

Ordinance No. 122766

Council Bill No. 116279

AN ORDINANCE relating to the City Light Bothell Substation; declaring certain property and property rights surplus to the City of Seattle's needs and authorizing their conveyance to the Silver Lake Water and Sewer District in order for the District to provide water service to the Substation.

CF No. _____

Date Introduced: <u>7.21.08</u>		
Date 1st Referred:	To: (c	Energy & Technology (ETC)
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>8-11-08</u>	Full Council Vote: <u>7-0</u>	
Date Presented to Mayor: <u>8-12-08</u>	Date Approved: <u>8-18-08</u>	
Date Returned to City Clerk: <u>8.18.08</u>	Date Published: <u>3</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Brian R. Hill

Councilmember

Committee Action:

VOTED AYE - BH, JG 8/6/08

8-11-08 Passed 7-0 (Excused: Licata, McIver)

This file is complete and ready for presentation to Full Council.

Committee: _____

(initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 15, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

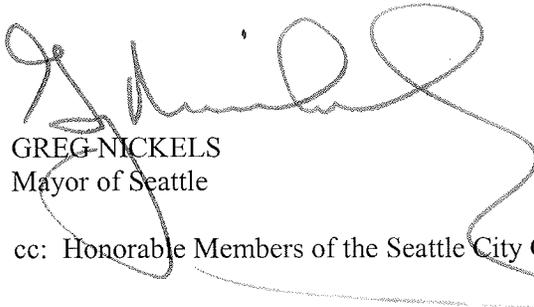
Dear Council President Conlin:

The attached proposed Council Bill allows Seattle City Light to grant easement rights to the Silver Lake Water and Sewer District (the "District") for the operation and maintenance of a water service connection to the City Light Bothell Substation. The legislation also authorizes City Light to transfer necessary fixtures to the District in order for the Bothell Substation to receive water service.

By connecting to the District's water system, City Light will be able to remove the existing water tower, which is vulnerable to damage in the event of an earthquake and which poses a serious risk to critical City Light electrical infrastructure. City Light has decommissioned the Substation's well in anticipation of this connection. Prior to connecting to the Silver Lake water system, City Light must transfer specified water service connections infrastructure to the District and grant the District an easement to operate and maintain the service connection.

Thank you for your consideration of this legislation, which will help to provide the Bothell Substation with a safe and reliable water source. Should you have questions, please contact Mary Junttila at 684-3825.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, faint circular stamp or watermark.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



1 Section 2. The Superintendent of City Light (“Superintendent”), or his designee, is
2 authorized to convey to the District the Infrastructure itemized in Attachment 2 to this Ordinance
3 and an easement to enter the real property described in Attachment 3 for the purposes described
4 therein. The Superintendent or his designee is further authorized to execute all documents
5 necessary for the conveyance of the aforesaid Infrastructure and easement, including the Bill of
6 Sale and Water Easement Agreement substantially in the form of Attachments 2 and 3.

7 Section 3. Any act pursuant to the authority of and prior to the effective date of this
8 ordinance is hereby ratified.

9 Section 4. This ordinance shall take effect and be in force thirty (30) days from and
10 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
11 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

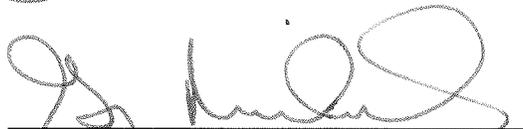


1 Passed by the City Council the 11th day of August, 2008, and
2 signed by me in open session in authentication of its passage this

3 11th day of August, 2008.

