement is appurtenant to and shall run with the land that makes up Grantee’s property described in Exhibit B.

Except as otherwise set forth herein, Grantees’ rights shall be exercised upon that portion (“Easement Area”) of the Grantor’s Property described in Exhibit C and depicted in Exhibit D.

1. Purpose. Grantees shall have the right and privilege to use the Easement Area for access; parking; landscaping; fencing; and to accommodate the presence, maintenance, repair, replacement of that portion of the Grantees’ existing carport and shed which encroach onto the Property; but not for the enlargement, extension or expansion of the carport and shed nor for the construction or presence of any other structure. Grantees’ use of the Easement Area shall be subject to and in accordance with the terms of this Easement.

Additionally, Grantees shall have the right and privilege for non-exclusive access for ingress and egress over the existing roadway commonly known as Stone Ave North from N 195th St to the

Grantee's property and the Easement Area. Grantor is not obligated to repair, maintain or replace the present roadway or any future alternative roadway or the paved area immediately east of the Grantee's property that now serves as a driveway for the Grantee's property.

If the access location is moved from the present roadway to an alternative location in the future, Grantee would be responsible for the construction and maintenance of any needed modification of that portion of the driveway north of the easterly extension of the southern boundary of the Grantee's property, at their sole cost and expense.

Construction plans for any such modification shall be submitted to the Grantor and must meet the approval of the General Manager and Chief Executive Officer of City Light or their designee before construction.

2. Rights of Others. This Easement may be subject to the rights of others. Grantees are responsible for verifying that its use of the Easement Area will not abridge rights of others, if any.

3. Grantor's Reserved Rights. If Grantor anticipates the need to temporarily use any portion of the Easement Area for construction, maintenance, repair, or safety purposes, Grantor shall make reasonable efforts to notify Grantees in advance. However, in cases of emergency, no such advance notification shall be required. Grantees shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor's Property or allow such interference by their agents, lessees or assigns.

4. Additional Terms and Conditions. Grantees and their successors, agents, and assigns, hereby agree to the following additional terms and conditions:

4.1 The carport shall not be increased in footprint, area or height.

4.2 The Grantor will not be liable for any injury or damage to persons or property arising by reason of portions of the carport being permitted to remain within the Easement Area.

4.3 A minimum of thirty (30) feet of vertical clearance between any transmission conductor and the finished grade of any proposed improvement shall be maintained at all times. A minimum working clearance of twenty (20) feet from 115 kV lines shall be maintained at all times for personnel and machinery. Grantees, their agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.

4.4 Grantees shall not plant, place, or allow existing vegetation to exceed a height of twelve feet within the Easement Area. Grantees are not required to remove the existing cedar tree in the Easement Area, but Grantor reserves the right to trim or remove the existing cedar tree at its sole discretion if Grantor determines that it is necessary.

4.5 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over twenty-five (25) feet shall be driven, pulled, pushed, operated or parked within the Easement Area.

4.6 No blasting or discharge of any explosives shall be permitted within one hundred fifty (150) feet of Grantor's facilities.

4.7 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantees' property. Grantees, their successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor's Property with respect to Grantees' use of the Easement Area.

4.8 Grantees, their successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantees, their successors, and assigns agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of Grantees', their successors', respective agents', employees', invitees', contractors', subcontractors', permittees', licensees', lessees' or sublessees' use of or presence in the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantees shall, upon notice of commencement of such action, defend Grantor at Grantees' sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

4.9 Without limiting Grantees' obligations pursuant to Paragraph 4.8 of this Easement, Grantees shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantees, their successors, or their respective agents, employees, invitees, contractors, subcontractors, permittees, licensees, lessees, or sublessees related to their operations, use of or presence in the Easement Area, the performance of any work in connection with use of the Easement Area, or the exercise of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic

Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

4.10 Grantees shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

4.11 This agreement and all rights granted herein to Grantees shall automatically terminate in the event that Grantees default on the obligations or violates any term or condition set forth in this Easement, and such default is not fully cured following thirty (30) days written notice from the Grantor to Grantees.

5. Effective Date. This Easement shall become effective and binding upon execution by both parties hereto and recording of this Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Dated this _____ day of _____, 20____

GRANTOR:

CITY OF SEATTLE, a Washington municipal corporation
CITY LIGHT DEPARTMENT

By: _____

Printed Name: _____

Title: _____

GRANTEES:

By:

Acknowledged and accepted as to all conditions herein

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Greg Sancewich, to me known to be the Real Estate Services Manager of SEATTLE CITY LIGHT, a department of THE CITY OF SEATTLE, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and is authorized to execute said instrument on behalf of THE CITY OF SEATTLE.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____
 Print name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

(Notary Seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Paul Michel, the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(Notary Seal)

Signature: _____
 Print name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Ann Michel, the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(Notary Seal)

Signature: _____
 Print name: _____
 Notary Public in and for the State of Washington
 Residing at: _____
 My commission expires: _____

Exhibit "A"
Legal Description of Grantor's Property

All of Tract 44 of Wenzlers Echo Lake tracts, according to the plat thereof recorded in Volume 12 of Plats, Page 96, records of King County, Washington.

Situate in the County of King, State of Washington.

Exhibit "B"
Legal Description of Grantees' Property

That portion of Tract 57 of Wenzlers Echo Lake Tracts, according to the plat thereof recorded in Volume 12 of Plats, page 96, records of King County, Washington, lying Northerly of a line parallel with the Southerly line of said tract and intersecting a point 360.00 feet Northerly, measured on the Easterly line of said tract, from the Southeast corner thereof.

Situate in the County of King, State of Washington.

Exhibit "C"

Legal Description of Easement Area

THAT PORTION OF THE CITY OF SEATTLE'S P.N.T. TRANSMISSION LINE RIGHT-OF-WAY IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SEATTLE CITY LIGHT EASEMENT AGREEMENT, RECORDED UNDER RECORDING NUMBER 8801220476, AS SHOWN ON THAT CERTAIN SURVEY AS RECORDED IN BOOK 398 OF SURVEYS, PAGES 089 THROUGH 100, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 15°51'07" EAST, 210.65 FEET ALONG THE EAST LINE OF LOT 57 OF WENTLER'S ECHO LAKE TRACTS AS RECORDED IN VOLUME 12 OF PLATS, PAGE 96, RECORDS OF SAID COUNTY;

THENCE NORTH 88°00'59" EAST, 11.68 FEET;

THENCE SOUTH 08°23'39" EAST, 10.07 FEET;

THENCE SOUTH 04°57'31" WEST, 11.68 FEET;

THENCE SOUTH 07°17'58" WEST, 8.03 FEET;

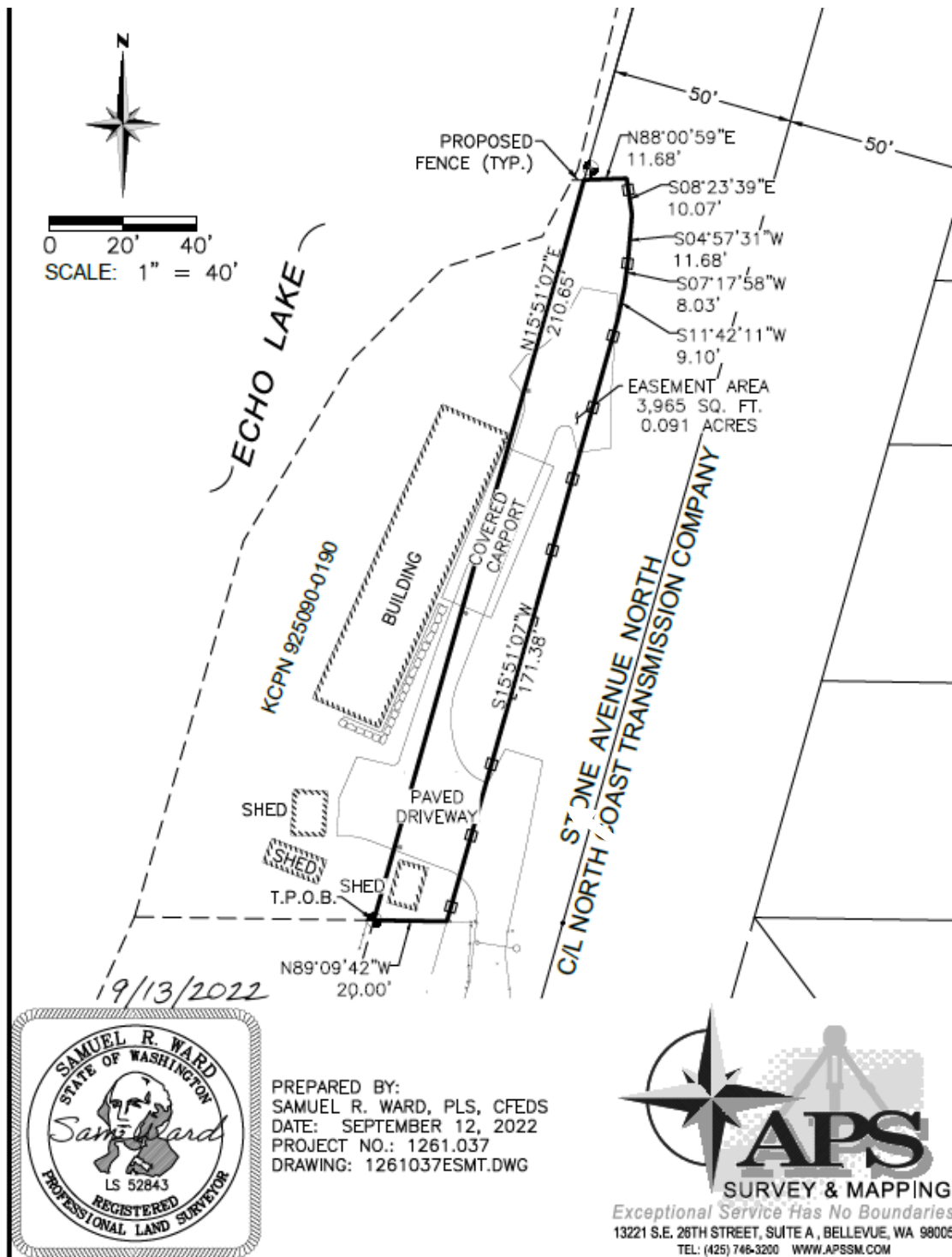
THENCE SOUTH 11°42'11" WEST, 9.10 FEET;

THENCE SOUTH 15°51'07" WEST, 171.38 FEET TO THE NORTH LINE OF SAID SEATTLE CITY LIGHT EASEMENT AGREEMENT;

THENCE NORTH 89°09'42" WEST ALONG SAID NORTH LINE, 20.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT AREA CONTAINS 3,965 SQUARE FEET, MORE OR LESS.

Exhibit "D"
Depiction of Easement Area



SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
City Light	Mike Haynes/206-684-3618	Greg Shiring/206-386-4085

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to execute an agreement for the City to grant an easement over a portion of the City's fee-owned transmission corridor near 19541 Stone Ave N in Shoreline, Washington; accepting payment for the true and full value of the easement being granted from Ann and Paul Michel, wife and husband; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

In recent years City Light has been conducting a program to resolve encroachments on its fee-owned right-of-way (ROW). In November of 2018 an encroaching property owner in Shoreline filed a lawsuit against City Light, challenging the utility's ownership of the land in question. The legal issues were resolved in the City's favor in the spring of 2022. The neighboring property owner and City Light have entered into a tentative settlement of all the remaining issues, subject to the City granting and the neighbor paying for an easement. This easement would be for access and the use of a smaller part of City Light land to allow for more productive use of the neighbor's own property without impacting City Light's present or future use of the ROW for its electrical system. This ordinance would authorize City Light to grant this easement.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Are there financial costs or other impacts of *not* implementing the legislation?
Loss of \$62,700.80 in proceeds, and likely violation of court-approved settlement agreement.

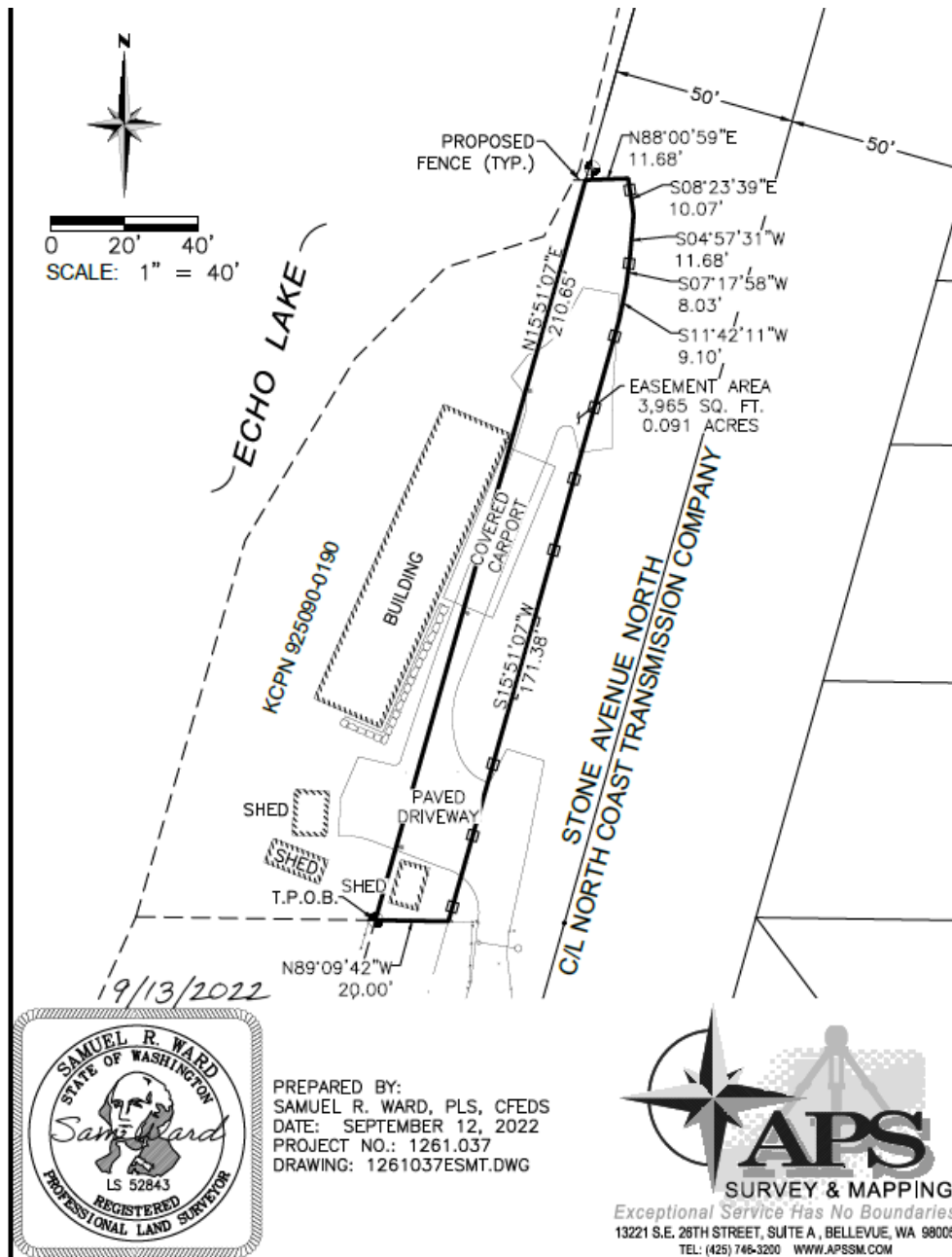
4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.
- b. **Is a public hearing required for this legislation?**
Yes – required by RCW 35.94.040.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- d. **Does this legislation affect a piece of property?**
Yes.
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
No such implications or impact. There are no communications to the public about this proposal.
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
No.
 2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
This action will not affect resiliency positively or negatively.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)?**
No new initiatives or program expansions.

Summary Attachments:

Summary Attachment 1 - Depiction of Easement Area

Depiction of Easement Area



This map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Michel Easement Ordinance