4
5
6 
7 _____
8 President _____ of the City Council

9 Approved by me this 18th day of August, 2008.

10
11 
12 _____
13 Gregory J. Nickels, Mayor

14 Filed by me this 18th day of August, 2008.

15
16 
17 _____
18 City Clerk

19 (Seal)

20 Attachment 1: Application and Agreement to Construct Extension to District System

21 Attachment 2: Silver Lake Water and Sewer District Bill of Sale

22 Exhibit A to Attachment 2: Itemized Cost of Water System

23 Attachment 3: Water Line Easement Agreement



original

**SILVER LAKE WATER DISTRICT
APPLICATION AND AGREEMENT TO CONSTRUCT
EXTENSION TO DISTRICT SYSTEM**

Project: Bothell Substation Water System Replacement

Developer: The City of Seattle

The undersigned, "Developer" (also referred to as "Owner") herein, hereby makes application to the Commissioners of Silver Lake Water District, "District" herein, for permission to construct and connect a private "Extension" to the District's existing system as herein provided (referred to in this Agreement as the "Extension"; "Extension facilities" or the "facilities"). The term "Extension" shall apply herein whether Developer is extending the District water system or the District sewer system or both systems. If this application is accepted, the undersigned, in consideration of the mutual promises and covenants herein contained, agrees to the terms and conditions of this Developer Extension Agreement as follows:

1. Location of Extension.

Owners and Developers of property acknowledge and agree connection to District utility systems may be contingent on construction and extension of utility systems by other private parties or by the District. District does not warrant infrastructure will be available to this project in a timely manner. Owners and Developers undertaking construction of onsite or off site utility facilities prior to District system being extended to allow connection do so at their own risk.

Developer recognizes and understands it must pay all connection charges and monthly service rates and charges authorized by statute. All applicable District connection charges shall be paid to the District no later than the District's final acceptance of the Extension facilities.

A. Water

The proposed water system extension shall be installed in streets and other approved rights-of-way and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by Developer and/or other owners for whom Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof.

B. Sewer

There is no proposed sewer extension.

C. Owner's Property

The legal description of the owner's real property is attached hereto as Exhibit A. Sewer and water facilities contemplated under this agreement will be constructed on said property or on easements or other property to be approved and accepted by the District.



The Developer shall provide to the District a Vicinity Map with Project location along with the legal description.

2. Warranty of Authority.

Developer and any additional owners warrant that they are the owners of the property described in this Agreement. Developer shall upon request of District provide a title report to District establishing that the parties executing this Agreement are the owners of all the real property described herein.

3. Description of Extension.

A. Water

The Extension shall consist of approximately 70 (seventy) lineal feet of water pipe and appurtenances and shall be installed in accordance with this Agreement and with the Plans, General Conditions and Specifications provided by District at the cost of Developer as hereinafter provided or in accordance with such Plans as Developer's Engineer may prepare in conformity with District General Conditions, Specifications, and Standard Details, and approved by District.

B. Sewer

There is no proposed sewer extension.

4. Preparation of Plans by Developer's Engineer.

Developer shall have the option of retaining its own engineer to prepare the Plans for the extension according to District Specifications or to have the District Engineer prepare the Plans and reimburse District for the cost thereof according to this agreement. If Developer elects to retain its own engineer for preparation of the Plans, then the following requirements apply:

- (a) Developer shall obtain District approval of Developer's Engineer.
- (b) Prior to preparation of the Plans, Developer shall:
 - (1) Obtain official preliminary plat approval for Developer's project using a minimum scale of one (1) inch equals fifty (50) feet;
 - (2) Should a Re-Imbursement Agreement be requested, file with the District a plan that shows all the properties and area that can be served by utility extensions to the District's system and the documentation necessary for the District to determine the viability of any reimbursement agreement.

(c) Upon completion of (b) above, at the election of the District, a pre-design meeting shall be held with District and with Developer and Developer's Engineer in attendance. It is expected that this meeting will occur approximately ten (10) working



days after completion of (b) above. It is the obligation of Developer to arrange for the conference and the attendance of concerned parties.

(d) At the pre-design meeting, the Developer's Engineer shall submit to District a conceptual plan for the utility development of the project.

(e) Upon preliminary review of the conceptual plan, Developer's Engineer shall prepare and submit to the District a preliminary design and Plan for review and approval by the District. Water and sewer plans shall be on separate sheets. Plans shall include a general vicinity map depicting the project location. The District shall have the right to require changes in the preliminary design and Plan as may be deemed necessary. All designs and plans prepared by Developer's Engineer shall be prepared in accordance with the District's Standard Details for Design.