Economic Development, Technology & City Light Committee

December 14, 2022



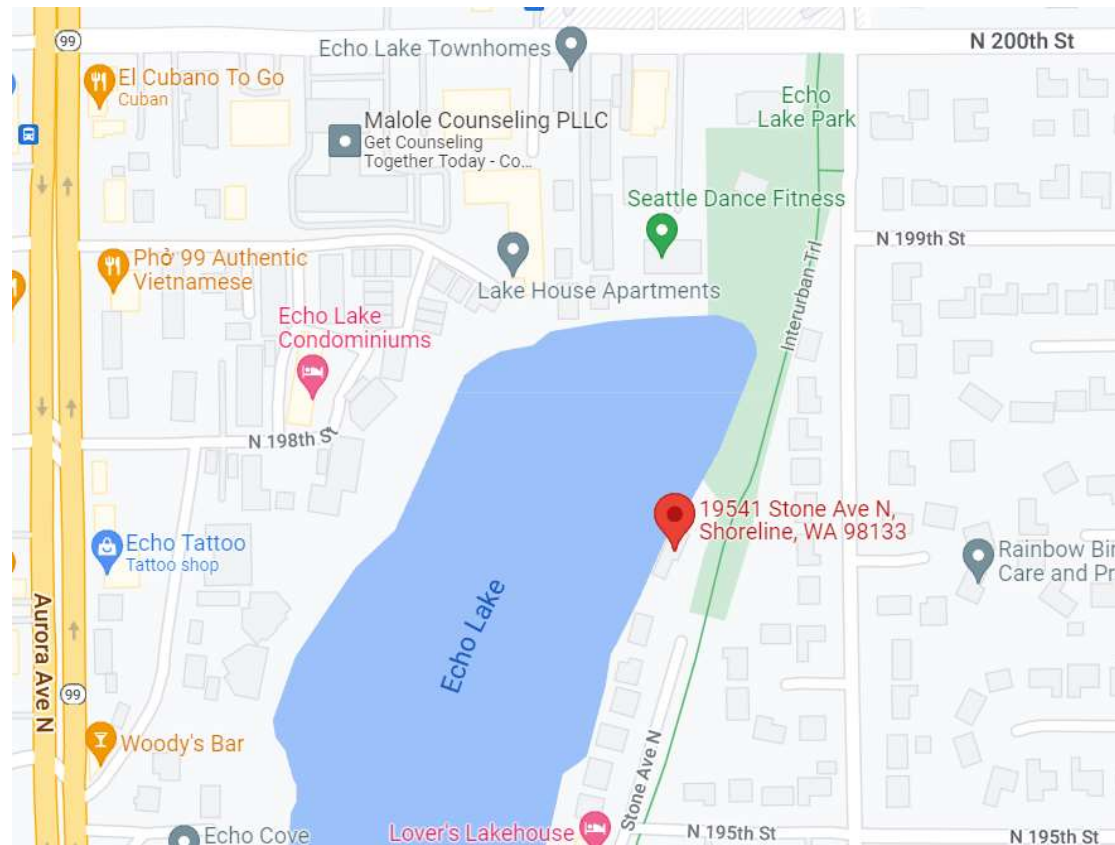
Seattle City Light

WE POWER SEATTLE

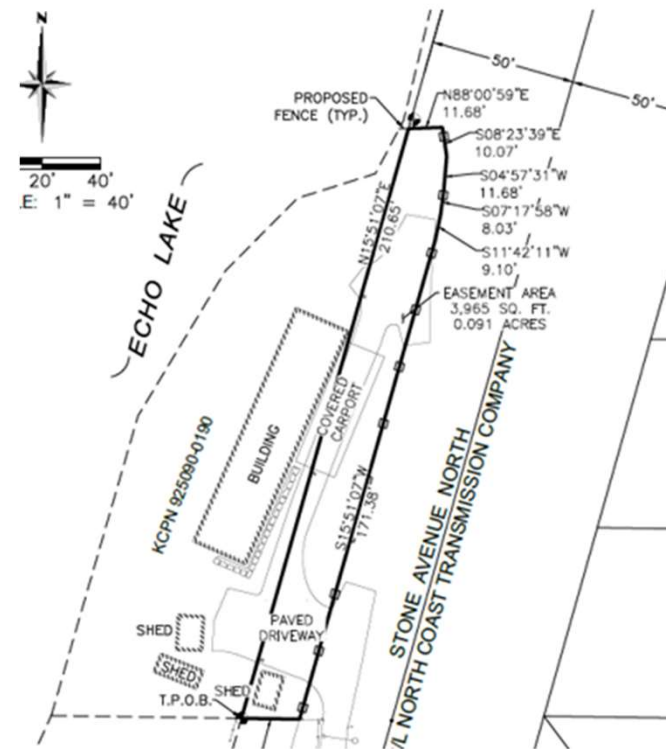
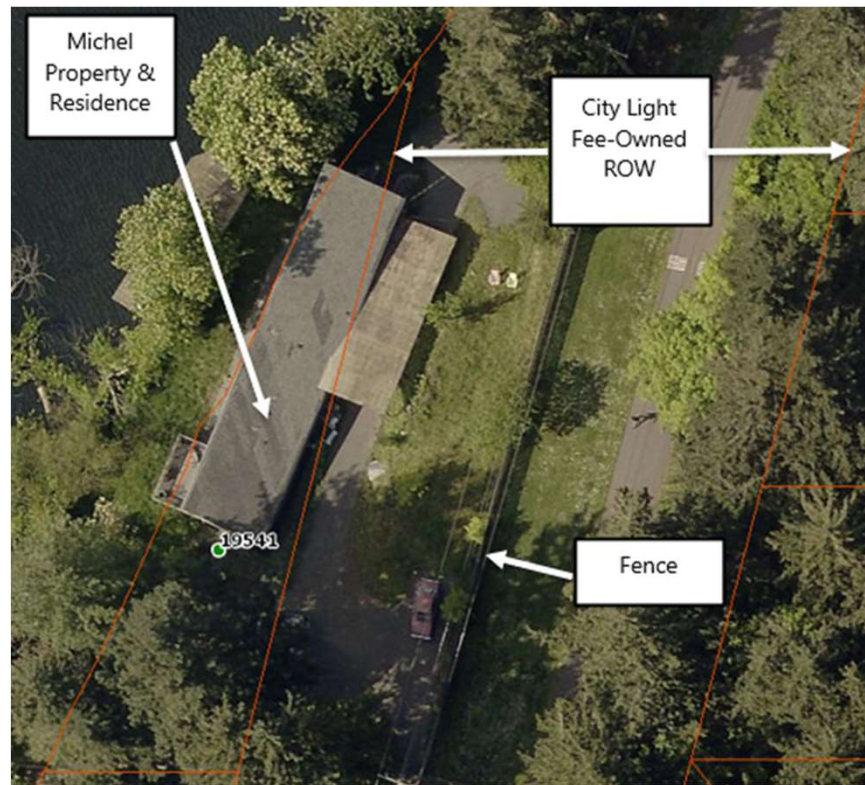
Background

- City Light commenced a program in 2018 to resolve encroachments within its corridors
- Michel Property encroachment was identified early in the program
- The fence had been in place for many years, sometimes under permit, sometimes not.
- Owner had security concerns about removing the fence
- Dispute led to litigation in 2018.

Michel Property Location



Encroachment & Easement Location



Resolution of Dispute

- Washington State Court of Appeals confirmed in 2021 City Light's property rights and more broadly clarified certain claims against publicly held property
- City Attorney's Office negotiated a settlement agreement to resolve remaining issues and close out litigation
 - Agreed to provide an easement for a smaller area for \$62,700.80 to include carport and a relocated fence
 - Agreed to provide reasonable time for the construction of a new fence in the easement area before removal of the old fence

THANK YOU



Seattle City Light



Legislation Text

File #: CB 120430, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to convey an easement to the City of Shoreline; and accepting the payment of fair market value for the easement.

WHEREAS, the City Light Department of The City of Seattle (“City Light”) operates a public power system for The City of Seattle and surrounding communities, including a transmission corridor through the City of Shoreline (“Shoreline”); and

WHEREAS, City Light owns fee title as part of its electric transmission corridor through Shoreline, which is a portion of City Light’s larger electric transmission and distribution corridors; and

WHEREAS, City Light acquired the property from the Puget Sound Power & Light Company on March 5, 1951, for its electric transmission and distribution system over, across, and through certain properties in what is now present-day Shoreline; and

WHEREAS, Shoreline operates and maintains the Interurban Trail through a Memorandum of Agreement with City Light, dated August 9, 2001; and

WHEREAS, Shoreline plans to construct roadway access over and across a portion of the transmission corridor to provide the safe connection of neighboring properties and crossing of the Interurban Trail; and

WHEREAS, the Interurban Trail provides public infrastructure that supports Shoreline’s continued growth and regional connectivity for community members and makes possible an alternative transportation corridor; and

WHEREAS, City Light’s interests in the surface of the property are not necessary for continued operation and

maintenance of the City Light facilities; and

WHEREAS, Shoreline wishes to purchase the necessary rights from City Light and City Light wishes to convey the necessary rights to Shoreline for roadway access while retaining the necessary rights for current and future City Light infrastructure, including but not limited to transmission and distribution lines for operation and maintenance, together with access to its electric transmission and distribution facilities for the sum of \$33,000, which represents the fair market value of the property to be released; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This real property transaction is exempt from the provisions of Seattle City Council Resolution 31424 regarding disposition of City Light surplus properties.

Section 2. Pursuant to the provisions of Revised Code of Washington (RCW) Section 35.94.040, certain portions of the City Light property are no longer needed for The City of Seattle's utility purposes and are declared surplus to City needs.

Section 3. The General Manager and Chief Executive Officer of the City Light Department, or the General Manager and Chief Executive Officer's designee, is authorized to enter into the necessary agreements with the City of Shoreline ("Shoreline") for the conveyance of the easement in substantially the form as attached hereto as Attachment 1 to this ordinance ("Easement").

Section 4. The General Manager and Chief Executive Officer of the City Light Department, or the General Manager and Chief Executive Officer's designee, is authorized to execute the Easement conveying certain portions of the City Light property to Shoreline and reserving the necessary rights for City Light's electric transmission and distribution lines, and to record the Easement with the King County Recorder.

Section 5. The General Manager and Chief Executive Officer of the City Light Department, or the General Manager and Chief Executive Officer's designee, is authorized to accept payment of \$33,000 for the easement and deposit the payment into the City Light Fund.

Section 6. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the _____ day of _____, 2022, and signed by
me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

_____, City Clerk

(Seal)

Attachments:
Attachment 1 - Roadway Easement

AFTER RECORDING RETURN TO:

City of Shoreline
Attn:
17500 Midvale Avenue N
Shoreline, WA 98133

Document Title: Easement
Reference Number of Related Document:
Grantor(s): City of Seattle
Grantee(s): City of Shoreline
Legal Description: TBD
Additional Legal Description is on Page ____ of document
Assessor's Tax Parcel Number: TBD

ROADWAY EASEMENT

Grantor(s): The City of Seattle
Grantee: City of Shoreline
Abbreviated Legal Description: PTN NW-NW –SEC 18, T-26N, R4E
Assessor's Tax Parcel No(s): 182604-9232
PM No(s): 260418-2-032

THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its Seattle City Light Department, ("Grantor") is the owner of real property located in the City of Shoreline commonly known as **15500 Aurora Ave N, Seattle, WA, 98133, USA** and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

CITY OF SHORELINE, a Washington municipal corporation, ("Grantee") has requested an easement from Grantor to construct street, curb, sidewalk, driveway and landscaping improvements according to the plans titled WESTMINSTER WAY N & N 155TH ST IMPROVEMENTS ("Plans"), which are attached hereto as **Exhibit B** and by this reference made a part hereof.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of **Thirty-Three Thousand Dollars (\$33,000)** and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") within, over, across, through, and upon the portion of the Property, more particularly described in the attached **Exhibit C** and depicted in the attached **Exhibit D** ("Easement Area") for the sole purpose of constructing, operating and maintaining the improvements identified and described on the Plans (altogether the "Improvements"), subject to the terms and conditions contained within this Easement.

2. Grantee's Use of Easement Area. Grantee shall apply for any and all permits necessary for the purpose described above. Grantee shall be responsible for all work performed under such permit(s), and for any and all fees that may accrue during review of Grantee's permit application and after issuance of such permit(s).

Grantee, its successors, employees, contractors and assigns will not construct, install, place or allow any building, structure or other improvement within the Easement Area except those improvements as depicted in the described Plans that have been reviewed and accepted by Grantor. Grantor's acceptance of the Plans has been granted as of the date of this Easement. If, for any reason, the Plans undergo any change prior to or during construction, Grantee shall submit the new plans to Grantor for its review and written approval. No work shall commence until Grantee receives Grantor's written approval.

3. Damage and Restoration. Grantee is responsible for any damages to Grantor from Grantee's use of the Easement Area, as further specific in paragraph 5 below. If the Easement Area is disturbed or damaged by any of Grantee's activities, Grantee shall replace or restore the Easement Area to a condition that is as good as or better than that which existed prior to the use, or as otherwise agreed by Grantor in writing.

4. Grantor's Use of Easement Area. Grantor may use the Easement Area so long as Grantor's use does not interfere with Grantee's described use of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

Grantor reserves the right to locate any electric facilities or other support structures, and any other appurtenances, facilities or equipment in the future pursuant to its ownership of the Property within the Easement Area. Upon request from Grantor, Grantee shall remove any and all above ground structures and materials from the Easement Area that interfere with Grantor's ownership rights.

5. Representations and Indemnifications. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee hereby agrees to indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee or its employees, agents, contractors, or permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee or its employees, agents, contractors, or permittees. To the extent governed by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents, contractors, or permittees.

- a) Grantee, its successors in interest, agents, employees, subcontractors and assigns, will assume all risk of loss, damage or injury which may result from its use of the Easement Area. It is understood and agreed that any damage to Grantor's Property, caused by or resulting from the use of the Easement Area by Grantee, its successors in interest, agents, employees, subcontractors and assigns may be repaired by Grantor and the actual cost of such repair shall be charged against and be paid by Grantee or its successors.
- b) Grantee, its successors in interest, agents, employees, subcontractors and assigns, agrees that the Grantor shall not be liable for any damages to Grantee's Improvements by reason of any construction, alterations, or maintenance performed in the Easement Area by Grantor, its agents or representatives.
- c) Grantee, their successors in interest, agents, employees, subcontractors and assigns, agrees to protect and save harmless Grantor from all claims, actions or damages of every kind and description, which may accrue from or be suffered by reason of the use of the Easement Area by Grantee, its successors in interest, agents, employees, subcontractors or assigns, or from the

performance of any work in connection with such use; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee, its successors in interest, agents, employees, subcontractors and assigns shall, upon notice to Grantee, its successors in interest, agents, employees, subcontractors or assigns of commencement of such action, defend the same at the sole cost and expense of Grantee, its successors in interest, agents, employees, subcontractors or assigns, and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to the Grantor.

- d) Grantee, its successors in interest, agents, employees, subcontractors and assigns agrees not to use the Easement Area for any other purpose whatsoever except as set forth above, and further agree that the Grantor, by and through the CEO and General Manager of City Light, shall be the sole judge of any conflict or violation of such use as above stated. The Grantor, by and through the CEO and General Manager of City Light, shall have the right at all times to suspend any or all operations within the Easement Area, not expressly permitted or allowed by this Easement, which are deemed to be detrimental to the best interests of Grantor.

6. Notice. Wherever in this Easement written notices are to be given or made, they will be served, personally delivered, or sent by certified or overnight mail addressed to the parties at the addresses listed below unless a different address has been designated in writing and delivered to the other party.

GRANTOR:
The City of Seattle
Attn: Seattle City Light Real Property Services
700 Fifth Avenue, Suite 3900
Seattle, WA 98124

GRANTEE:
City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

7. Binding Effect. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns. Grantee shall have the right to transfer or assign this Easement to Grantor and its successors and assigns, but Grantee may not assign it to any other entity without Grantor's prior written approval.

8. Recording. Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 202_____.
Day Month Year

Grantor:
The City of Seattle, a Washington municipal corporation, acting by and through its City
Light Department,

By: _____

Its: _____

(Corporate)

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

I certify that I know or have satisfactory evidence that _____ and
_____ (is/are) the person(s) who appeared before me, and said
person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he
is/she is /they are) authorized to execute the instrument and acknowledged it as the
_____ and _____ of
_____ to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

Dated and signed on this _____ day of _____, 202_____.
Day Month Year

Grantee:
City of Shoreline, a Washington municipal corporation

By: _____

Its: _____

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the
_____ of **CITY OF**
SHORELINE to be the free and voluntary act of such party for the uses and purposes
mentioned in this instrument.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

(PER DEED REC. NO. 3954784, SEPT. 29, 1949)

A STRIP OF LAND 100 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 18 WHICH IS ALSO A POINT ON THE CENTER LINE OF PRIMARY STATE HIGHWAY NO. 1, NORTH 115TH STREET TO NORTH 160TH STREET, AS NOW LOCATED AND OF RECORD IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WA AT HIGHWAY ENGINEER’S SURVEY STATION 185+55.9;

RUN THENCE NORTH 1°09'30" WEST ALONG SAID CENTERLINE A DISTANCE OF 88.50 FEET TO HIGHWAY ENGINEER’S SURVEY STATION 186+44.40;

THENCE SOUTH 88°50'30" WEST A DISTANCE OF 65 FEET TO THE INITIAL POINT OF THIS DESCRIPTION;

THENCE CONTINUING SOUTH 88°50'30" WEST 95 FEET TO A POINT;

THENCE NORTH 1°09'30" WEST AND PARALLEL WITH SAID CENTER LINE A DISTANCE OF 435.6 FEET TO A POINT;

THENCE NORTH 38°38'50" EAST 156.21 FEET TO A POINT WHICH IS 60 FEET DISTANT WESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE;

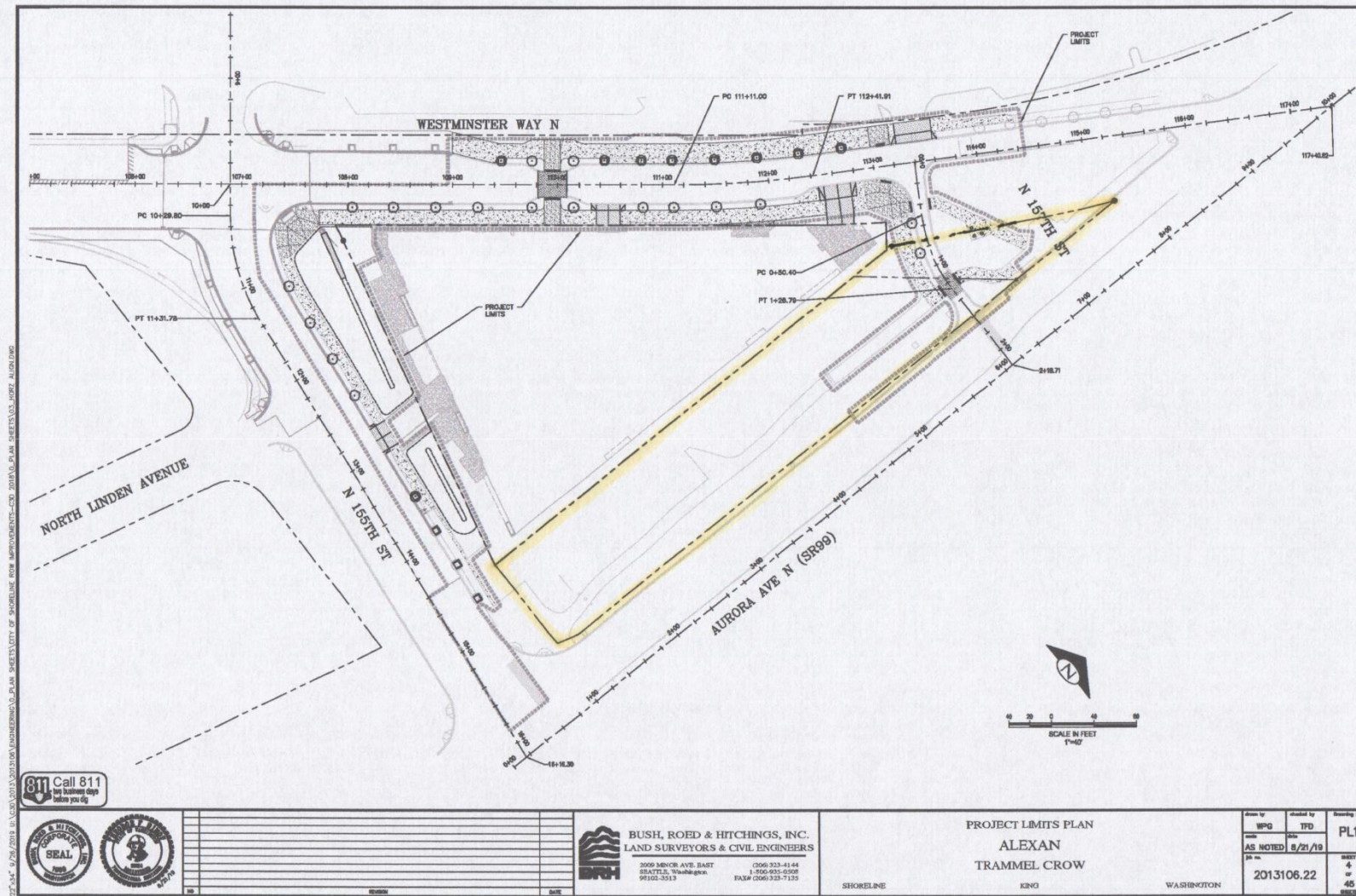
THENCE SOUTH 1°09'30" EAST AND PLW SAID CENTER IN 535.60 FEET; THENCE SOUTH 12°52'40" WEST 20.62 FEET, MORE OR LESS, TO THE INITIAL POINT AND THE END OF THIS DESCRIPTION;

EXCEPTING THEREFROM ALL THAT PORTION OF SAID DESCRIBED STRIP WHICH LIES WITHIN THE RIGHT-OF-WAY OF THE SEATTLE—EVERETT—TRACTION COMPANY (NOW PUGET SOUND POWER & LIGHT COMPANY) AND NOW OWNED BY SAID PUGET SOUND POWER A LIGHT COMPANY. THE LANDS BEING HEREIN CONVEYED CONTAIN AN AREA OF 20.90 ACRES, MORE OR LESS. THE SPECIFIC DETAILS CONCERNING ALL OF WHICH ARE TO BE FOUND WITHIN THAT CERTAIN MAP OF DEFINITE LOCATION NOW OF RECORD AND ON FILE IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, WA AND BEARING DATE OF APPROVAL MARCH 19, 1948, REVISED SHEET 7 OF 11 JANUARY 7, 1949 AND REVISED SHEET 8 OF 11 SEPTEMBER 17, 1948 AND AS SHOWN OUTLINED IN RED ON BLUEPRINT MAP ATTACHED HERETO AND MADE A PART HEREOF. (SAID MAPS ATTACHED HERETO).

Att 1 – Roadway Easement
V1

EXHIBIT “B”

PLANS



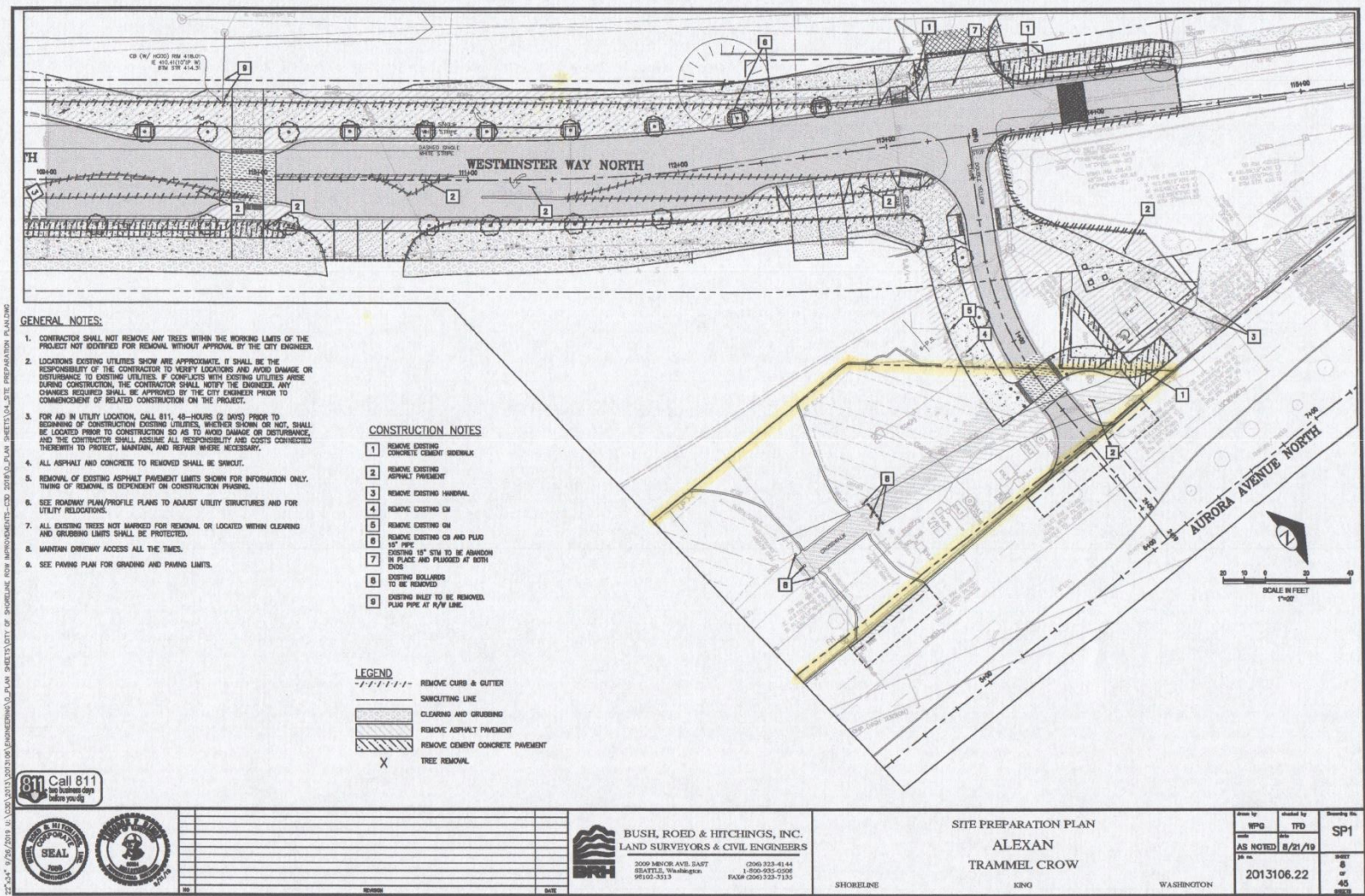




EXHIBIT “C”

LEGAL DESCRIPTION OF ROADWAY EASEMENT AREA

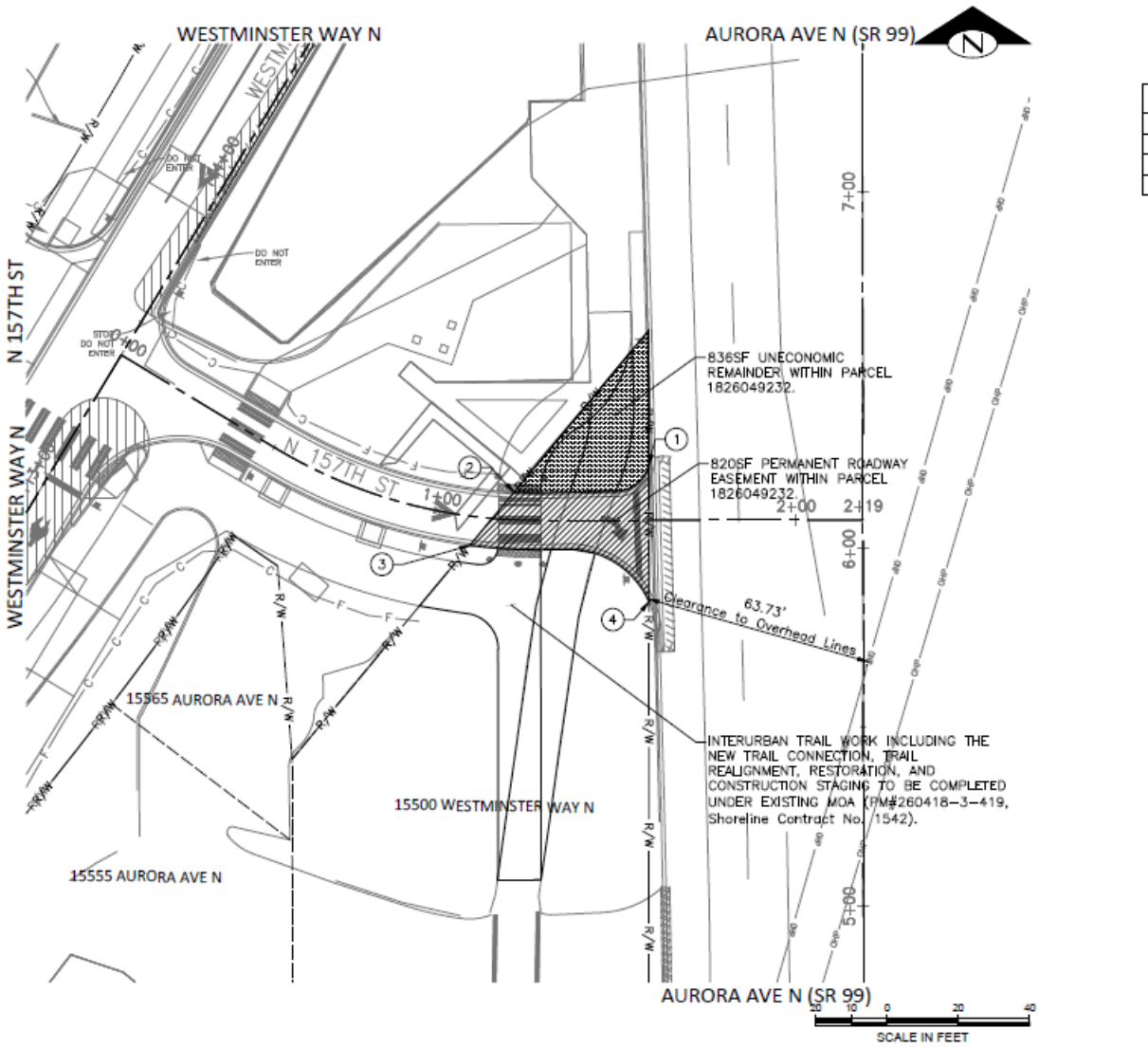
THAT PORTION OF THE PROPERTY DESCRIBED IN DEED RECORDED UNDER NUMBER 3954784 ON SEPTEMBER 29, 1949, RECORDS OF KING COUNTY, WASHINGTON AND SHOWN ON RECORD OF SURVEY RECORDED UNDER NUMBER 2013001900007 ON OCTOBER 1ST, 2013, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL, SAID POINT ALSO LYING ON THE WESTERLY MARGIN OF THE AURORA AVENUE NORTH, AND ON THE EASTERLY MARGIN OF WESTMINSTER WAY NORTH;
THENCE SOUTH 0°02'25" EAST ALONG SAID WESTERLY MARGIN OF AURORA AVENUE NORTH, A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 0°02'25" EAST ALONG SAID MARGIN, A DISTANCE OF 39.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 24.50 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 69°26'02" EAST;
THENCE NORTHWESTERLY 29.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°28'27";
THENCE SOUTH 89°57'35" WEST, A DISTANCE OF 8.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 148.50 FEET;
THENCE NORTHWESTERLY 18.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°02'16" TO A POINT ON SAID EASTERLY MARGIN OF WESTMINSTER WAY NORTH;
THENCE ON A NON-TANGENT LINE NORTH 39°45'55" EAST ALONG SAID MARGIN, A DISTANCE OF 19.65 FEET;
THENCE SOUTH 88°06'50" EAST, A DISTANCE OF 7.28 FEET;
THENCE NORTH 89°57'35" EAST, A DISTANCE OF 21.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 9.50 FEET;
THENCE NORTHEASTERLY 12.75 FET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°55'00" TO THE POINT OF THE BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING AN AREA OF 820 SQUARE FEET, MORE OR LESS.

EXHIBIT “D”

SKETCH OF ROADWAY EASEMENT



ROW LEGEND

	PROPOSED EASEMENT
	UNECONOMIC REMAINDER
	PROPERTY LINES
	RIGHT-OF-WAY LINE

PARCEL INFORMATION

PARCEL	PARCEL (PARCEL NO.)	PARCEL ADDRESS	OWNERSHIP (TAXPAYER)
1	1826049232	15500 WESTMINSTER WAY N 98133	SEATTLE CITY OF SCL

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle City Light	Mike Haynes/684-3618	Greg Shiring/386-4085

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to convey an easement to the City of Shoreline; and accepting the payment of fair market value for the easement.

Summary and Background of the Legislation:

Seattle City Light owns an electrical transmission corridor through the City of Shoreline. A portion of the corridor crosses through property located at 15500 Westminster Way N, Shoreline, WA 98133. The City of Shoreline will use the area as part of its roadway system which will support neighboring developments and provide a safe connection of the inter-urban trail and pedestrian bridge crossing Aurora Ave N.

The easement will ensure compatibility for long-term operations by City Light and the City of Shoreline. The fair market value for the easement is \$33,000.

Surface rights associated with the easement for the City Light are not necessary for the continuing operation and maintenance of City Light electric transmission and distribution lines and City Light will retain all aerial easement rights above, over, across and through the property to allow City Light to continue to construct, operate, and maintain its electric transmission and distribution lines in perpetuity.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Are there financial costs or other impacts of *not* implementing the legislation?
Loss of \$33,000 in proceeds.

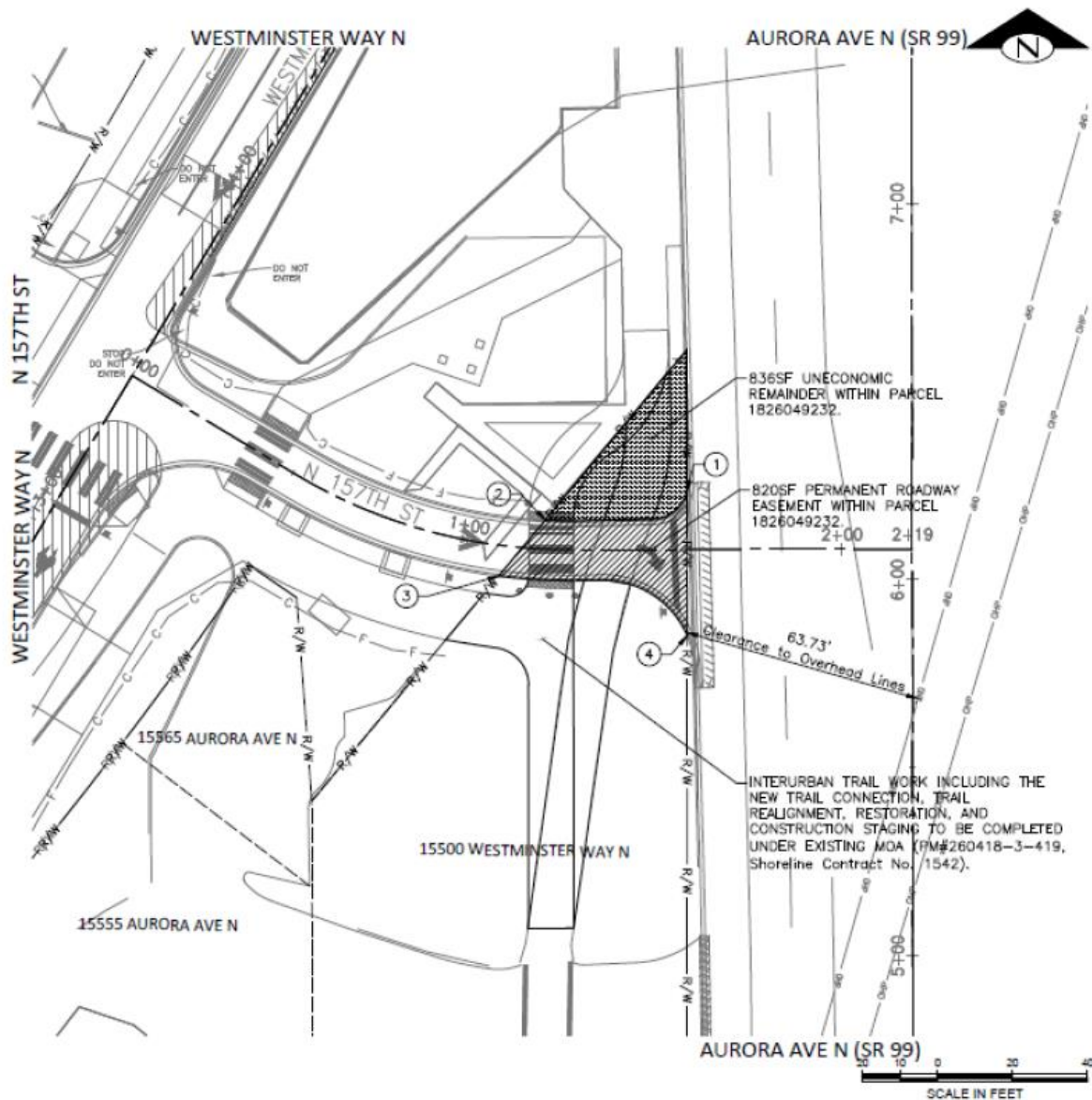
4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
No.
- b. **Is a public hearing required for this legislation?**
Yes.
- c. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- d. **Does this legislation affect a piece of property?**
Yes. The easements are mapped in Seattle City Light's Real Property Geographic Information System (GIS).
- e. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**
There are no identified or perceived impacts to vulnerable or historically disadvantaged communities. A Language Access Plan is not applicable.
- f. **Climate Change Implications**
1. **Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**
No. There is not an identified increase or decrease in carbon emissions.
 2. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
There is no material impact to Seattle's resiliency to climate change.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**
Not applicable

Summary Attachments:

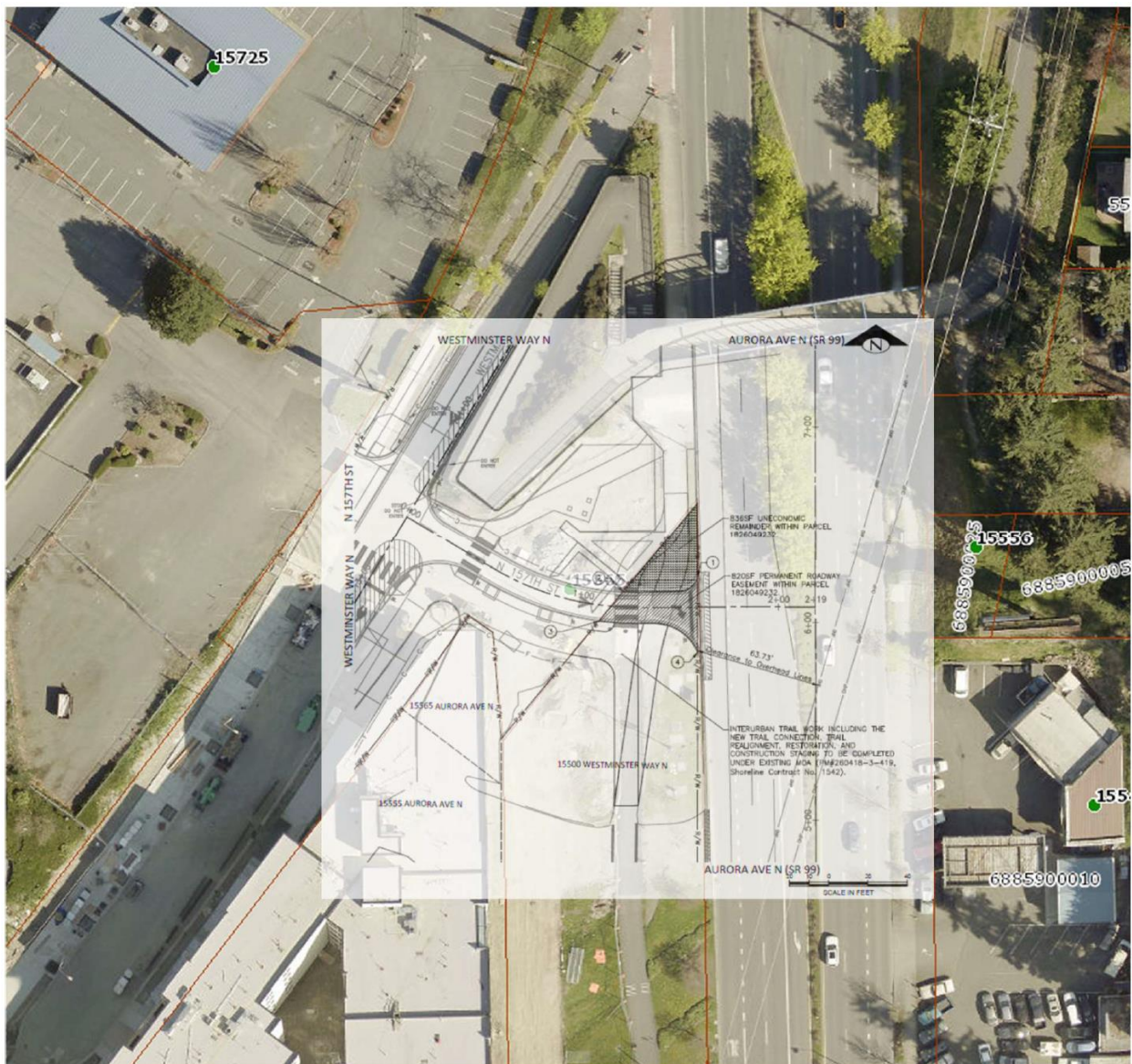
Summary Attachment 1 - Depiction of Easement Area to Be Granted to City of Shoreline

Depiction of Easement Area to Be Granted to City of Shoreline



Map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

Aerial Overlay of Site plan with Easement Area to Be Granted to City of Shoreline



Map is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.