(f) Upon approval of the preliminary design and Plan by the District, Developer's Engineer shall prepare a proposed final Plan and submit three (3) copies of the proposed final Plan, together with an electronic file of the Plans on AutoCAD Release 13 or 14, or as updated to be compatible with the District's system, to the District for review. Upon receipt of the proposed final Plan, District shall have the right to require such changes to the proposed final Plan as may be deemed necessary.

(g) Upon completion of all required changes to the final Plan, the District will consider the final Plan for approval. The District shall have the right to approve, reject, or require changes to the final Plan as may be deemed necessary.

(h) Upon approval of the final Plan by the District, the District Manager, or designee, will indicate his approval of the Plan on the original mylar drawings.

(i) Upon approval of the original mylar Plan drawings, the Developer's Engineer shall submit copies of the approved Plan so that the District can procure the Snohomish County right-of-way construction permits for the Plan as may be necessary. The Developer's Engineer shall notify the District of any permits required. The Developer shall be responsible for procuring all other necessary and applicable permits. Should changes to the Plan be required in order to receive said permits and approvals, Developer's Engineer shall make all changes as required.

5. Warranties of Developer -- Water and Sewer

(a) Before the commencement of work, Developer shall agree to District approved plans and specifications and a schedule of work. Developer shall reimburse District for all costs of plan review, inspection, and other work on this project done by District staff or consultants.

(b) All public and private property which is disturbed by the construction of the above described improvements shall be restored to as good a condition as it was prior to the commencement of the construction.

(c) All design and all work shall be in conformance with requirements of the District, the State of Washington Department of Ecology, any and all Endangered Species Act Regulations and regulations or controls or conditions of any other



governmental agency charged with the responsibility of permitting, inspecting, accepting or approving design and construction of these improvements.

(d) Developer shall maintain in full force and effect, during the construction period, liability insurance with limits of liability of not less than \$1,000,000.00 combined single limits/bodily injury and property damage and builders all risk. Such insurance shall be provided by an insurance company licensed to conduct business in the State of Washington and shall not be a "surplus line carrier". The District and its engineer shall be named as an additional insured. The underwriters shall be required to give the District notice of cancellation of insurance thirty (30) days prior to such cancellation. A certificate of insurance evidencing the existence of such insurance coverage shall be filed with the District prior to the commencement of construction; provided, District may waive the requirements of this provision and accept a letter of self insurance from the Developer in a form and stating terms and conditions acceptable to the District in its sole discretion.

(e) Upon completion of the construction, and after final acceptance of the Extension facilities by the District, the Developer shall convey the facilities to the District by means of a bill of sale. "Final acceptance" means the District accepts ownership of the Extension facilities and that it has been installed pursuant to the District's standards and specifications. The bill of sale to be provided by Developer to District shall contain the following warranties with District as beneficiary:

(1) Developer is the owner of the extension, the same is free and clear of all encumbrances and Developer has good right and authority to transfer title thereto to District and shall defend the title of District against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and

(2) That all bills and taxes relating to the construction and installation of the Extension have been paid in full and that there are no lawsuits pending involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned shall undertake to defend the lawsuit and shall accept responsibility and pay for all costs of litigation, including the District's costs, and reasonable attorneys fees and shall hold District harmless on any judgment rendered against District in accordance with provisions set forth in more detail in the District General Conditions; and

(3) That all laws and ordinances respecting construction of this project have been complied with, and that the system Extension is in proper working condition, order and repair, and is fit for its intended purpose and that it has been constructed in accordance with the conditions and standards of District; and

(4) For a period of two (2) years from the date of final acceptance of the Extension by District, the Extension and all parts thereof shall remain in proper working condition, order and repair, and Developer shall repair or replace, at the Developer's expense, any work or material which may prove to be defective during the period of the warranty.