Shoreline Easement Ordinance

Economic Development, Technology & City Light Committee

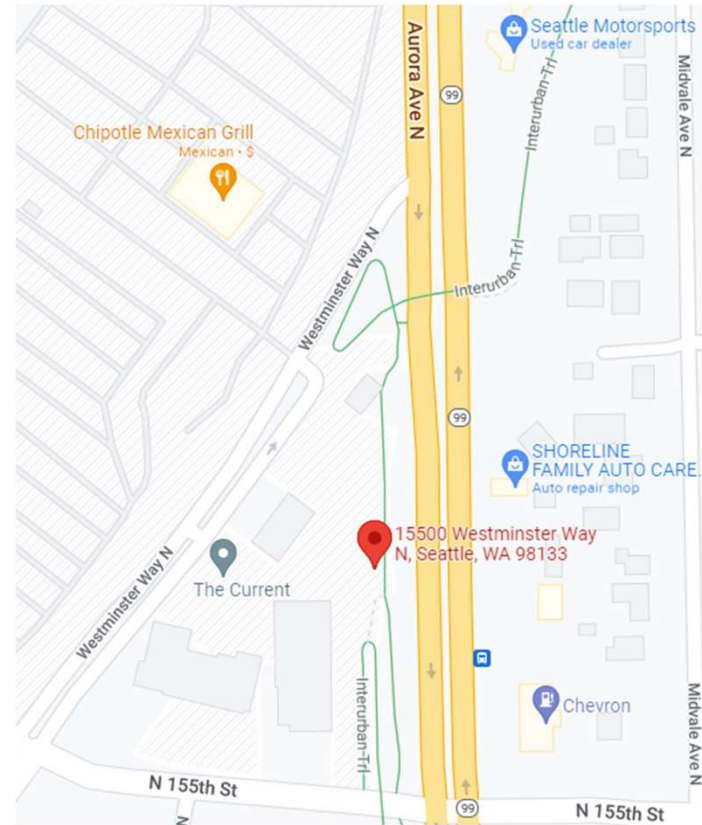
December 14, 2022



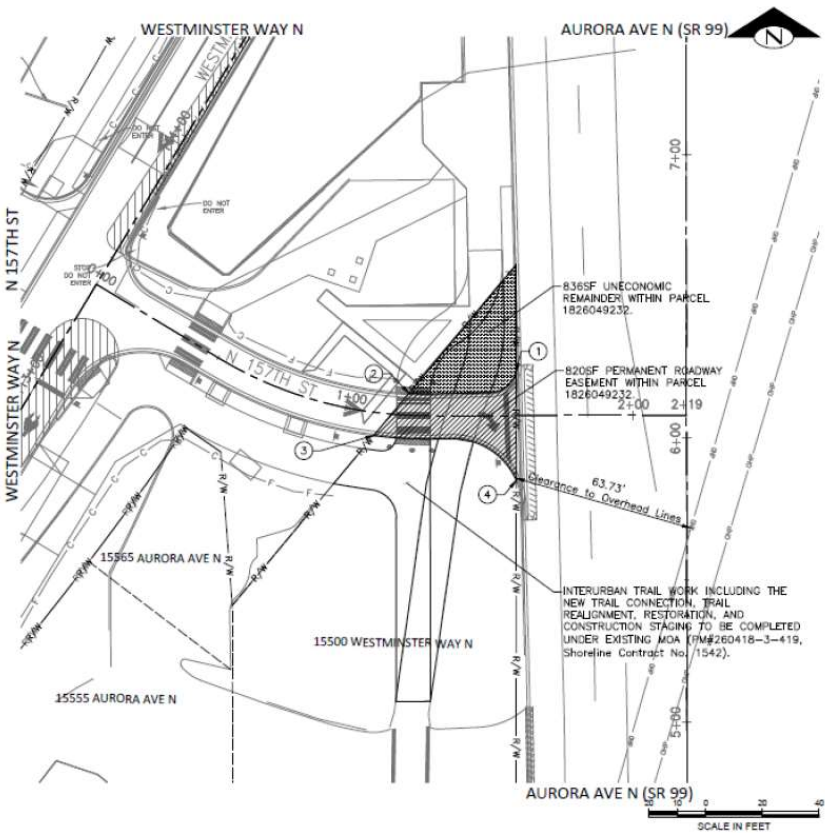
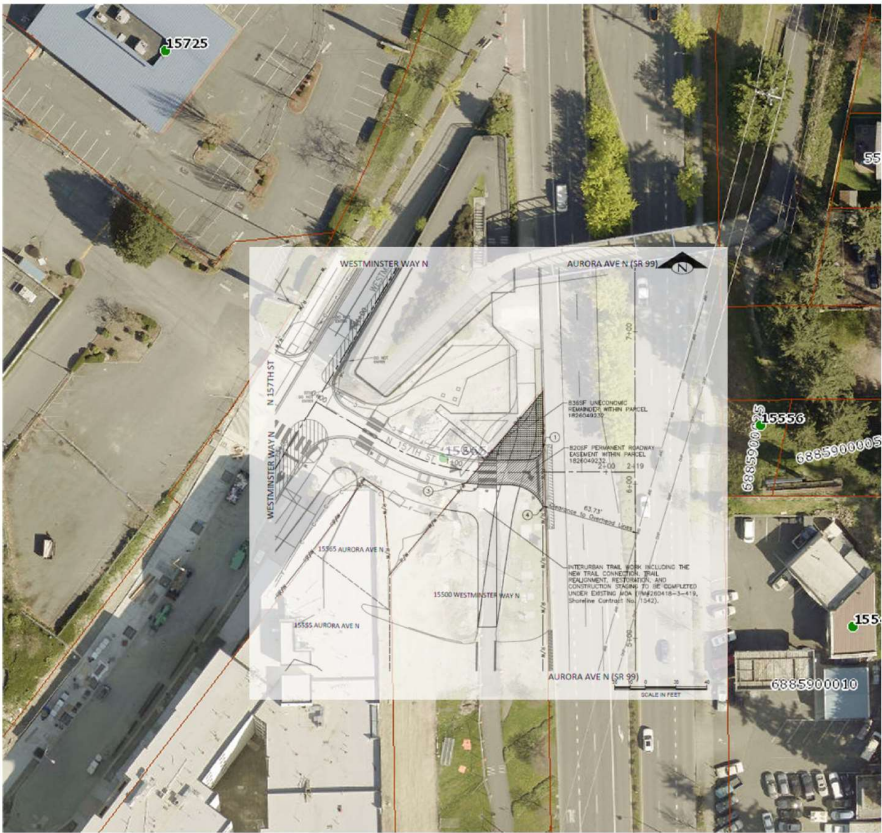
Seattle City Light

WE POWER SEATTLE

Easement Location – City of Shoreline



Easement Purpose



Easement Summary

- Easement area is a portion of City Light's existing transmission corridor within the City of Shoreline
- Preserves City Light's rights necessary for safe and reliable transmission of electricity
- The easement area will be used by the City of Shoreline as part of its roadway system
- Increases the safety and functionality of the inter-urban trail with a revised connection for non-vehicular passage over Aurora Ave N

What the Ordinance Does

- Declares easement area surplus to City Light's exclusive use.
- Authorizes granting of easement and acceptance of payment in the amount of \$33,000 from the City of Shoreline.

THANK YOU



Seattle City Light



Legislation Text

File #: CB 120481, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the City Light Department; approving a ten-year franchise to construct, operate, maintain, replace, and repair an electrical light and power system in, across, over, along, under, through, and below certain designated public rights-of-way in unincorporated King County; and ratifying and confirming certain prior acts.

WHEREAS, the King County Council adopted King County Ordinance 18403 in November 2016, which directs King County to derive reasonable compensation for the use of its rights-of-way; and

WHEREAS, representatives of the City Light Department and King County began meeting in 2017 to negotiate a new long-term franchise agreement consistent with King County Ordinance 18403, to construct, operate, maintain, replace, and repair the City Light Department's electrical light and power system in, across, over, along, under, through, and below certain designated public rights-of-way in unincorporated King County; and

WHEREAS, comprehensive terms of this franchise have been agreed upon that are acceptable to both The City of Seattle and King County; and

WHEREAS, the King County Council adopted King County Ordinance 19, which approves and authorizes execution of this new franchise agreement for City Light Department operations in rights-of-way of unincorporated King County; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The City of Seattle hereby approves a franchise agreement for the operation of an electric light and power system by the City Light Department in certain designated rights-of-way in unincorporated

King County, a copy of which is attached to this ordinance as Attachment A. The General Manager and Chief Executive Officer of the City Light Department is authorized to accept and execute the franchise agreement on The City of Seattle's behalf.

Section 2. Any action taken after passage of this ordinance but prior to its effective date, that is consistent with the authority of this ordinance, is ratified, approved, and confirmed.

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

Passed by the City Council the _____ day of _____, 2022, and signed by me in open session in authentication of its passage this _____ day of _____, 2022.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2022.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2022.

Elizabeth M. Adkisson, Interim City Clerk

(Seal)

Attachments:

Attachment A - City of Seattle Department of City Light Right-of-Way Franchise

ATTACHMENT A:

FRANCHISE AGREEMENT

**City of Seattle
Department of City Light**

RIGHT-OF-WAY FRANCHISE

Franchise No. _____

King County, Washington

Table of Contents

RECITALS	4
APPLICATION AND HEARING	4
GRANT OF FRANCHISE.....	5
TERMS AND CONDITIONS.....	5
Section 1. Definitions	5
Section 2. Non-Exclusive Franchise	8
Section 3. Term; Early Termination	9
Section 4. Right-of-Way Construction Permit Required	10
Section 5. Emergency Work.....	10
Section 6. Compliance with Applicable Laws; Performance Standards	11
Section 7. Restoration of County ROW.....	12
Section 8. Maps and Records.....	13
Section 9. Relocation of Franchisee Facilities	14
Section 10. Roadside Management Plan.....	16
Section 11. Hazardous Materials	17
Section 12. Dangerous Conditions, Authority for County to Abate	19
Section 13. Abandonment of Franchisee Facilities	20
Section 14. Consideration	21
Section 15. Hold Harmless and Indemnification	22
Section 16. Franchise Administration.....	23
Section 17. Insurance Requirements.....	23
Section 18. Incorporation and Annexation	28
Section 19. Vacation.....	29
Section 20. Assignment and Colocation	29
Section 21. Default, Revocation, and Termination	30
Section 22. Remedies to Enforce Compliance; No Waiver	31
Section 23. County Ordinances and Regulations - Reservation of Police Power	31
Section 24. Eminent Domain	32
Section 25. Survival.....	32
Section 26. Governing Law, Stipulation of Venue, and Non-Discrimination.....	33
Section 27. Severability	33
Section 28. Notice and Emergency Contact	33
Section 29. Acceptance.....	34

Section 30. Amendment.....	34
Section 31. Incorporation of Recitals	34
EXHIBIT A.....	37
EXHIBIT B.....	41

RECITALS

WHEREAS, Pursuant to, Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010 and Chapter 6.27 of the King County Code ("KCC" or "County Code"), King County, a charter county and political subdivision of the State of Washington (the "County"), is authorized to grant franchises for use of County Road Rights-of-Way ("County ROW"); and

WHEREAS, King County grants franchises to public and private utility companies and municipal Utilities ("Utilities") that authorize such entities to use County ROW to provide utility services to the public throughout King County, and franchises grant a valuable property right to the Utilities to use the County ROW, which allows the Utilities to profit or benefit from the use of the County ROW in a manner not generally available to the public; and

WHEREAS, in 1982, the City of Seattle by and through Seattle City Light Department ("SCL") was granted King County Franchise No. 5505, a twenty-five year franchise by King County for the right to place, maintain, and operate SCL's electric transmission and distribution lines, facilities and appurtenances within the County ROW, the term of which expired on July 26, 2007; and

WHEREAS, in 1998 SCL was granted King County Franchise No. 12965, a ten-year franchise by King County for the right to place, maintain, and operate SCL's electrical distribution and service lines, facilities and appurtenances within the County ROW, the term of which expired on January 5, 2008; and

WHEREAS, in 2009, 2014 and 2017 SCL applied for a consolidated, nonexclusive franchise that grants SCL the right to place, maintain, and operate transmission and distribution facilities in the County ROW for public electric utility service within the franchise areas delineated by Franchise Nos. #5505 and #12965; and

WHEREAS, the King County Council held a public hearing as required by law on _____, 2022, to solicit comments from the public and to consider whether to grant the requested franchise renewal to SCL; and

WHEREAS, this Franchise is subject to approval and acceptance by ordinance of the Seattle City Council.

APPLICATION AND HEARING

The application of the City of Seattle, a Washington municipal corporation, through its Seattle City Light department ("Franchisee") for a franchise to set, erect, lay, place, locate, relocate, construct, reconstruct, install, reinstall, extend, support, adjust, affix, attach, connect, align, realign, alter, modify, improve, operate, maintain, repair, remove, replace, and use its facilities, for electric power transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through and under the County ROW located within the Franchise Area described in the attached Exhibit "A"

("Franchise Area Legal Description") and mapped in the attached Exhibit "B" ("Franchise Area Maps") was heard on the _____ day of _____, 2022.

Legal notice of the franchise application and of the hearing has been given by the County as is required by law.

GRANT OF FRANCHISE

Pursuant to Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010 and KCC 6.27, King County, a charter county and political subdivision of the State of Washington, has considered the application, the interests proposed and advanced, and the public comment. The King County Council has found that it is in the public interest to grant this franchise to the City of Seattle, acting through Seattle City Light, and has ordered that a non-exclusive electrical transmission and distribution system franchise be granted to the Franchisee, its successors, and assigns, subject to the terms and conditions contained in this franchise agreement (the "Franchise").

This Franchise grants Franchisee the right, privilege, and authority to use certain County ROW to set, erect, lay, place, locate, relocate, construct, reconstruct, install, reinstall, extend, support, adjust, affix, attach, connect, align, realign, alter, modify, improve, operate, maintain, repair, remove, replace, and use its electrical facilities to provide electric utility service, including its electric power transmission, distribution, and service lines, protective relay systems, fiber optic communications and appurtenances in, upon, over, along, across, through and under the County ROW located within the Franchise Area described in Exhibits A and B.

This Franchise is a valuable property right, but does not transfer, convey, or vest an easement or title in or to any County ROW or portions thereof in or to the Franchisee. This Franchise shall not terminate, abridge, or supersede valid real property interests and rights of the Franchisee within the County ROW that existed prior to the creation of the County ROW, if any. This Franchise is granted subject to all of the terms and conditions contained herein.

TERMS AND CONDITIONS

Section 1. Definitions

References to any County official or office also refer to any official or office that succeeds to any or all of the responsibilities of the named official or office. The following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this section when capitalized in the text. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Applicable Laws. The term "Law" and "Applicable Law" and their plurals shall mean federal,

state and local laws applicable to any and all work activities performed by Franchisee or Franchisee Parties within County ROW under authority of this Franchise, and rules and regulations adopted pursuant to such laws. Unless otherwise stated herein, references to laws include laws now in effect as of the Effective Date of this Franchise and as amended.

Colocation or Colocator or Colocate. The term “Colocation” or “Colocate” means the placement and arrangement of multiple Utility providers’ lines, facilities, and equipment on Franchisee’s poles and other Facilities to enable those providers to deliver service. The term “Colocator” shall mean any user that is attached to or occupies Franchisee Facilities.

Construct or Construction. The term “Construct” or “Construction” shall mean to construct, reconstruct, install, reinstall, set, erect, align, realign, locate, relocate, lay, place, adjust, affix, attach, connect, alter, modify, improve, extend, remove, replace, support, maintain, or repair Franchisee’s Facilities and may include, but is not limited to, digging or excavating for the above purposes.

County. The term “County” refers to King County, a charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

County Parties. The term “County Parties” shall mean the County, its elected and appointed officials, employees, agents, and contractors.

County Road Engineer. The term “County Road Engineer” shall mean the county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and 36.80.010.

County Risk Manager. The term “County Risk Manager” shall mean the director of the County’s Office of Risk Management Services.

County ROW. The term “County ROW” includes any maintained or unmaintained County road, street, avenue, or alley located within unincorporated King County. It does not include recreational or nature trails, except where the trails intersect with or are within roads, streets, avenues, or alleys. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through or under the ROW, as applicable.

Default. The term “Default” shall mean a failure to perform, satisfy, or discharge, or to breach any term, condition, representation, warranty, or other obligation under the Franchise.

Director. The term “Director” refers to: 1) the Director of the King County Department of Local Services or his or her designee, or 2) the Director of the Department of Executive Services or his or her designee, or 3) the Director of the Facilities Management Division or his or her designee, depending on the context.

Effective Date. The term “Effective Date” shall mean the date this Franchise is fully executed by the Parties, upon which the rights, duties, and obligations shall come into effect.

Environmental Law. The term “Environmental Law” shall mean any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or instruction pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et. seq. (“CERCLA”); the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et. seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et. seq.; the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks.

Found Hazardous Material(s). The term “Found Hazardous Material(s)” shall mean Hazardous Material that exists within the County ROW or other property, whether public or private, the presence of which was not, in whole or part, caused by the act or omission of Franchisee Parties during or prior to the term of this Franchise.

Franchise. The term “Franchise” shall mean this franchise agreement and any written amendments executed by the Parties.

Franchise Area. The term “Franchise Area” shall mean that portion of the County ROW in which the Franchisee has or may locate Franchisee’s Facilities, all as identified and described in Exhibits A and B, subject to valid real property interests and rights of Franchisee within County ROW that existed prior to the creation of the County ROW, if any.

Franchisee. The term “Franchisee” refers to the Franchisee, the City of Seattle, through Seattle City Light, and its successors and those assignees approved pursuant to Section 21.

Franchisee Facilities. The term “Franchisee Facilities” shall mean electric power transmission, distribution, and service lines, protective relay systems, and appurtenances including, but not limited to, all wires, lines, cables, conduits, equipment, poles, and supporting structures located in, upon, over, along, across, through or under the County ROW, utilized, owned or co-owned by Franchisee, and associated with activities authorized by this Franchise. The term shall also include fiber optic cables, but only those that are necessary and used for the Operation and Maintenance of the Franchisee’s electrical Utility system, or are authorized to Colocate on Franchisee’s Facilities for telecommunications or other Utility purposes pursuant to Section 21.

Franchisee Parties. The term “Franchisee Parties” shall mean the Franchisee, its directors, officers, agents, employees, contractors, and subcontractors.

Hazardous Material. The term “Hazardous Material(s)” shall mean any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

Maintenance or Maintain. The term “Maintenance or Maintain” shall mean examining, testing, inspecting, repairing, maintaining, and replacing the Franchisee Facilities or any part thereof as required and necessary for safe Operations and related activities, as performed by Franchisee or Franchisee Parties, unless otherwise provided herein.

Operate or Operations. The term “Operate or Operations” shall mean the use of Franchisee's Facilities to provide electric utility service to Franchisee’s customers.

Party or Parties. The terms “Party” or “Parties” shall mean the Franchisor and the Franchisee individually or collectively as the context in this Franchise provides.

Road Standards. The term “Road Standards” shall mean the King County Road Design and Construction Standards adopted pursuant to KCC 14.42.

Roadside Management Program or RMP. The term “Roadside Management Program” or “RMP” shall mean a program developed by Franchisee and accepted by the County to identify Franchisee Facilities not in compliance with County Road Standards and to remediate same to bring such Facilities into compliance therewith.

Roadside Management Work Plan or RMP Work Plan. The term “Roadside Management Work Plan” or “RMP Work Plan” shall mean an annual remediation plan, including a schedule of work for the coming year to accomplish the RMP.

Roadside Management Work Report or RMP Work Report. The term “Roadside Management Work Report” or “RMP Work Report” shall mean an annual report of progress on the remediation work carried out during the previous year under the RMP and the annual RMP Work Plan.

Utility. The term “Utility” shall include all persons or public or private organizations of any kind that are subject to the provisions of Chapters 6.27, 6.27A and 14.45 of the King County Code with regard to use of County ROW.

Section 2. Non-Exclusive Franchise

2.1 This Franchise is granted to the Franchisee upon the express condition and understanding that it shall be a non-exclusive franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW; provided such other grants, terms and conditions shall not be in conflict with the rights, duties and obligations under this Franchise. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any of the ROW, in whole or in part, however this Franchise shall not terminate, abridge, or supersede valid real property interests and rights of the Franchisee within the County ROW that existed prior to the creation of the County ROW, if any. The County expressly retains its power to make or perform any and all modifications or relocations reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, or improvement, repair, maintenance or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Any work related to any of the Franchisee Facilities occurring in any County ROW covered by this Franchise shall be performed in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the use of adjacent property, whether such property is public or private.

2.3 Franchisee accepts the Franchise Area in an “as-is with all faults” basis with any and all patent and latent defects and is not relying upon any representation or warranties, express or implied, of any kind whatsoever from King County as to any matters concerning the County ROW, including, but not limited to the physical condition of the County ROW; zoning status; presence and location of existing facilities; operating history; compliance of the County ROW with Environmental Laws or other Laws and other requirements applicable to the County ROW; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over or in proximity to the County ROW; the condition or existence of any above-ground or underground structures or improvements, including tanks and transformers in, on, over or under the County ROW; the condition of title to the County ROW; and any leases, easements, franchises, orders, licenses, or other agreements, that might affect the County ROW (collectively, the “Condition of the County ROW”).

King County hereby disclaims any representation or warranty, whether express or implied, as to the design or condition of the County ROW, its fitness for any particular purpose, the quality of the material or workmanship of County ROW, or the conformity of any part of the County ROW to its intended uses. King County is not responsible to Franchisee or Franchisee Parties for any damages to any of them relating to the design, condition, quality, safety, or fitness for any particular purpose of any part of the County ROW, or the conformity of any such property to its intended uses. Franchisee shall notify Franchisee Parties of King County’s disclaimer.

Section 3. Term; Early Termination

3.1 The initial term of the Franchise shall be for a period of ten (10) years (the "Initial Term"), beginning on the Effective Date and continuing until the date that is one day prior to the tenth anniversary of the Effective Date (the "Initial Term Expiration Date"), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise.

3.2 Franchisee may request an extension of the Initial Term, and the Director of FMD, on behalf of the County, may extend the Initial Term of this Franchise for an additional period of up to fifteen (15) years, under the following circumstances:

- A. Franchisee’s request to extend the Initial Term must be in writing and submitted to the County not more than one (1) year nor less than two hundred forty (240) days prior to the expiration of the Initial Term, and

Franchisee has maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The Director of FMD shall have final authority to determine Franchisee’s substantial compliance with the terms and conditions of this Franchise.

3.3 The Initial Term will not be extended under this Section 3 unless Franchisee receives approval of an extension and the length of the extension in writing from the County within 90 days of the County's receipt of Franchisee's request to extend.

3.4 If the Parties are unable to reach agreement to renew this Franchise prior to expiration of the Initial Term, then this Franchise will expire at the end of the Initial Term and Franchisee will be considered an unfranchised Utility under KCC ch. 14.44. If Franchisee continues to use the Franchise Area for Franchisee Facilities after the expiration of the Franchise, Franchisee continued use shall be subject to the terms and conditions of the expired Franchise, including Consideration, and at the will of the County ("Holdover Period"). Said use will not constitute a renewal or extension of the Franchise and will be subject to termination by the County in its sole and absolute discretion upon sixty (60) days written notice to Franchisee.

Section 4. Right-of-Way Construction Permit Required

4.1 The Franchisee shall not commence any Construction or Maintenance work within a County ROW until a ROW Construction Permit authorizing such work has been issued by the County pursuant to KCC ch. 14.44. Applications for County ROW Construction permits shall be presented to the King County Real Estate Services Section (RES) along with such detailed design and Construction plans and documents, studies and reports as are required by RES.

4.2 Any and all work performed by Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to, the County Comprehensive Plan; the standards of good practice in the King County Regulations for Accommodation of Public Utilities on County ROW, the King County Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any Right-of-Way construction permit and/or other permits and/or approvals required under the King County Code. All Franchisee Facilities and all Construction or Maintenance work shall be the responsibility of the Franchisee. All permits for Construction or Maintenance in the ROW shall be applied for and given in the name of the Franchisee, who will be responsible for all work done under the permit, regardless of who performs the work.

Section 5. Emergency Work

5.1. Should any of the Franchisee Facilities break or become damaged or become nonoperational such that an immediate danger to property, life, health, or safety is presented, or should any site upon which the Franchisee is engaged in Construction or Maintenance activities pursuant to this Franchise for any reason be in such a condition that an immediate danger to property, life, health, or safety is presented, Franchisee shall immediately take such measures as are reasonably necessary to repair the Franchisee Facilities at issue or to remedy the dangerous conditions on the site at issue so as to protect property, life, health, or safety ("Emergency Work"). In the event of an emergency described above, Franchisee may take corrective action immediately, without first applying for or obtaining a County ROW construction permit. However, the emergency provisions contained in this Section 5 shall not relieve Franchisee from its obligation to notify the County and

to obtain a County ROW construction permit or any other permits necessary for the corrective actions. In the event of any Emergency Work, Franchisee shall immediately notify the County via email or phone call to both Real Estate Services Section and the Road Services Division. Emergency contact should be directed to Res.permits@kingcounty.gov (or 206-477-9350) and KCUIU@kingcounty.gov (or 206-477-2611). County ROW Permit applications must be submitted as soon as reasonably feasible, but not later than five (5) working days after the Franchisee discovers the need for Emergency Work.

5.2 If the County discovers a situation that constitutes an emergency involving Franchisee Facilities within the County ROW that poses an immediate danger to property, life, health or safety, the County will first make a good faith effort, taking into account the exigency of the circumstances, to contact the Franchisee to remedy the emergency. If the County is unable to contact the Franchisee or the Franchisee is unable to remedy the emergency in a timely manner, the County may take action to mitigate immediate danger to property, life, health or safety, provided the County shall not work on or cause work to be done on Franchisee Facilities. In such event, Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to, the Franchisee's proportionate share of the costs of County personnel assigned to review construction plans or to oversee or engage in any work in the County ROW as a result of the Emergency Work.

Section 6. Compliance with Applicable Laws; Performance Standards

6.1 Franchisee Parties shall at all times comply with all Applicable Laws and utility standards and codes that are applicable to any and all work activities performed by Franchisee Parties pursuant to or under authority of this Franchise.

6.2 Except as may be explicitly permitted pursuant to a County issued ROW construction permit, during any period of Construction or Maintenance work related to any of the Franchisee Facilities occurring in County ROW covered by this Franchise, Franchisee shall ensure that such work does not unreasonably impede: (i) public use of the county road and/or County ROW for vehicular and pedestrian transportation; (ii) the construction or maintenance on the site of other authorized facilities, equipment, and improvements, whether public or private; (iii) the operation, maintenance, or improvement by the County of the site or any County ROW, or other public property impacted by Franchisee's work; or (iv) the use of the site at issue for other governmental purposes.

6.3 During any periods of Construction or Maintenance, Franchisee Parties shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by County code, or the laws of the State of Washington, including, but not limited to, RCW 39.04.180 for the construction of trench safety systems.

6.4 Before any Franchisee Party commences any Construction or Maintenance which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys, Franchisee shall reference all such monuments and markers using a method or

methods approved by the County Road Engineer and any County-provided information and data related to such monuments or markers, and a complete set of reference notes for monument and other markers shall be filed with the County prior to the commencement of work. Reference points shall be so located that they will not be disturbed during Construction or Maintenance. The cost and replacement of all such monuments or markers disturbed by a Construction or Maintenance shall be the responsibility of Franchisee in accordance with RCW 58.09.130.

6.5 If Franchisee plans to make excavations in the Franchise Area, Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County and/or any other Franchisees or authorized users of said County ROW to participate in such excavation, and shall coordinate the location and installation of its Franchisee Facilities with the County or such other Franchisees or authorized entities, PROVIDED THAT, Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with the Franchisee:

- (i) Such joint excavation would unreasonably delay the performance of Franchisee's work; or
- (ii) Despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or
- (iii) Valid safety reasons exist for denying a request for such joint excavation, or the third party's proposed facilities are in conflict with the best practices employed by the Franchisee; or
- (iv) The excavation is for the purpose of an emergency action to protect property, life, health or safety consistent with Section 5 of this Franchise.

6.6 The Franchisee shall maintain all Franchisee Facilities in accordance with accepted standards of practice and in a good state of repair.

6.7 The Franchisee shall maintain a reasonably clear area around all Franchisee Facilities permitted and installed above ground within County ROW so as to provide clear visibility for County operations and maintenance. A minimum of five (5) feet of clearance will be maintained around Franchisee Facilities that are less than five (5) feet high. If the Utility intends to use chemical sprays to control or kill weeds and brush in scenic areas, prior written approval must be obtained from the County Road Engineer at least annually. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

Section 7. Restoration of County ROW

Promptly after completing any Construction or Maintenance within the ROW, Franchisee shall, at no expense to the County, promptly restore the Franchise Area and any adjacent areas directly affected by a Franchisee Party's Construction or Maintenance to as good or better condition as the property was in immediately prior to the commencement of the Construction or Maintenance and

in accordance with any conditions contained in applicable permits or approvals. The County Road Engineer shall have final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth herein.

Section 8. Maps and Records

8.1 The Franchisee shall maintain adequate records to document activities performed under this Franchise. The County shall have the right to reasonable review of the Franchisee's records regarding the subject matter of this Franchise for six (6) years from the expiration or earlier termination of this Franchise. In addition to the maps and records of the Franchisee Facility locations under Section 8.2, the Franchisee shall provide the County, upon the County's request, with copies of records of construction, maintenance, operation, inspections, or regulatory compliance for all Franchisee Facilities subject to this Franchise.

8.2 The Franchisee agrees that it shall, promptly upon substantial completion of any Construction or Maintenance project involving the County ROW that in any way altered the location of Franchisee's Facilities, complete and maintain available for inspection, a copy of all as-built plans, maps, GPS charts and records depicting the final locations and conditions of the Franchisee Facilities ("As-Built Plans"). Additionally, the County may, at any time, deliver a written request to the Franchisee for copies of all As-Built Plans. In such event, the Franchisee shall provide the County with copies of the requested As-Built Plans within a reasonable time after receiving the County's request for same, at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update Franchisee's records to show any and all corrections made to Franchisee Facilities not shown or shown inaccurately. With respect to any excavations within the County ROW undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either party of its respective obligations arising under Chapter 19.122 RCW with respect to determining the location of Utility facilities.

8.3 To the extent required by law, and prior to the release of Franchisee's maps, records, or documents to the County, Franchisee reserves the right to require the County to sign a Nondisclosure or Confidentiality Agreement for the release of records which are deemed Critical Energy Infrastructure Information (CEII) by the Federal Energy Regulatory Commission (FERC). CEII is defined as information that relates to the production, generation, transportation, transmission, or distribution of energy in which the release may cause incapacity or destruction that would negatively affect security, economic security, public health, or safety, or any combination thereto. Any such withholding or Nondisclosure Agreement must be consistent with FERC regulations 18 CFR 388.113 (g) (5) and the Washington State Public Records Act, RCW ch. 42.56.

8.4 If the Franchisee considers any portion of its records provided to the County to be protected from disclosure under law, the Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW ch. 42.56, to inspect or copy the information so identified by the Franchisee and the County determines that release of the information is required by the Act or otherwise appropriate and is not subject to a Nondisclosure or Confidentiality

Agreement between the Parties under Section 8.3, the County's sole obligations shall be to notify the Franchisee in writing (a) of the request and (b) of the date that such information will be released to the requester unless the Franchisee obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. The County shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If the Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this section assumes, no obligation on behalf of the Franchisee to claim any exemption from disclosure under the Act. The County shall not be liable to the Franchisee for releasing records not clearly identified by the Franchisee as confidential or proprietary or is not subject to a Non-Disclosure or Confidentiality Agreement between the Parties under Section 8.3. The County shall not be liable to the Franchisee for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Section 9. Relocation of Franchisee Facilities

9.1 Franchisee shall be responsible, at no cost to the County, for adjusting, modifying, relocating, or removing Franchisee Facilities when such adjustment, modification, relocation or removal is required by the County for County construction, alteration or improvement of the County ROW.

9.2 Upon the request of the County and in order to facilitate any County improvements to the County ROW, Franchisee shall locate and, if reasonably deemed necessary by the County, excavate and expose, at the Franchisee's sole cost and expense, portions of the Franchisee Facilities for inspection so that the location of the facilities may be taken into account in the improvement design; PROVIDED, that Franchisee shall not be required to excavate and expose Franchisee's Facilities for inspection unless the Franchisee's record plans and record drawings are inadequate for locating Franchisee Facilities for the County's planning purposes. The decision to require relocation of any Franchisee Facilities in order to accommodate County improvements shall be made by the County Road Engineer upon review of the location and construction of the Franchisee Facilities.

9.3 Franchisee shall, upon reasonable advance written request of any person or entity holding a permit issued by the County to move any structure, temporarily move Franchisee's Facilities to allow the moving of such structure; PROVIDED, (a) Franchisee is granted a permit by the County for such work if a permit is needed; and (b) Franchisee is given not less than sixty (60) business days' notice to arrange for such temporary relocation. Franchisee may require the permit holder to pay all costs to move Franchisee's Facilities and Franchisee may require such payment in advance.

9.4 In the event a condition or requirement imposed by the County upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) reasonably necessitates the relocation of Franchisee Facilities, Franchisee shall adjust, modify, relocate or remove such Franchisee Facilities to accommodate the condition or requirement, at no cost to the County; PROVIDED, however, that nothing in this Franchise is intended or shall be construed to prohibit the Franchisee from assessing on such person or entity, other than the County,

the costs of relocation as a condition of such relocation pursuant to this Section 9., including Section 9.3.

9.5 If the County determines that a County improvement necessitates relocation of Franchisee Facilities in County ROW, then:

(i) The County shall give Franchisee written notice of the requirement as soon as practicable, at the beginning of the predesign stage for projects that are part of the County's capital improvement program, including the available information as is reasonably necessary for Franchisee to plan for such adjustment, removal, or relocation; PROVIDED, that under the following circumstances the County need only provide the Franchisee with written notice as soon as may be reasonably practicable: (a) in the event of an emergency posing a threat to public safety, health, or welfare; (b) in the event of an emergency beyond the control of the County and which will result in adverse financial consequences to the County; or (c) where the need to relocate the Franchisee Facilities could not reasonably have been anticipated by the County.

(ii) The County shall provide the Franchisee with copies of pertinent portions of the plans and specifications for the County project as well as any proposed new location for the Franchisee Facilities at least one hundred eighty (180) days before construction is scheduled to begin. Franchisee shall respond to this notice and any later notices of revised designs based upon permit conditions within thirty (30) days by providing the County with information regarding the location of Franchisee Facilities, including any Franchisee Facilities that it has decommissioned in place. Franchisee may also provide written alternatives to relocation of Franchisee Facilities for the County's consideration. The County shall provide Franchisee the final construction schedule for the County improvement project.

(iii) After receipt of such notice and such plans, specifications, and final construction schedule, Franchisee shall complete relocation of Franchisee Facilities within the timeline prescribed by the County for the County improvement project; provided that such relocation of Franchisee Facilities reasonably requiring prior preparation of the County ROW by the County may be relocated by Franchisee during and in coordination with construction of the County improvement project as may be mutually agreed upon by Franchisee and the County. In the event of an emergency, Franchisee shall relocate the Franchisee Facilities at issue within a time period reasonably specified by the County Road Engineer.

(iv) If Franchisee determines that relocation cannot reasonably be completed within the time period provided by the County, Franchisee shall propose a revised schedule to the County for completion of such relocation work. If the County and the Franchisee agree upon a schedule to relocate Franchisee Facilities, Franchisee shall complete the relocation of Franchisee Facilities in accordance with the agreed upon schedule. If the County and Franchisee are unable to agree upon a relocation schedule, Franchisee shall relocate Franchisee Facilities according to a schedule reasonably established by the County. In the event Franchisee performs in good faith but is unable to complete Relocation according to

the schedule established by the County or agreed to by the Parties due to delays attributable to County Parties or attributable to other circumstances beyond Franchisee's control, then Franchisee shall not be liable for its inability to complete such relocation pursuant to this Section 9.

(v) The Parties recognize that project-specific agreements between the County and Franchisee may be necessary for County capital improvement projects that involve adjustment, removal or relocation of Franchisee Facilities. Nothing herein shall preclude the Parties from entering into such project-specific agreements.

9.6 Franchisee shall also be responsible for ensuring that all Colocator facilities are relocated contemporaneously with Franchisee's Facilities. If relocation of Franchisee's Facilities, including Colocator facilities are not completed in a timely fashion, Franchisee shall bear any and all delay costs incurred by the County, except to the extent caused by the County.

9.7 The provisions of this Section 9 shall in no manner preclude or restrict the Franchisee from making any arrangements or agreements it may deem appropriate when responding to a request for relocation of any Franchisee Facility by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County owned, operated or maintained facilities.

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

Section 10. Roadside Management Plan

Section 10.1 Franchisee acknowledges that as of the Effective Date some Franchisee Facilities may not be in compliance with the Road Standards and that such Facilities could potentially pose an obstacle to the travelling public. Within one hundred eighty (180) days following the Effective Date, Franchisee shall submit for review by the County, an Assessment of the Franchisee's Facilities subject to the Roadside Management Program (RMP) that are located within the clear zone (as described in the Road Standards). This Assessment will include the location of all Franchisee Facilities, property lines, clear zone edge, and other non-Franchisee facilities and obstructions in the clear zone, to the best of Franchisee's knowledge including information and data provided by the County. Based on the County's review of the Assessment and notification to the Franchisee, the Franchisee will proceed to develop a Roadside Management Plan to remediate Facilities located within the clear zone, within a reasonable time frame based on the evaluation of existing conditions, prioritization by parties, Franchisee capital funding ability, and other factors identified in the Assessment. The Roadside Management Plan would be due to the County within 90 days of the County's completion of the review of the Assessment and notification to the Franchisee, unless the Parties agree to a longer period. The Parties agree to negotiate in good faith to reach agreement on a final RMP within ninety (90) days following Franchisee's submission thereof. If the Parties cannot reach agreement within said ninety (90) day period, the matter shall be elevated to the Directors of the King County

Departments of Executive Services and Local Services and equivalent executive level management of Franchisee for agreement of a final RMP. If the Directors and Franchisee cannot reach agreement within ninety (90) days of Franchisee's submission, the unresolved matter(s) shall be submitted to mediation. The Parties shall mutually agree on a mediator. Each Party shall bear its own costs of mediation. The costs of the mediator shall be borne equally by the Parties. If mediation does not result in agreement by the Parties within thirty (30) days after the matter is eligible for submission to mediation, then the King County Executive shall, giving due consideration to the relative positions of the Parties, make a final decision on the unresolved contents of the RMP, which shall constitute County acceptance of the final RMP. Franchisee shall thereafter provide a clean copy of the final RMP as agreed with the County or decided by the County Executive within fifteen (15) days following the County's acceptance of the final RMP. Franchisee shall, thereafter, promptly commence implementation of the remediation projects identified in the RMP.