(f) Developer shall notify the District of the date work on the construction of the facilities described in this Agreement will commence. In the event of interruption of work for any reason for more than seven (7) consecutive calendar days, Developer shall give the District notice of not less than twenty-four hours before resuming work.

(g) After the work is commenced or recommenced, Developer shall vigorously and consistently continue the work in a first class manner until completion.

(h) Upon completion of construction, Developer shall deliver to the District all Mylar originals of as-built drawings, together with an electronic file of the Plans on AutoCAD Release 13 or 14 or as updated to be compatible with the District's system, and such other engineering records and data as may be required by the District.

In addition, Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required in this Agreement. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance of the correct work by District.

6. Correction of Defects Occurring Within Warranty Period.

When defects in the Extension are discovered within the warranty period, Developer shall start work to remedy any such defects within seven (7) calendar days of notice by District and shall complete such work within a reasonable time. In emergencies, where damages may result from delay or where loss of service may result, corrections may be made by District upon discovery, in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by District at its option, and the cost thereof shall be paid by Developer.

Developer shall be responsible for any expenses incurred by District resulting from defects in Developer's work within the warranty period, including actual damages, costs of materials and labor expended by District in making repairs and the cost of engineering, inspection and supervision by District or the District Consultants.

7. Performance Guarantee.

Developer shall not be required to provide a performance guarantee to the District to insure the performance of the work and Developer's obligations under this agreement; provided, if Developer employs a contractor to install the Extension facilities, Developer or Developer's contractor shall furnish to District prior to the pre-construction conference a performance guarantee of a type and in a form as determined by District, in its sole discretion, in an amount equal to the Developer's Engineer's estimated cost of the Extension or contractor bid price; the performance guarantee shall require completion of all work in accordance with the Agreement, the Plans and Specifications and other requirements of District within a period of twelve (12) months from the date of acceptance of the Plans by the District; provided, further, for that portion of the Extension facilities that will be installed in Snohomish County right-of-way, Developer shall be required to satisfy Snohomish County's requirements that a bond, assignment of funds or cash set aside be provided to Snohomish County as a condition of the issuance of a right-of-way permit by Snohomish County for the Extension work..



If Developer employs a contractor to install the Extension facilities, District in its sole discretion may also require a payment bond of a type and in a form as determined by District requiring the payment by Developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold District harmless from any claims therefrom. Any payment bond required by District shall be provided to District prior to the pre-construction conference as a condition of District granting final acceptance of the work referenced herein.

No third person or party shall have any rights under any performance guarantee District may require from Developer and such performance guarantee is provided entirely for the benefit of District and Developer and their successors in interest.

8. Maintenance Bond.

Final acceptance by District shall not relieve Developer of the obligation to correct defects in labor and/or materials as herein provided and/or the obligations set forth in applicable paragraphs hereof. Prior to final acceptance of the Extension by District and the transfer of title to such extension(s) as set forth herein, Developer or Developer's contractor shall furnish to District a maintenance bond (cash or bond) which shall continue in force from the date of final acceptance of said Extension for a period of two (2) years. The bond shall be in a form as prescribed by District and shall require Developer and the bonding company to correct the defects in labor and materials which arise in said system for a period of two (2) years from the date of final acceptance of the Facilities. The maintenance bond shall be in an amount equal to fifteen (15) percent of the cost of said Extension, but not less than two thousand dollars (\$2,000.00). The District shall review the submitted construction costs and determine the amount of the maintenance bond.

9. Limitation of Period of Acceptance.

The Extension shall be completed and accepted within twelve (12) months of the date of acceptance of the Plans by the District or the date this Agreement is executed by both parties, whichever is later.

If the Extension is not completed and accepted within the twelve (12) month period, then this Agreement and all of Developer's rights herein shall terminate and cease. No extension of the time for completion of the Agreement shall be allowed. In the event the Agreement terminates, Developer shall be required to make a new pre-application and new application for extension agreement to District. Any such new agreement entered into between District and Developer pursuant to a new application shall be subject to any new or amended Resolutions, construction policies, standards and specifications which have taken effect since the execution of the terminated agreement. Nothing herein shall be construed to convey any rights or privileges to Developer except as explicitly set forth in this agreement.