10.2 The Parties may periodically review and amend the RMP as needed, subject to mutual agreement.

10.3 Franchisee shall submit an annual RMP Work Plan, identifying specific remediation projects to be accomplished in the following calendar year and an annual RMP Work Report, showing the status of the remediation projects that were planned to be accomplished during the preceding year. Both the RMP Work Plan and the RMP Work Report shall be due to the County by January 31st of each year of this Franchise, until such time that all Facilities identified in the RMP have been remediated in accordance with the Road Standards.

Section 11. Hazardous Materials

11.1 The County understands and agrees that the activities authorized by this Franchise may involve the use by Franchisee Parties of certain Hazardous Materials. The Franchisee may use such Hazardous Materials within the County ROW as are reasonably necessary for the activities authorized by this Franchise and which are customary for the industry in which the Franchisee is engaged; PROVIDED, however, that the Franchisee's use of any such Hazardous Materials within the County ROW shall at all times be undertaken in compliance with all Environmental Laws.

11.2 The Franchisee agrees that no Franchisee Party will cause or contribute to, in any manner through act or omission, the release, leak, deposit, seepage, spill, or escape (collectively or individually a "Release") of any Hazardous Material in any County ROW or in, on, under or through other property, whether public or private. Any release, leak, deposit, seepage, spill, or escape of any Hazardous Material caused or permitted by a Franchisee Party, in any manner, through act or omission, during the term of Franchise Nos. 5505 and 12965 or during the time period in which the Franchisee operated in the County ROW after expiration of the term of Franchise Nos. 5505 and 12965 shall also be a "Release" under Section 11. Releases that occurred during that time period shall be subject to Subsection 11.3 upon discovery. Nothing in this Section 11.2 is intended to create a basis for reopening a claim that was closed by law or agreement between the Parties prior to the execution of this Franchise.

11.3 Should a Franchisee Party cause or contribute to a Release, Franchisee shall, upon becoming aware of the Release immediately or as soon thereafter as is reasonably possible (but in no event later than the next business day) provide written notice to the County of the Release by email to the Real Estate Services Section (RES.permits@kingcounty.gov), the Road Services Division (KCUIU@kingcounty.gov), to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

11.4 Releases Caused by or Contributed to by Franchisee Parties

A. Franchisee shall be responsible, at no cost to the County, for promptly remediating any Releases caused or contributed to by any Franchisee Party within County ROW, including Releases that may migrate from the County ROW to property outside the County ROW. Releases in the County ROW caused or contributed to by any Franchisee Party shall be addressed in compliance with and as required by any applicable Environmental Laws, and any remediation shall be conducted in a manner that will allow for unrestricted use of the County ROW or other County property with no environmental covenant or other deed restriction required to be recorded. If Franchisee believes it is not practicable to remove all Releases above those levels due to location of existing facilities or similar factors, Franchisee may request that it be allowed to leave Hazardous Materials in the County ROW and shall provide the County with the information it is relying on for its request. The County will determine, in its sole discretion, whether it will grant such request. Any remediation that would require the recording of an environmental covenant or other deed restriction shall be determined by the County Council. The County does not guarantee or warrant its authority to record a covenant or deed restriction in County ROW. Any County approval of Franchisee's request shall be contingent on the Parties reaching a separate agreement in which Franchisee is responsible for all costs, expenses, and liabilities incurred by the County as a result of the continued presence of the Hazardous Materials in County ROW.

B. Franchisee shall obtain County's approval of its remediation plan prior to conducting remediation; provided, however, that Franchisee shall be entitled to respond immediately to an emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from spreading and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Notwithstanding Franchisee's obligation to completely remediate same, in the event of any Release by a Franchisee Party, if the County determines that Franchisee is not promptly remediating the Release, the County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to contain, investigate, or otherwise remediate the Release at issue. The County shall provide Franchisee with prior written notice of its intent to take action under this section. If Franchisee conducts emergency actions without prior County approval, Franchisee shall provide the County, upon request, copies of all reports, sampling data, and communications with government entities or other documentation concerning the remedial actions taken. Franchisee shall, at its sole cost and expense, timely prepare and submit any reports or

communications required by Environmental Laws. Franchisee shall provide the County with copies of the reports and all other written communications to or from government entities concerning Franchisee's remediation work under this Subsection 11.4. Except for costs incurred by Franchisee due to a Release caused or contributed to by the County, the County shall be entitled to repayment from Franchisee of any and all costs and expenses incurred by the County under this subsection.

11.5 Found Hazardous Materials

A. If a Franchisee Party discovers Found Hazardous Materials in conducting actions authorized under this Franchise, Franchisee shall as soon as is reasonably possible under the circumstances provide written notice to the County by email to the Real Estate Services Section (RES.permits@kingcounty.gov), the Road Services Division (KCUIU@kingcounty.gov) and, if requested by the County, to other government entities as required by Environmental Laws.

B. In conducting actions authorized under this Franchise, Franchisee shall handle all Found Hazardous Materials encountered in compliance with Environmental Laws, including but not limited to investigation, excavation, stockpiling, transportation, disposal of those materials at no cost to the County, except for costs incurred by Franchisee due to a Release caused or contributed to by the County. The County shall not be liable to Franchisee Parties for delay damages, or any other damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with the presence of Found Hazardous Materials, unless caused or contributed to by the County. Franchisee Parties shall conduct their actions in and around Found Hazardous Materials in a manner that does not cause migration or other exacerbation of the Found Hazardous Materials. Franchisee Parties shall not be required to remove or otherwise remediate any Found Hazardous Materials except to the extent necessary to conduct actions authorized under this Franchise, in Franchisee's sole discretion, or to the extent necessary to remediate any migration or other exacerbation of Found Hazardous Materials caused by a Franchisee Party. Franchisee shall at no cost to the County, timely prepare and submit any reports or communications required by Environmental Laws concerning any Franchisee Party's actions under this Section 11.5, and Franchisee shall provide the County with copies of such reports and communications. Franchisee shall also provide the County, upon request, documentation or other information related to Franchisee's actions concerning Found Hazardous Materials that is not submitted to other government entities. Nothing in this Franchise shall be construed as limiting Franchisee's ability to pursue the recovery of remedial action costs incurred by a Franchisee Party for excavation, stockpiling, transportation, treatment, and disposal of Found Hazardous Materials from any responsible party.

Section 12. Dangerous Conditions, Authority for County to Abate

12.1 Whenever the Franchisee's excavation, construction, installation, relocation, maintenance, repair, abandonment, or removal of Franchisee Facilities authorized by this Franchise has caused or contributed to a condition that substantially impairs the lateral support of the adjoining road or

public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct the Franchisee to remedy the condition or danger to the reasonable satisfaction of the County Road Engineer, within a specified period of time and at the Franchisee's sole cost and expense.

12.2 In the event that the Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and the Franchisee shall be liable to the County for the costs thereof, but only to the extent that Franchisee has caused or contributed to the condition.

Section 13. Abandonment of Franchisee Facilities

13.1 In no event may all or any portion of any Franchisee Facility be abandoned in place by the Franchisee without the express written consent of the County, which may be granted or withheld in its sole discretion, unless otherwise provided by Applicable Laws. Should the Franchisee desire to abandon in place all or any portion of the Franchisee Facilities, the Franchisee shall request the County's permission to do so by delivering a written request to the County a minimum of thirty (30) days prior to the date Franchisee intends to abandon Franchisee Facilities. The Franchisee's request shall specify which Franchisee Facilities the Franchisee desires to abandon in place. If the County denies the Franchisee's request with respect to all or any portion of the Franchisee Facilities, then the Franchisee must promptly remove those Franchisee Facilities for which the Franchisee's request for abandonment has been denied. If the County approves the Franchisee's request for abandonment, either in whole or in part, the County may impose conditions on such approval. In the event of any approved abandonment or temporary abandonment, the provisions of Section 13.2 below shall apply.

13.2 In the event the County authorizes the Franchisee to abandon or temporarily abandon in place all or any portion of the Franchisee Facilities, the Franchisee shall, at its sole cost and expense, as directed by the County, purge the Franchisee Facilities that will be abandoned (or temporarily abandoned) of any product, Hazardous Material, and/or other substance so as to render such Franchisee Facilities safe in accordance with Applicable Law and any other standards deemed reasonably appropriate by the County.

13.3 Should the Franchisee fail to comply with the requirements of Section 13.1 within a reasonable time after the County's denial of the Franchisee's request for permission to abandon all or any portion of the Franchisee Facilities, the Franchisee shall be deemed to have abandoned the Franchisee Facilities without authorization. In the event of any unauthorized abandonment of all or any portion of the Franchisee Facilities by the Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the abandoned Franchisee Facilities on behalf of the Franchisee and restore the County ROW following such removal. Should the County choose to perform any such removal and restoration activities on the Franchisee's behalf, the

County may dispose of the removed Franchisee Facilities in any manner it deems fit, and the Franchisee shall be liable to the County for all reasonable costs and expenses incurred by the County in performing such removal and restoration activities.

13.4 Within 180 days before the end of the term of this Franchise, including any extension, renewal or termination thereof, Franchisee shall provide a written request to the County pursuant to Section 13.1 if Franchisee wishes to abandon in place any of its Facilities. If such request is not provided within (180) days, Franchisee shall be deemed to have abandoned its Facilities in place without authorization, and the County shall have the remedies available to it under Section 13.3 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

13.5 Franchisee shall also be responsible to the extent allowed by law for ensuring that any Colocator facilities are removed contemporaneously with Franchisee Facilities.

Section 14. Consideration

14.1 In exchange for the right to use and occupy the County ROW to place its Franchisee Facilities, Franchisee shall pay the County annual franchise compensation (“Consideration”) in the nature of rent as provided in KCC 6.27.080 in the following amounts and schedule:

2023 - 2027	8% of the total amount of Revenue billed to Franchisee’s customers in unincorporated King County per calendar year
Beginning 2028	6% of the total amount of Revenue billed to Franchisee’s customers in unincorporated King County per calendar year

14.2 For purposes of this Section, “Revenue” is defined as charges for the sale of electric power billed by Franchisee to retail customers within unincorporated King County. The base rate applied to customers in unincorporated King County shall be subject to the rate review process by the Seattle City Council and subject to approval solely by City Council Ordinance. The rate review process by the Seattle City Council is expected to result in an additional eight percent (8%) rate differential to the base rates established for the Franchisee’s customers within unincorporated King County compared to the base rates charged to Franchisee’s customers in the City of Seattle.

14.3 Consideration for the 2023 calendar year shall be paid to the County no later than the last business day in April 2024. Consideration for each subsequent calendar year shall be paid to the County no later than the last business day in April of the following year. If Consideration is not received by the County by the due date, interest shall be charged from that date until such time that payment is received at the maximum rate permitted under Washington State law, compounded daily.

14.4 Each payment of Consideration shall be accompanied by a report of Franchisee’s Revenue and the computation of the Consideration amount. The County may conduct an audit of

Franchisee's records related to all Consideration payments. Franchisee shall maintain and upon request, make available within a reasonable period its records and data requested by the County to complete its audit.

14.5 The County's acceptance of any payment shall not be construed as an accord by the County that the amount paid is in fact the correct amount, nor shall any acceptance of payments be construed as a release of any claim the County may have for further or additional sums payable or for the performance of any other obligation of Franchisee.

14.6 King County reserves the right to impose a utility tax on Franchisee, if such taxing authority is granted by the State of Washington.

Section 15. Hold Harmless and Indemnification

15.1 Franchisee agrees to release, indemnify, defend (using counsel reasonably acceptable to the County), and hold harmless the County Parties from and against claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs (including but not limited to removal, remedial action or other costs recoverable under CERCLA or MTCA), government orders or other requirements ("Claims"): (a) Claims for injury to persons, death or property damage caused by, arising out of, or incidental to a Franchisee Party's exercise of rights and obligations under this Franchise; (b) Claims caused by, arising out of or incidental to acts or omissions of a Franchisee Party under Section 11 (Hazardous Materials) of this Franchise; (c) Claims caused by, arising out of or incidental to a Default under this Franchise; and (d) Claims caused by or arising out of the County's issuance to Franchisee of a variance to the Road Standards, to the extent such Claim is attributable to the location of the Facility that is subject to the variance. To the extent a Claim falls within the terms of (a) and (d) above, (d) shall govern. Franchisee shall have no obligation to release, indemnify, defend, and hold harmless any County Party to the extent a Claim for injury to persons, death, or property damage is caused by the negligence or willful misconduct of County Parties. In the event any such liability arises from the concurrent negligence of the Parties, the obligation of this Section shall apply only to the extent of the negligence of the Franchisee Parties. This limitation on Franchisee's obligation shall not apply to Claims under (d) above. Except and only as otherwise specifically provided in (c) above, nothing herein is intended, nor shall be construed, to require the Franchisee to release, indemnify, defend and hold harmless County Parties for any Release caused or contributed to by any County Party.

15.2 In the event the County incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 15 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee to the extent the County prevails in such enforcement action.

15.3 It is specifically and expressly understood that, solely to the extent required to enforce the indemnification, defense, and hold harmless obligations contained in this Section 15, Franchisee waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

15.4 The Franchisee's covenants and indemnifications provided in this section shall extend to the period of time during which the Franchisee operated in the County ROW after expiration of the term of Franchise Nos. 5505 and 12965. Nothing in this Section 15.4 is intended to create a basis for reopening a Claim that was closed by law or agreement between the Parties prior to the execution of this Franchise.

15.5 The County shall give Franchisee timely written notice of any Claim covered by the indemnification, defense, and hold harmless obligations contained in this Section 15. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, and the County shall cooperate fully with Franchisee, provided: (a) any settlement or compromise is consistent with the terms of this Franchise; and (b) any terms or conditions of a settlement other than the payment of money damages that in any way obligate or affect the County shall require the County's prior approval.

15.6 The County's permitting approval, inspection, lack of inspection, or acceptance of any work performed by the Franchisee Parties in connection with work authorized on Franchisee Facilities, pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise, shall not be grounds for avoidance of any of the indemnification, defense and hold harmless obligations contained in this Section 15 or in Section 11 (Hazardous Materials).

Section 16. Franchise Administration

The County's administration of this Franchise shall not be construed to create the basis for any liability on the part of the County Parties

Section 17. Insurance Requirements

17.1 Franchisee shall procure and maintain for the duration of this Franchise (the Initial Term and any extensions of the Initial Term) and any Holdover Period thereafter, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with any Work contemplated by Franchisee or Contractor. Upon request of the County, Franchisee shall furnish separate certificates of insurance and policy endorsements from each Contractor as evidence of compliance with the insurance requirements of this Franchise.

17.2 Franchisee is responsible for ensuring compliance with all the insurance requirements stated herein. Failure by Franchisee or a Contractor to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

17.3 Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions) and/or pollution liability. Professional liability (errors and omissions) or pollution liability required by this Franchise is acceptable on a "claims made" basis/form. If any insurance required under this Franchise is purchased on a "claims made"

basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Franchise, unless otherwise approved in writing by the County's Risk Management Office.

17.4 Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

17.5 Risk Assessment by Franchisee: By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Franchisee or a Contractor under this Franchise, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Franchise's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Franchisee or a Contractor. Franchisee and its Contractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

17.6 Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as and with limits not less than the following:

(A) General Liability:

\$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, products- completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by

a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Pollution Liability:

Coverage in an amount no less than \$5,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(D) Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(E) Employers Liability or "Stop Gap":

Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

17.7 Minimum Limits of Insurance - Construction Period: Prior to commencement of Construction and until Construction is complete and approved by the Parties, Franchisee shall cause its Contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. Franchisee and the County shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers' Compensation and Professional Liability. County Parties are not responsible for payment of the cost of such insurance. Franchisee's Contractor(s) shall maintain coverage and limits no less than the following, or alternatively, at the discretion of the County Risk Manager, the following limits may be reviewed and reasonably adjusted for each of Franchisee's Construction Contractor(s) as mutually agreed by both Parties:

(A) Commercial General Liability: \$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, Products-Completed Operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 0 1 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Professional Liability (Errors & Omissions): In the event that services delivered pursuant to this Franchise either directly or indirectly involve or require professional services, Professional Liability (Errors & Omissions) coverage shall be provided with minimum limits of \$1,000,000, per claim and in the aggregate.

(D) Contractor's Pollution Liability Coverage: Coverage in an amount no less than \$5,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(E) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(F) Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

17.8 Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policy(s) shall not in any way limit County's right to coverage under the required insurance, or to Franchisee's or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Franchisee and its Contractor(s), even if no claim has actually been made or asserted against Franchisee or Contractor(s).

17.9 Other Insurance Provisions: The insurance policies required in this Franchise shall contain, or be endorsed to contain, the following provisions:

(A) All Liability Policies except Professional Liability (Errors and Omissions) and Workers Compensation.

1. The County and County Parties shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed work, or other activities performed by or on behalf of Franchisee or its agents, representatives, employees or Contractor(s) in connection with this

Franchise. Additional insured status shall include Products-Completed Operations.

(B) With respect to all liability policies (except Workers Compensation):

1. Coverage shall be primary insurance as respects the County, its officials, officers, employees and agents. Any insurance and/or self-insurance maintained by the County, its officials, officers, employees or agents shall not contribute with the Franchisee's or any Contractor's insurance or benefit the Franchisee or Contractor, or their respective insurers in any way.
2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(C) All Policies: Coverage shall not be suspended, voided, canceled or materially changed until after thirty (30) days prior written notice has been given to the County. In the event of said cancellation or intent not to renew, Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in revocation or termination of the Franchise.

17.10 Acceptability of Insurers: Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B+:VII. Any exception must be approved by the County's Office of Risk Management Services. If, at any time, the foregoing policies shall fail to meet the above requirements, Franchisee shall promptly obtain a new policy, and shall submit the same, with appropriate certificates and endorsements, to the County.

17.11 Verification of Coverage: Prior to the execution of this Franchise, Franchisee shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required by this Franchise. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, and shall specify the form number of any endorsements issued to satisfy this Franchise's insurance requirements.

Upon request of the County, and within five (5) business days, Franchisee must provide copies of any renewal certificates of insurance and endorsements. In the event of a claim, Franchisee must provide complete copies of all required insurance policies, which may be redacted of confidential or proprietary information.

The County's receipt or acceptance of Franchisee's or its Contractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the

adequacy of Franchisee's or any Contractor's insurance or preclude or prevent any action by County against Franchisee for breach of the requirements of this Section.

17.12 Contractors: Franchisee shall include all Contractors as insured under its policies or, alternatively, Franchisee must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must name the County and County Parties as additional insured, for full coverage and policy limits. Franchisee is obligated to require and verify that all Contractors maintain insurance and ensure that the County is covered as additional insured. Upon request by the County, and within five (5) business days, Franchisee must provide evidence of Contractor(s) Insurance coverage (including endorsements).

17.13 Insurance Review: In consideration of the duration of this Franchise, the Parties agree that the Insurance Section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

17.14 Franchisee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Franchisee or its Contractor(s) before commencement of any Construction, Maintenance, Operations, or any work or any other activities associated with this Franchise.

17.15 In satisfaction of the insurance requirements set forth in this Section, Franchisee may maintain a fully-funded self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. Franchisee agrees to provide the County with at least thirty (30) days prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly notify the County and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements in this Franchise have been satisfied.

Section 18. Incorporation and Annexation

If any road or County ROW covered by this Franchise is incorporated or annexed into the limits of any city or town, the Franchise granted herein shall terminate as to any road or County ROW

within the corporate limits of such city or town; but the Franchise shall continue as to County roads and County ROW not incorporated into a city or town.