If Developer abandons the Extension project during twelve (12) months or shall fail to complete the Extension within that period, Developer may be deemed, at District's sole option and election to have transferred and conveyed to District any portion of the Extension which has been completed.

10. Final Acceptance - Conditions Precedent.

Compliance with all terms and conditions of this Agreement, the Plans, General Conditions, and Specifications prepared hereunder, the District's "Developer Standards for the Construction of Water Systems" and other District requirements shall be a condition precedent to District's obligation to allow connection to the District's system, to accept the Bill of Sale to the Extension, and to District's agreement to maintain and operate the Extension and to provide service to the real property that is described in this Agreement.

District will not be required to allow any connection to District's system any portion of the real property described in this Agreement if there are any fees or costs unpaid to District under this Agreement or there are other fees arising under other District requirements which are unpaid.

District will not be obligated to provide service to the property described in this Agreement if construction by third parties of facilities to be deeded to District has not been completed and title accepted by District if such third-party facilities are necessary to provide service to the property described in this Agreement.

District will not be obligated to allow service connections to its system until all District connection charges, including but not limited to, Water General Facilities Connection charges in effect on the date of application for service have been paid. Developer understands and specifically agrees that General Facilities and Connection charges required by District to connect to District's system will be determined by District at time of connection. Developer understands and agrees that any and all fees and charges of the District may be adjusted by District prior to the time of connection to District system and Developer waives actual notice of any hearing by Board of Commissioners to consider adjustment of any such fees and charges.

District will accept title to the Extension at such time as all work which may, in any way, affect the lines constituting the Extension has been completed, and any damage to said Extension which may exist has been repaired, and District has made final inspection and given its approval to the Extension as having been completed in accordance with the Agreement, the Plans, General Conditions, and Specifications and other requirements of District.

11. Procedure for Acceptance.

Acceptance of title to the Extension will be made by the District. Prior to such acceptance, an executed bill of sale in a form approved by District and containing the warranties required by this Agreement shall be executed by Developer and any additional owners and delivered to District. There will be no conditional acceptance or acceptance for use and operation.

12. Effect of Acceptance.

Acceptance by District shall cause the Extension to be a public system subject to the control, use and operation of District and all regulations, conditions of service, and service charges as District determines to be reasonable and proper, and subject to the laws of the State of Washington.



13. Rates and Charges.

The property described in this Agreement shall be subject to all water service rates and charges established by District, as now exist or hereinafter amended or adjusted.

14. Subcontracting.

Developer shall be fully responsible for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and commissions of persons directly employed by Developer.

15. No Assignment without District Approval.

Developer's rights and responsibilities arising out of this Agreement shall not be assignable unless District's prior consent is obtained. Written documents as required by District of any District approved assignment shall be filed with District by the Developer herein at the time of any assignment.

16. General Provisions, Standard Details, and Specifications.

The Silver Lake Water District Developer Standards, Sections I, II, III, IV and V, as currently adopted or hereafter amended, are incorporated herein by this reference.

17. Remedies Available to District.

In the event Developer fails to pay any of the Extension fees and charges and fines referenced herein when due as determined by District, the charge or fine shall then be delinquent and shall accrue interest at the highest legal rate per annum until paid. In addition, the District shall be entitled to exercise all other remedies available to District by law including those set forth in RCW 57.08.081, as revised or amended.

18. Reimbursement Agreement

The District may, in its sole discretion, agree to a Developer Reimbursement Agreement with Developer for offsite sewer or water improvements.

A Developer seeking reimbursement for costs of constructing sewer or water system offsite of the proposed development by adjacent properties directly benefiting from connecting to the new system shall enter into a Reimbursement Agreement with the District.