Section 19. Vacation

19.1 If any portion of a County ROW which is subject to this Franchise is vacated, this Franchise shall automatically terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages or loss to the Franchisee by reason of such vacation and termination.

19.2 Whenever a County ROW or any portion thereof is vacated, the County may retain an easement for the Construction and Maintenance of public utilities and services which at the time of the vacation are specifically authorized or are physically located upon, over, under, across, or through a portion of the County ROW being vacated, in accordance with the provisions of RCW 36.87.140 as now existing or hereafter amended. In the event a right-of-way vacation is initiated under KCC 14.40.010, the County Road Engineer shall notify Franchisee in writing of the proposed vacation as soon as practicable prior to finalizing a report that complies with the requirements in RCW 36.87.040. Should the Franchisee desire the County to retain a utility easement in the vacated County ROW, the Franchisee may request that the County retain such an easement on, through and over the property at issue on behalf of the Franchisee as a part of any proposed action taken by the County Council on the particular vacation. Should the Franchisee make such a request, the County may retain said easement in the manner and to the extent provided for and allowed by law.

Section 20. Assignment and Colocation

20.1 This Franchise may not be leased, sold, partitioned, transferred, assigned, disposed of, or otherwise subject to a change in the identity of the Franchisee (each such activity, a "Transfer"), in whole or in part, in any manner, without legislative approval by the County Council. If such transfer is approved, the transferee must agree to be bound by each and every one of the provisions, conditions, regulations, and requirements contained in this Franchise.

20.2 Franchisee shall provide its list of existing Colocators to the County within ninety (90) days of the Effective Date of this Franchise. Thereafter, Franchisee shall update this list on an annual basis, which shall be due to the County by January 31st of each year during the term of this Franchise and any extension thereof. In addition, Franchisee will provide, at the County's request, a list of any requests for Colocation (including the name and contact information of the Colocator) if the Colocator was not previously identified on the annual list of Colocators operating in County ROW.

20.3 When entering into new agreements with Colocators for use of Franchisee's Facilities ("Colocation Agreements") and when updating and renewing existing Colocation Agreements, Franchisee shall include in such new, updated and renewed Colocation Agreements language affirming that Colocators shall install attachments on Franchisee's Facilities and obtain and comply with, all easements, rights-of-way, franchises, permits, licenses, and other property rights

and interests necessary or required to use or occupy the County ROW. Nothing in this Franchise is intended or shall be construed as agreement by the County with the terms and conditions of any Colocation Agreement or as a waiver of the requirements in King County Code for County permits, franchises or other authorizations prior to use or occupancy of County ROW.

20.4 In the event Franchisee desires to transfer ownership of Facilities to a Colocator, such transfer shall be arranged and accomplished consistent with a written agreement between the County and the Colocator, binding the Colocator to compliance with all terms and conditions applicable to the Colocator's use and occupancy of the County ROW. Franchisee Facilities that are out of compliance with the Road Standards may not be transferred unless and until they are brought into compliance.

20.5 In the case of a Transfer to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

Section 21. Default, Revocation, and Termination

21.1 If the Franchisee Defaults as defined in Section 1 on any term or condition of this Franchise, the County may terminate the Franchise as provided in KCC ch. 6.27, this Section 21, or pursue any remedy in equity or at law. Upon termination by the County, all rights of the Franchisee granted by this Franchise shall cease, and the County may suspend or withdraw approval of any active ROW construction permits. Franchisee may terminate this Agreement in the event of a Default by the County or pursue any remedy in equity or law.

21.2 A Party shall assert a Default by giving the other Party written notice of such asserted Default, stating with specificity the events or circumstances and nature of the asserted Default. The Party receiving such notice shall have sixty (60) days following receipt to cure the asserted Default, demonstrate to the other Party's satisfaction that a Default does not or no longer exists, or submit a plan satisfactory to the other Party to correct the asserted Default within a reasonable time. If, at the end of the sixty (60) day cure period, the non-Defaulting party reasonably believes that the asserted Default is continuing and the Party allegedly in Default is not taking satisfactory corrective action to cure or correct the Default, the other Party may invoke any of the remedies available under this Franchise, in equity, or at law.

21.3 The Party asserting the Default may, in its discretion, provide additional opportunity for the other Party to remedy the Default and come into compliance with this Franchise so to avoid termination.

21.4 During any period in which Franchisee is in Default the County may decline to issue, suspend, or withdraw any Right-of-Way Construction Permits to Franchisee.

21.5 If the County, in its sole discretion, reasonably determines that circumstances require immediate action to prevent or mitigate substantial and imminent risk to public health, welfare, or safety or imminent and substantial damage to the County ROW or adjacent properties, the County

may pursue its remedies under this Franchise, in equity, or at law without waiting for the cure period to expire. To the extent practicable under the circumstances, the County will provide reasonable notice to Franchisee.

Section 22. Remedies to Enforce Compliance; No Waiver

22.1. If a dispute under this Franchise other than a dispute arising under Section 21 (Default, Revocation, and Termination) arises between the County and Franchisee, it shall first be referred to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to achieve resolution of the dispute. If the Parties are unable to resolve the dispute during the initial meeting of the Parties' representatives, and unless further negotiations are agreed upon by the Parties, the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. Any reasonable expenses incidental to mediation shall be borne equally by the Parties.

If the Parties fail to achieve a resolution of the dispute through mediation within thirty (30) days after the matter is eligible for submission to mediation, either Party may then pursue any remedy under this Franchise, in equity, or at law, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action. If Franchisee or the County reasonably determines that circumstances require immediate action to prevent or mitigate imminent and substantial damage or injury, then such Party may immediately pursue any remedy available at law or in equity without having to follow the dispute resolution procedures in this Section.

22.2 Failure of the County or Franchisee to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County or Franchisee from pursuing such right or remedy at any future time.

22.3 In addition to judicial enforcement and any remedies under this Franchise, in equity, and at law, the Manager of the Real Estate Services Section and the Director of the Road Services Division have the authority under the King County Code to enforce this Franchise in accordance with the enforcement and penalty provisions of K.C.C. Title 23.

Section 23. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed to restrict the County's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise granted by this Franchise, including, but not limited to, any valid ordinance made in the exercise of the County's police powers in the interest of public safety and for the welfare of the public. The County shall have the authority at all times to control by appropriate regulations, including design standards, and utility accommodation policies, the location, elevation, manner of construction, and

maintenance of any Franchisee Facilities located within any County ROW or affecting any County ROW, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of law. In the event of a conflict between the regulatory provisions of this Franchise and any other ordinance(s) enacted under the County's police power authority, such other ordinance(s) shall take precedence over the regulatory provisions set forth herein.

Section 24. Eminent Domain

This Franchise is subject to the power of eminent domain, to extent permitted by law. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 25. Survival

25.1 Until such time as all of the Franchisee Facilities have been removed or have been abandoned in place in accordance with Section 13, all of the provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation, forfeiture, or early termination of the Franchise: (A) Section 4 (Right of Way Construction permit Required; Critical Areas Permit Required); (B) Section 5 (Emergency Work); (C) Section 6 (Compliance with Applicable Laws; Performance Standards); (D) Section 7 (Restoration of County ROW); (E) Section 8 (Maps and Records of Franchisee Facility Locations); (F) Section 9 (Relocation of Franchisee Facilities); (G) Section 11 (Hazardous Materials); (H) Section 12 (Dangerous Conditions, Authority for County to Abate); (I) Section 13 (Abandonment of Franchisee Facilities); (J) Section 14 (Consideration); (K) Section 15 (Hold Harmless and Indemnification); (L) Section 16 (Franchise Administration); (M) Section 17 (Insurance Requirements); ; (N) Section 21 (Default, Revocation, and Termination); (O) Section 23 (Remedies to Enforce Compliance; No Waiver); and (P) Section 26 (Governing Law, Stipulation of Venue, and Non-Discrimination).

25.2 After such time as all Franchisee Facilities have been either removed or abandoned in place to the County's satisfaction pursuant to Section 13, only the following provisions shall survive the expiration, revocation, forfeiture, or early termination of the Franchise: (A) Section 8 (Maps and Records of Franchisee Facility Locations); (B) Section 11 (Hazardous Materials); (C) Section 15 (Hold Harmless and Indemnification).and (D) Section 16 (Franchise Administration).

25.3 The following provisions shall survive as to any area removed from the coverage of the Franchise as a result of a full or partial termination of the Franchise: (A) Section 18 (Incorporation and Annexation); (B) amendment of the Franchise Area under Section 30 (Amendment); (C) Section 8 (Maps and Records of Franchisee Facility Locations); (D) Section 11 (Hazardous Materials); and (E) Section 15 (Hold Harmless and Indemnification); and (F) Section 16 (Franchise Administration).

Section 26. Governing Law, Stipulation of Venue, and Non-Discrimination

26.1 This Franchise and all use of County Road Rights-of-Way granted herein shall be governed by the laws of the State of Washington, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

26.2 Nondiscrimination: The County and Franchisee, their successors, and assigns, shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, military status or status as a veteran who was honorably discharged, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code 12.16.125. Franchisee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Franchise and shall be grounds for revocation, termination, or suspension of the Franchise.

Section 27. Severability

If any section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity 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, phrase, or provision of this Franchise nor the application of the provision at issue to any other person or entity.

Section 28. Notice and Emergency Contact

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. The Parties may also provide notice by email. If a Party disputes the delivery or receipt of notice by email then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice was not delivered or received or both.

KING COUNTY
King County Facilities Management Division
500 Fourth Avenue,
Seattle, WA 98104
Attn: Franchise Unit
Email: Franchise.FMD@KingCounty.gov

CITY OF SEATTLE
City Light Department

700 - 5th Avenue, Suite 3200
Seattle, WA 98124-4023
Attn: Sandra Ball, Manager, Energy Delivery Technical Services
Phone: 206-233-2645
Email: Sandra.Ball@seattle.gov

The Franchisee shall also provide the County a current emergency contact name (or title) and phone number available 24 hours a day, seven days a week. The Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 29. Acceptance

Within one hundred eighty (180) days from the approval date by the County Council, this Franchise shall be accepted by the Franchisee by first obtaining approval of such acceptance by ordinance of the Seattle City Council, and then by executing this Franchise and filing the executed Franchise with the Clerk of the County Council, which act shall be deemed an unconditional written acceptance thereof. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be voidable and will have no force or effect.

Section 30. Amendment

This Franchise may be modified at any time as proposed by mutual written agreement of the Parties, provided that such amendment that modifies a material term of this Franchise shall not become effective unless and until it is approved by County ordinance and accepted by ordinance of the Seattle City Council; provided, however, the Director of Facilities Management Division is authorized to execute the following amendments on behalf of the County without prior County Council approval: changes to the Franchise Area, extension of this Franchise under Section 3.2 (Term), adjustments under Section 17 (Insurance Requirements), and minor technical corrections or updates.

Section 31. Incorporation of Recitals

The recitals set forth above are hereby incorporated into and made part of the terms and conditions of this Franchise.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the date and year set forth below.

CITY OF SEATTLE

KING COUNTY,
a home rule charter county and political subdivision
of the State of Washington

Debra Smith
General Manager/CEO
Seattle City Light

Anthony O. Wright
Director, Facilities Management Division

Approved as to form:

Senior Deputy Prosecuting Attorney
Date

(NOTARY PAGE FOLLOWS)

CITY OF SEATTLE

STATE OF WASHINGTON)

) : ss.

COUNTY OF King County)

On this _____ day of _____, 20____, before me personally appeared Debra Smith, and under oath stated that as General Manager/CEO of Seattle City Light, she was authorized to execute the foregoing instrument, which she signed as a free and voluntary act on behalf of and with the knowledge and authority of the City of Seattle.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

KING COUNTY

STATE OF WASHINGTON)

) : ss.

COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared Anthony O. Wright, known to me as the Director, Facilities Management Division, for King County, and under oath stated that he was authorized to execute the foregoing instrument, which he signed as a free and voluntary act on behalf of and with the knowledge and authority of King County.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

EXHIBIT A

FRANCHISE AREA LEGAL DESCRIPTION

Franchise Area 1 (formerly #12965)

All those portions lying outside incorporated cities and towns within Sections 1 and 12, Township 23 North, Range 3 East, W.M., Sections 4, 5, 6, 7, 8 and 9, Township 23 North, Range 4 East, described as follows:

Beginning at the intersection of the east margin of Seola Beach Drive SW with the westerly extension of the north right of way margin of SW 116th Street;

Thence easterly along the north right-of-way margin of SW 116th Street extended Westerly and along the centerline of dedicated SW 116th Street to the east right-of-way margin of 12th Avenue SW;

Thence southerly along the east right-of-way margin of 12th Avenue SW and Ambaum Boulevard SW to the north right of-way margin of SW 128th Street;

Thence easterly along the north right-of-way margin of SW 128th Street, South 128th Street and the easterly extension thereof, to the westerly boundary of the City of Tukwila;

Thence northerly along westerly boundary of the City of Tukwila to its intersection with the southerly boundary of the City of Seattle;

Thence southerly, southeasterly, westerly, and southwesterly along the southerly boundary of the City of Seattle to the point of beginning.

Also, together with those portions of Sections 1, 11, 12, 13, 14, Township 23 North, Range 4 East, W.M., and Sections 6, 7, and 18, Township 23 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the southerly boundary of the City of Seattle with the southwesterly boundary of Lake Washington;

Thence southeasterly along the southwesterly boundary of Lake Washington to the intersection of the westerly boundary of the City of Renton;

Thence southerly, southwesterly, southeasterly, and westerly along the westerly boundary of the City of Renton to its intersection with the easterly boundary of the City of Tukwila;

Thence northwesterly and northerly along the easterly boundary of the City of Tukwila to the centerline of South Juniper Street in the southerly boundary of the City of Seattle;

Thence running along with southerly boundary of the City of Seattle as follows:

Easterly along the centerline of South Juniper Street to the centerline of 59th Avenue South;

Thence northerly along the center line of 59th Avenue South to the centerline of South Leo Street;

Thence easterly along the centerline of South Leo Street and its extension easterly to the easterly line of Renton Avenue South;

Thence southeasterly along the easterly line of Renton Avenue South to the south line extended westerly Block 8 Lake Ridge Division No. 4 as recorded in Volume 40 of Plats, Pages 22 and 23, records of King County Washington;

Thence easterly along the extended south line of Block 8, the south line of said Block 8, and the south line of Block 8 Lake Ridge Division No. 3 as recorded in Volume 40 of Plats, Page 10, records of King County, Washington, southeast corner of said Plat of Lake Ridge division No. 3;

Thence northerly along the east line of said Plat to the north line of Section 12, Township 23 North, Range 4 East, W.M.;

Thence westerly along the north line of said Section 12, to the northwest corner thereof;

Thence northerly along the west line of Section 1, Township 23 North, Range 4 East, W.M., to the northwest corner of the Plat of Lakeridge Park Estates, as recorded in Volume 134 of Plats, Pages 90 and 91, records of King County, Washington;

Thence easterly along the north line of said Plat to the west boundary of Lakeridge Park;

Thence southerly along the west boundary of Lakeridge Park to the southwest corner thereof;

Thence easterly along the south boundary of Lakeridge Park to the southeast corner thereof;

Thence northerly along the easterly boundary of Lakeridge Park to the northeast corner thereof;

Thence easterly along the westerly extension of the center line of South Ryan Street and the centerline of dedicated South Ryan Street to the point of beginning;

Except any portion lying within incorporated cities and towns.

Franchise Area 2 (formerly #5505)

The centerline of City of Seattle's – Seattle City Light Department, Bothell to Renton 230 kV Transmission Line Right of Way as described as follows:

Beginning up at north quarter corner of Section 4, Township 26 North, Range 5 East, W.M., and King County, Washington;

Thence southerly along the north-south centerline of said Section 4, and Sections 9, 16, 21, and 28, Township 26 North, Range 5 East, W.M., to the north line of said south half of the south half of said Section 28;

Thence South 14°53'42" East to the south line of said Section 28;

Thence southerly through the west half of the east half of Section 33, Township 26 North, Range 5 East, W.M., and Section 4, Township 25 North, Range 5 East, W.M., to the intersection of south line and centerline of said Section 4;

Thence southerly along the center lines of Section 9, 16, 21, 28, and 33, Township 25 North, Range 5 East, W.M., and Section 4, Township 24 North, Range 5 East, W.M., to the south line of said Section 4

Thence southerly through the east half of the west half of Section 9, Township 24 North, Range 5 East, W.M., to the south quarter corner of said Section 9;

Thence southerly along the north-south centerline of Sections 16, 21, 28, and 33, Township 24 North, Range 5 East, W.M., to a line approximately 1,655 feet south of and parallel with the north line of said Section 33;

Thence South 09°47'00" East approximately 10,715 feet through the west half of the east half of Section 33, Township 24 North, Range 5 East, W.M., and the east half of Sections 4 and 9, Township 23 North, Range 5 East, W.M., to appoint in the southeast quarter of the northeast quarter of said Section 9;

Thence south 05°49'00" West approximately 7,423 feet through the east half of Sections 9 and 16, Township 23 North, Range 5 East, W.M., to a point in the southwest quarter of the southeast quarter of said Section 16;

Thence South 52° 02'00" West to the south line of said Section 16 and the terminus of said centerline;

Except any portion lying within incorporated cities and towns.

Segments of County ROW

	Road Segment	Limits	Jurisdiction
1.	N 145th St.	From Lake City Way NE to 40th Ave NE (Lake Washington shoreline)	South 1/2 of road is in Seattle. (North 1/2 of road is County ROW).
2.	N 145th St.	From Greenwood Ave N to Aurora Ave N	South 1/2 of road is in Seattle. (North 1/2 of road is County ROW).
3.	SW Roxbury St - (North Highline Area Y PAA)	From 30th Ave SW to 21st Ave SW	North 1/2 of road is in Seattle. (South 1/2 of road is County ROW).

4.	SW Roxbury St- (North Highline Area Y PAA)	From 2nd Ave SW to 19th Ave SW	North 1/2 of road is in Seattle. (South 1/2 of road is County ROW).
5.	21st Ave SW - (North Highline Area Y PAA)	From SW Roxbury St to SW 98th St	East 1/2 of road is in Seattle. (West 1/2 of road is County ROW).
6.	SW 98th St – (North Highline Area Y PAA)	From 21st Ave SW to 19th Ave SW	North 1/2 of road is in Seattle. (South 1/2 of road is County ROW).
7.	51st Ave S	From S Ryan St to S Avon St.	East 1/2 of road is in Seattle with Tukwila abutting the west margin of the road. (West 1/2 of road is County ROW).
8.	S 120th St (Juniper St)	From 59th Ave S to SR-900 (Martin Luther King JR Way S)	North 1/2 of road is in Seattle. (South 1/2 of road is County ROW).
9.	59th Ave S	From S 120th St (Juniper St) to S Avon St	West 1/2 of road is in Seattle. (East 1/2 of road is County ROW).
10.	S 104th St (Ryan St)	From Cornell Ave S to 76th Ave S	North 1/2 of road is in Seattle. (South 1/2 of road is County ROW).
11.	Dallas Ave S - (Sliver by the River PAA)	From 12th Ave S to 16th Ave S	South 1/2 of road is in Seattle. (North 1/2 of road is County ROW).
12.	12th Ave S - (Sliver by the River PAA)	From Dallas Ave S to alley; From S Rose St to S Southern St	West 1/2 of road is in Seattle. (North 1/2 of road is County ROW).