The District will not accept the Bill of Sale for the improvements or accept the development as complete until all property owners within the benefited area have been notified of the latecomers charges as described in the Reimbursement Agreement. The District takes no responsibility to defend legal challenge to a Reimbursement Agreement with Developer. Any challenge to District's authority or process for a Reimbursement Agreement will not be defended by District. District may tender defense of the reimbursement agreement to Developer.



The Developer shall make his request for such agreement at the time of submitting the application for the Developer Extension Agreement by signing the following declaration:

Yes, I request a Reimbursement Agreement _____

No, I do not request a Reimbursement Agreement X

Developer agrees that Developer's costs for the sewer/water improvements to be constructed by Developer hereunder have been factored into the feasibility of Developer's Project and that Developer's decision to proceed with Developer's Project is not contingent or in any way dependent on receipt of latecomer payments or payments from other property owners or developers that may connect to sewer/water facilities constructed by Developer under this agreement. Further, Developer agrees that the District shall not collect payments on behalf of Developer from other property owners or developers that receive no benefit at the time of connection to the District system from water/sewer facilities constructed hereunder. Developer agrees and acknowledges that District reserves the right to direct water/sewer flows and to contract for the construction of other sewer/water facilities, regardless of whether future flows and future facilities constructed under other contracts affect anticipated receipt of latecomer payments hereunder.

19. Notice.

Any notice required by this Agreement to be given by District to Developer shall be given as follows:

Name: Mary Junttila, Sr Capital Projects Coordinator

Phone: 206-684-3825

Address: Seattle City Light, 700 5th Avenue, Suite 3300

P.O. Box 34023, Seattle WA 98124-4023

20. Complete Agreement.

This Agreement, Exhibit A (Legal Description of Bothell Substation and Vicinity Map with Project location), and the plans approved by District constitutes the entire agreement between Developer and District with respect to the rights and responsibilities of both parties in regard to project referred to herein. For purpose of identification, this Agreement shall be assigned a number by the District, which number shall be endorsed on the first page of the Agreement. This Agreement may be changed in writing only upon mutual agreement of the Commissioners of District and Developer.



ACCEPTANCE OF THIS APPLICATION BY THE DISTRICT CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH



PARAGRAPH OF THIS AGREEMENT, THE DISTRICT GENERAL CONDITIONS, MATERIALS, CONSTRUCTION AND STANDARD DETAILS, SPECIFICATIONS SHEETS AND THE EXTENSION DESIGN DRAWINGS APPROVED BY DISTRICT.

DATED this 29 day of December, 2005.

BY [Signature] Seattle City Light
for Jorge Carrasco Developer

Its Superintendent

FOR INDIVIDUAL OWNER/DEVELOPER

STATE OF WASHINGTON)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC in and for the State of Washington

My Commission Expires: _____

FOR CORPORATION OR PARTNERSHIP

STATE OF WASHINGTON)
 : ss.
County of King)

I certify that I know or have satisfactory evidence that Nardew Juji signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Customer Service Officer of Seattle City Light to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated this 29 day of Dec, 2005

[Signature]
NOTARY PUBLIC for the State of Washington
Printed Name: John E. Carlin
Residing at: Edmonds
My Commission Expires: 10/30/2009