EXHIBIT B
FRANCHISE AREA MAPS
(attached)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle City Light	Maura Brueger/206-707-3306	Greg Shiring/206-245-4123

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the City Light Department; approving a ten-year franchise to construct, operate, maintain, replace, and repair an electrical light and power system in, across, over, along, under, through, and below certain designated public rights-of-way in unincorporated King County; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation:

In 2016, the King County Council passed an Ordinance 18403 authorizing King County to receive compensation (i.e., rent) for use of the County right-of-way. The ordinance was challenged by several water districts, with the ordinance and King County’s right to require payment for use of County rights-of-way ultimately being upheld by the Washington State Supreme Court (WSSC) in 2019.

In 2017, City Light and King County began negotiating a new franchise agreement to replace lapsed former franchises that would include a mechanism for compensation for use of the County right-of-way. This also included negotiations regarding compensation going back to 2018 (when King County notified the City of the requirement to pay compensation). Following the 2019 WSSC decision, King County and City Light agreed on a compensation method similar to the one City Light uses to compensate the suburban franchise cities, rather than the originally proposed rent methodology. Under the franchise agreement, City Light may charge higher rates to customers within that city and makes payments to the city based on a percentage of total retail revenue received from those customers. For almost all the franchise cities, this percentage is 6%.

In the new King County Franchise Agreement, the percentage compensation is referred to as “consideration” (Section 14). The consideration payment will be 2% higher for the first five years of the agreement to compensate for King County’s foregone revenues from 2018 – 2022 and City Light will waive its 2% administration fee. Below is a chart summarizing the compensation collected from unincorporated customers and provided to King County.

2023 - 2027	8% of the total amount of Revenue billed to Franchisee’s customers in unincorporated King County per calendar year
Beginning 2028	6% of the total amount of Revenue billed to Franchisee’s customers in unincorporated King County per calendar year

Note, King County may also gain the right to levy a utility tax in the future, if they receive that taxing authority from the state. Counties are currently prohibited from imposing a utility tax. The new rates for these customers are included in the 2023 & 2024 Rates Ordinance adopted by

the City Council in September 2022. They will go into effect on January 1, 2023 (assuming adoption of the Franchise agreement by King County Council and the Seattle City Council). We added a “ratify and confirm” clause to the ordinance in case the effective date of the ordinance is after January 1, 2023.

Other issues in the draft Franchise Agreement that required time to negotiate included the County’s new Road Standards and the Hazardous Materials provisions. The County’s revised Road Standards require that City Light’s infrastructure conform with those standards over time. This is included in Section 10 (Roadside Management Plan). The new standards will require City Light to move certain above-ground distribution system equipment outside the identified “clear zone” of streets rights-of-way. This may require moving equipment fully outside the county right-of-way, which could entail obtaining private property easements or undergrounding of facilities. In response, City Light negotiated a Roadside Management Plan process that includes a full assessment of our facilities located within the “clear zone” prior to developing a Roadside Management Plan to remediate those facilities including a timeline which incorporates prioritization, capital funding availability and other factors identified in the assessment. City Light completed the assessment in 2021 and are prepared to begin work on the Roadside Management Plan in 2023. The Hazardous Materials provisions in Sections 11 & 15 were negotiated to include no release or indemnity for King County for County-caused hazardous substance releases in the right-of-way.

The initial term of the Franchise Agreement is ten years, with the ability to request an extension for an additional period of up to five years.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☐ Yes ☒ No

Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

Are there financial costs or other impacts of *not* implementing the legislation?
No.

4. OTHER IMPLICATIONS

- a. Does this legislation affect any departments besides the originating department?
Provides additional revenue for the General Fund through increased utility tax revenues.

b. Is a public hearing required for this legislation?

No

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No

d. Does this legislation affect a piece of property?

No

e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?

This legislation will increase retail rates for City Light customers in unincorporated King County, specifically, White Center and Skyway. These neighborhoods are home to many communities of color, immigrant populations, and non-English speakers (15% of residential customers are enrolled in the UDP). With this Franchise Agreement, electric bills for residents of these communities will increase by more than 10% on January 1, 2023, during the peak of the winter heating season. City Light plans to work with King County and community-based agencies to ensure a LAP is implemented to increase outreach to these communities this winter to intensify awareness of the Utility Discount Program, LIHEAP, and other emergency bill assistance. We also expect to apply a portion of the state arrearages funds to low-income customers in this area with large balances on their bill by the end of 2022.

f. Climate Change Implications

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

NA

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

NA

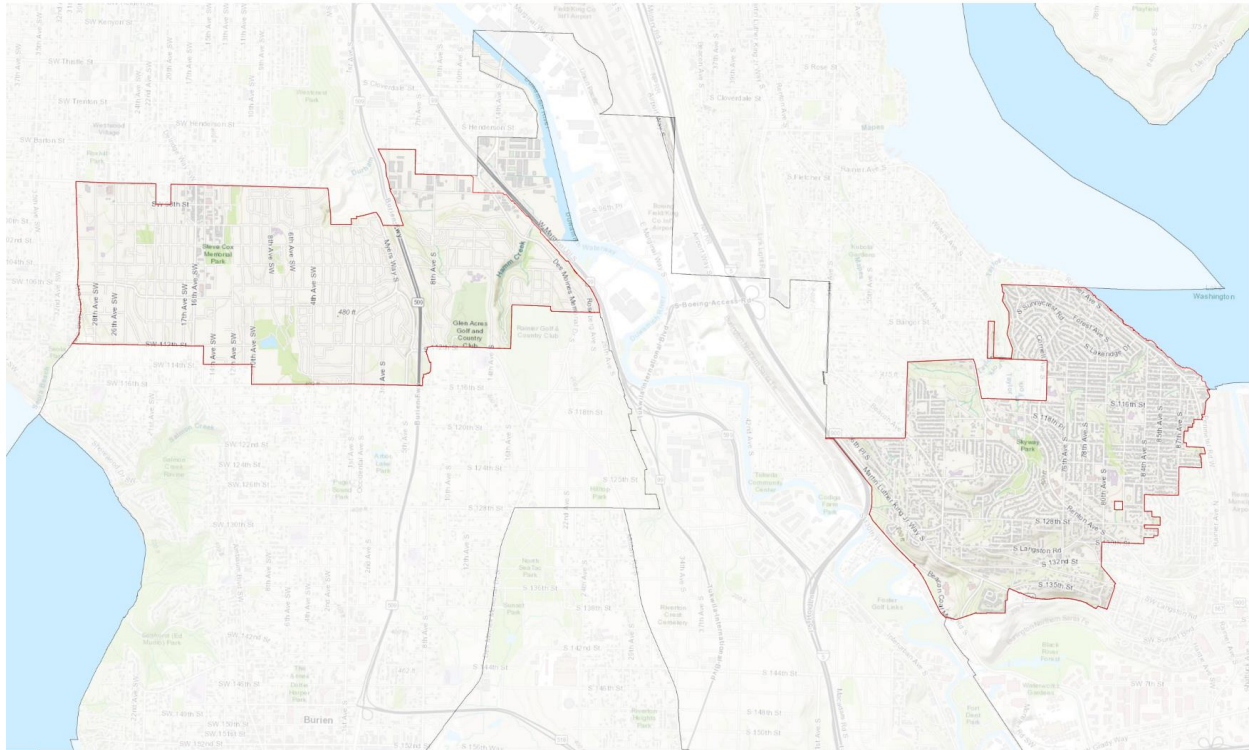
g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

NA

Summary Attachments:

Summary Attachment A - Franchise Area Map & Description

Franchise Area Map & Description



Description of county roads by reference to section, township and range in which the county roads or portions thereof are physically located (RCW 36.55.040):

King County right-of-way located within any of the following locations:

Area 1

All those portions lying outside incorporated cities and towns within Sections 1 and 12, Township 23 North, Range 3 East, W.M., Sections 4, 5, 6, 7, 8 and 9, Township 23 North, Range 4 East, described as follows:

Beginning at the intersection of the east margin of Seola Beach Drive SW with the westerly extension of the north right of way margin of SW 116th Street;

Thence easterly along the north right-of-way margin of SW 116th Street extended Westerly and along the centerline of dedicated SW 116th Street to the east right-of-way margin of 12th Avenue SW;

Thence southerly along the east right-of-way margin of 12th Avenue SW and Ambaum Boulevard SW to the north right of-way margin of SW 128th Street;

Thence easterly along the north right-of-way margin of SW 128th Street, South 128th Street and the easterly extension thereof, to the westerly boundary of the City of Tukwila;

Thence northerly along westerly boundary of the City of Tukwila to its intersection with the southerly boundary of the City of Seattle;

Thence southerly, southeasterly, westerly, and southwesterly along the southerly boundary of the City of Seattle to the point of beginning.

Also, together with those portions of Sections 1, 11, 12, 13, 14, Township 23 North, Range 4 East, W.M., and Sections 6, 7, and 18, Township 23 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the southerly boundary of the City of Seattle with the southwesterly boundary of Lake Washington;

Thence southeasterly along the southwesterly boundary of Lake Washington to the intersection of the westerly boundary of the City of Renton;

Thence southerly, southwesterly, southeasterly, and westerly along the westerly boundary of the City of Renton to its intersection with the easterly boundary of the City of Tukwila;

Thence northwesterly and northerly along the easterly boundary of the City of Tukwila to the centerline of South Juniper Street in the southerly boundary of the City of Seattle;

Thence running along with southerly boundary of the City of Seattle as follows:

Easterly along the centerline of South Juniper Street to the centerline of 59th Avenue South;

Thence northerly along the center line of 59th Avenue South to the centerline of South Leo Street;

Thence easterly along the centerline of South Leo Street and its extension easterly to the easterly line of Renton Avenue South;

Thence southeasterly along the easterly line of Renton Avenue South to the south line extended westerly Block 8 Lake Ridge Division No. 4 as recorded in Volume 40 of Plats, Pages 22 and 23, records of King County Washington;

Thence easterly along the extended south line of Block 8, the south line of said Block 8, and the south line of Block 8 Lake Ridge Division No. 3 as recorded in Volume 40 of Plats, Page 10, records of King County, Washington, southeast corner of said Plat of Lake Ridge division No. 3;

Thence northerly along the east line of said Plat to the north line of Section 12, Township 23 North, Range 4 East, W.M.;

Thence westerly along the north line of said Section 12, to the northwest corner thereof;

Thence northerly along the west line of Section 1, Township 23 North, Range 4 East, W.M., to the northwest corner of the Plat of Lakeridge Park Estates, as recorded in Volume 134 of Plats, Pages 90 and 91, records of King County, Washington;

Thence easterly along the north line of said Plat to the west boundary of Lakeridge Park;

Thence southerly along the west boundary of Lakeridge Park to the southwest corner thereof;

Thence easterly along the south boundary of Lakeridge Park to the southeast corner thereof;

Thence northerly along the easterly boundary of Lakeridge Park to the northeast corner thereof;

Thence easterly along the westerly extension of the center line of South Ryan Street and the centerline of dedicated South Ryan Street to the point of beginning.

Area 2

The centerline of City of Seattle's – Seattle City Light Department, Bothell to Renton 230 kV Transmission Line Right of Way as described as follows:

Beginning up at north quarter corner of Section 4, Township 26 North, Range 5 East, W.M., and King County, Washington;

Thence southerly along the north-south centerline of said Section 4, and Sections 9, 16, 21, and 28, Township 26 North, Range 5 East, W.M., to the north line of said south half of the south half of said Section 28;

Thence South $14^{\circ}53'42''$ East to the south line of said Section 28;

Thence southerly through the west half of the east half of Section 33, Township 26 North, Range 5 East, W.M., and Section 4, Township 25 North, Range 5 East, W.M., to the intersection of south line and centerline of said Section 4;

Thence southerly along the center lines of Section 9, 16, 21, 28, and 33, Township 25 North, Range 5 East, W.M., and Section 4, Township 24 North, Range 5 East, W.M., to the south line of said Section 4;

Thence southerly through the east half of the west half of Section 9, Township 24 North, Range 5 East, W.M., to the south quarter corner of said Section 9;

Thence southerly along the north-south centerline of Sections 16, 21, 28, and 33, Township 24 North, Range 5 East, W.M., to a line approximately 1,655 feet south of and parallel with the north line of said Section 33;

Thence South $09^{\circ}47'00''$ East approximately 10,715 feet through the west half of the east half of Section 33, Township 24 North, Range 5 East, W.M., and the east half of Sections 4 and 9, Township 23 North, Range 5 East, W.M., to appoint in the southeast quarter of the northeast quarter of said Section 9;

Thence south $05^{\circ}49'00''$ West approximately 7,423 feet through the east half of Sections 9 and 16, Township 23 North, Range 5 East, W.M., to a point in the southwest quarter of the southeast quarter of said Section 16;

Thence South $52^{\circ}02'00''$ West to the south line of said Section 16 and the terminus of said centerline;

Except any portion lying within incorporated cities and towns.

King County Franchise Agreement

Economic Development, Technology & City Light Committee

December 14, 2022

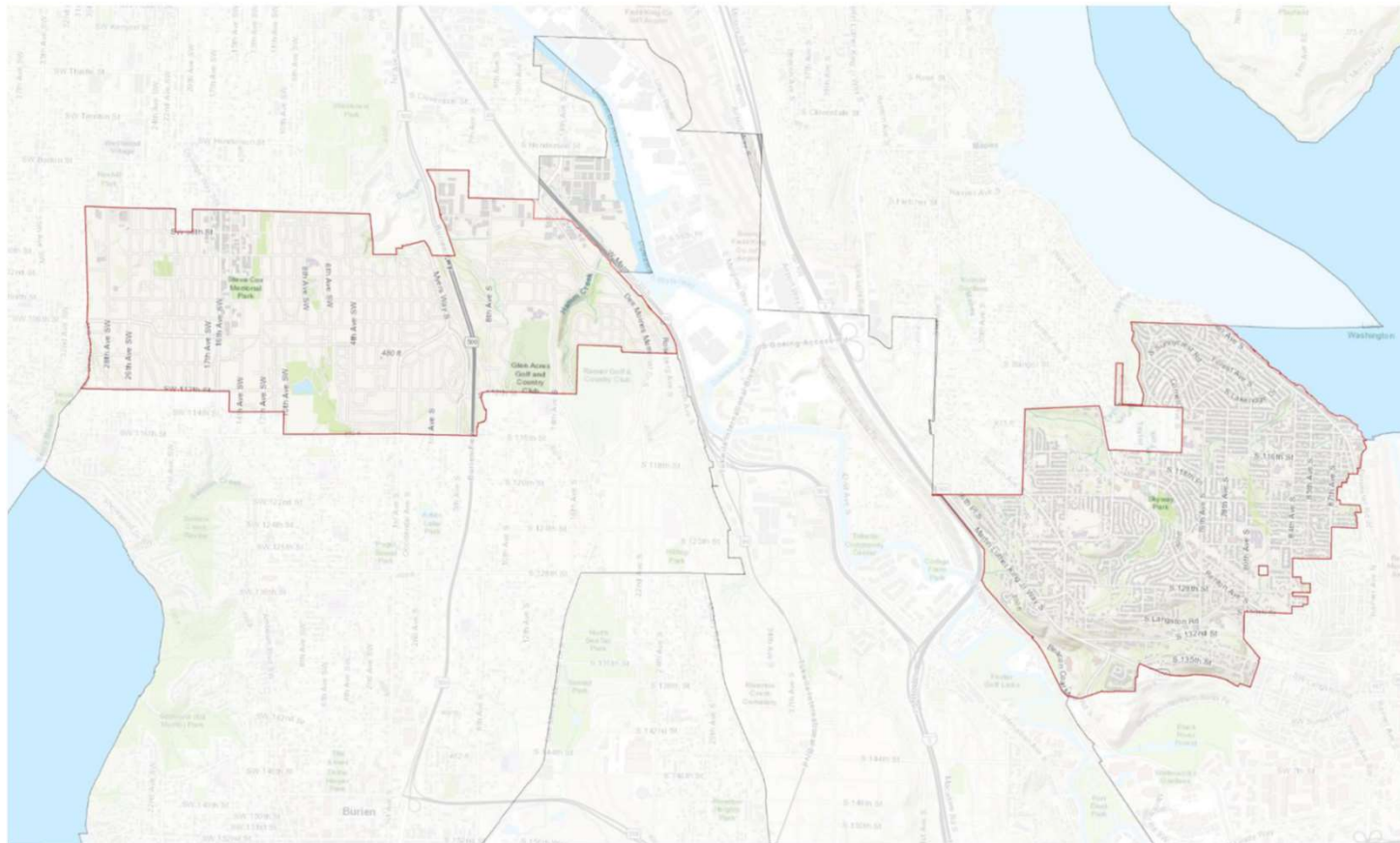


WE POWER SEATTLE

Background

- In 2016, King County adopted an ordinance authorizing the County to receive compensation for use of the County's Right-of-Way.
- Ordinance was challenged but WA State Supreme Court upheld their authority in 2019.
- Began negotiations in 2017 to replace the lapsed franchise agreement but temporarily delayed during 2020 and completed in early 2022.
- Two major changes to franchise agreement include compensation mechanism and new King County Road Standards.
- Obligated to pay compensation to King County back to 2018.

King County Franchise Area Map (18,600 Customers)



Key Components of New Agreement

- Collects an additional 8% on retail revenue billed to customers in franchise area and provided to King County as compensation.
- Provides mechanism for additional KC compensation for 5 years in lieu of compensation back to 2018.
- Requires SCL to develop a plan to meet new KC Road Standards that includes moving some above ground structures out of KC ROW.
- Hazardous Materials provisions includes no indemnification of KC for County-caused releases.
- Ten-year agreement with five-year extension allowed.



Next Steps for Outreach & Communications

- New KC rates included in 2023 & 2024 Rate Ordinance, including additional 8% compensation to KC.
- 15% of KC customers are enrolled in Utility Discount Program (60% rate discount).
- Joint communications with KC & CBOs to increase outreach for UDP, LIHEAP, emergency bill assistance, Weatherization Program & WA arrearages funds.
- Implementing Language Access Program.

CITY OF SEATTLE

Account Number
0123456789
JON DOE
1234 FAKE ST
SEATTLE, WA 98124

Service Address
1234 FAKE ST

You are currently enrolled in the Utility Discount Program.
* Avoid late charges - make timely bill payments or payment arrangement. (Accounts on Budget Billing are not eligible for alternative payment arrangements).
* Rate discounts available for income eligible seniors and other customer. Call 326-684-3000. Summer rates are in effect April 1 through September 30.

Seattle City Light Bill

Pay your bill online at www.seattle.gov/light/bill
Questions? Visit us on the web at www.seattle.gov/light
Or call 326-684-3000 or 1-800-862-1181 (out of area calls only)

Summary of charges as of July 15, 2016
Payments received after July 15, 2016 are not reflected.

Previous balance:	137.12
June 10, 2016 Payment - THANK YOU:	137.12 CR
Balance:	0.00
Current billing:	109.23
TOTAL AMOUNT DUE ON August 05, 2016	\$109.23

DETAILED BILLING INFORMATION

Electric Service

Service From	Service Through	Previous Reading	Current Reading	KWH Multiplier	KWH Usage
May 12, 2016	Jul 12, 2016	35705.00	38124.00	1	2421.00

Base Service Charge: 9.05
Summer Residential Energy: 610.00 KWH x \$0.0595 per KWH 36.36
Summer Residential Energy: 611.00 KWH x \$0.1257 per KWH 76.74
Utility Discount Program Savings: 163.82 CR

Current Electric Service: 109.23

CURRENT BILLING: 109.23



THANK YOU



Seattle City Light