SILVER LAKE WATER DISTRICT APPLICATION AND AGREEMENT

TO CONSTRUCT EXTENSION TO DISTRICT SYSTEM

EXHIBIT A

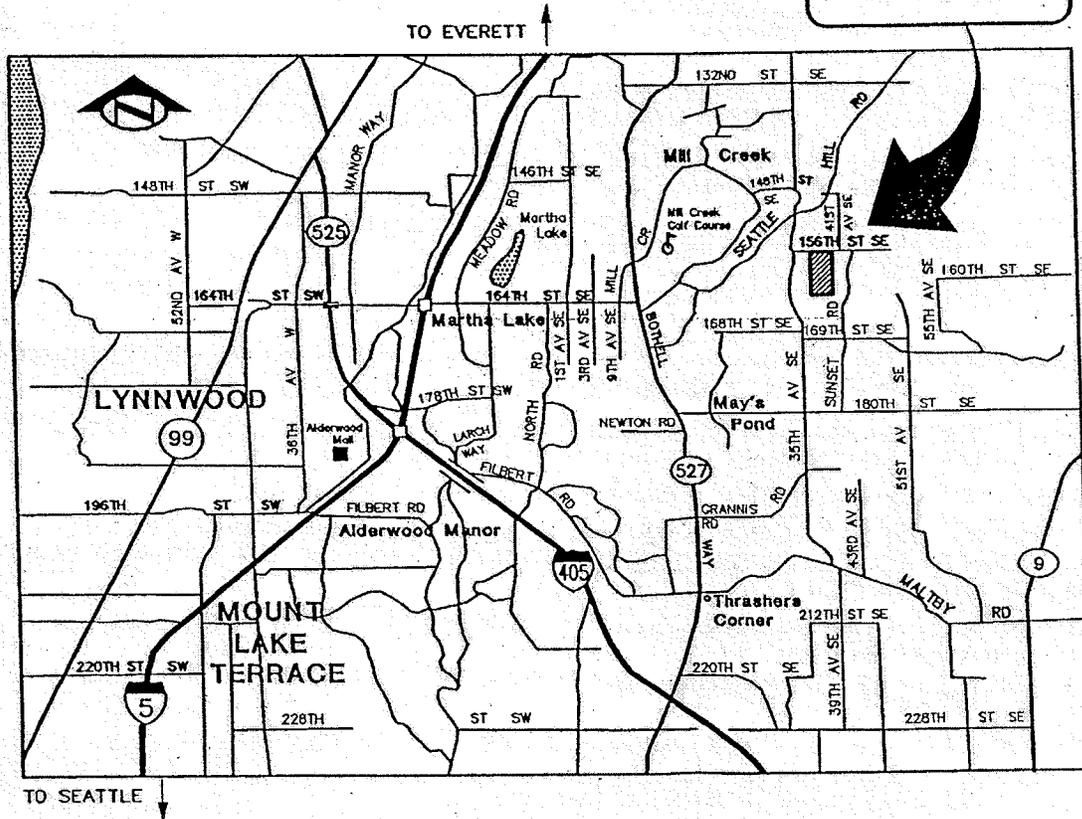
Project: Bothell Substation Water System Replacement

Developer: The City of Seattle/Seattle City Light

VICINITY MAP 1

ADDRESS: 3912 156TH ST SE
BOTHELL, WASHINGTON

**PROJECT
LOCATION**



SILVER LAKE WATER DISTRICT APPLICATION AND AGREEMENT

TO CONSTRUCT EXTENSION TO DISTRICT SYSTEM

EXHIBIT A

Project: Bothell Substation Water System Replacement

Developer: The City of Seattle/Seattle City Light

LEGAL DESCRIPTION

BOTHELL SUBSTATION PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH $1\ 04\ '53''$ EAST, 20 FEET TO THE SOUTH MARGIN OF THE COUNTY ROAD, AND THE TRUE POINT OF BEGINNING;

THENCE NORTH $89\ 58\ '10''$ EAST, ALONG SAID SOUTH MARGIN OF THE COUNTY ROAD, 980 FEET;

THENCE SOUTH $1\ 04\ '53''$ EAST, 647.88 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH $89\ 58\ '10''$ EAST, ALONG SAID SOUTH LINE, 138.47 FEET, MORE OR LESS TO THE WESTERLY MARGIN OF ELWOOD ROAD;

THENCE SOUTH $8\ 50\ '25''$ WEST, ALONG SAID WESTERLY MARGIN, 339.57 FEET;

THENCE SOUTH $1\ 23\ '12''$ EAST, CONTINUING ALONG SAID WESTERLY MARGIN, 334.87 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH $89\ 58\ '29''$ WEST, ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER, 1717.27 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH $0\ 03\ '44''$ EAST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1316.33 FEET, MORE OR LESS, TO THE SOUTH MARGIN OF THE COUNTY ROAD;

THENCE NORTH $89\ 58\ '10''$ EAST, ALONG SAID SOUTH MARGIN OF THE COUNTY ROAD, TO THE TRUE POINT OF BEGINNING.



SILVER LAKE WATER AND SEWER DISTRICT

BILL OF SALE - WATER

Project: Bothell Substation Water System

Developer: Seattle City Light

THE UNDERSIGNED hereby conveys and transfers to the SILVER LAKE WATER AND SEWER DISTRICT (the "District") the following described personal property:

See attached spreadsheet titled SILVER LAKE WATER AND SEWER DISTRICT ITEMIZED COST OF WATER SYSTEM

This conveyance is made in consideration of the District's agreement to provide routine maintenance of said property and to provide water services pursuant to the District's resolutions and regulations, which may be amended from time to time.

The undersigned, and its successors and assigns, covenants and agrees to and with the District, its successors and assigns, that the undersigned is the owner of said property and has the right and authority to sell the same, that the property is free of all liens or encumbrances, and that the undersigned will, and does, hereby warrant and agree to defend the title of the District, its successors and assigns, against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.

The undersigned warrants that all bills and taxes relating to the construction and installation of the water main and appurtenances have been paid in full and that there are no lawsuits pending involving this project. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the District harmless on any judgment rendered against the District.

The undersigned further warrants that all laws and ordinances respecting construction of this project have been complied with, and that the property is in proper working condition, order and repair and fit for purposes intended; i.e. for use as a water distribution system including distribution and supply lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the District.

The undersigned covenants and agrees with the District to replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of two (2) years from date hereof, without cost to the District. The undersigned shall further warrant the corrected work for two years after acceptance of the corrected work by the District.



DEVELOPER: _____

By:

Its:

INDIVIDUAL

STATE OF WASHINGTON)

ss.

County of _____)

On this _____ day of _____, 200 , before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared _____ to me known to be the individual(s) named herein, and who executed the within and foregoing in instrument, and acknowledged execution of the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
Washington State, residing at

My Commission Expires: _____



CORPORATE

STATE OF WASHINGTON)

ss.

County of _____)

On this _____ day of _____, 200 , before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the _____
of the corporation named herein, and acknowledged execution of the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and *year* first above written.

NOTARY PUBLIC in and for
Washington State, residing at

My Commission Expires: _____



Exhibit A to Bill of Sale

**SILVER LAKE WATER AND SEWER DISTRICT
ITEMIZED COST OF WATER SYSTEM**

Project: Bothell Substation Water System

Developer: Seattle City Light

Date: May 17, 2007

DESCRIPTION	QUANTITY	UNIT COST	COST
6" Dia. Ductile Iron Pipe			
8" Dia. Ductile Iron Pipe	80 lf	\$46.212	\$ 3,696.96
12" Dia. Ductile Iron Pipe			
Fire Hydrant Assemblies			
8" Gate Valve	1	LS	\$ 2,002.55
1" Water Services			
1 1/2" Water Services			
2" Water Services			
Meter Vault & Larger Services	1	LS	\$ 4,824.61
Air-Vac Assemblies			
Blow-off Assemblies			
Detector Check Assembly	1	LS	\$15,340.40

SUBTOTAL: \$25,864.52

SALES TAX: \$ 2,198.48

TOTAL COST: \$28,063.00

Note:

1. Include in each pipe price (Total Cost & Unit Cost) the cost of gate valves, fittings, pavement repairs, and any other items not otherwise listed above.
2. Include in each fire hydrant price the main line tee, hydrant valve, valve boxes, shackle rods, thrust blocks, hydrant posts and other related items for a complete hydrant installation.
3. Blank spaces reserved for major cost items such as pressure reducing vaults, pressure relief vaults, pump stations, etc. Contact District regarding listing of such items.



After Recording please return to:
Silver Lake Water & Sewer District
P.O. Box 13888
Mill Creek WA 98012

WATER LINE EASEMENT AGREEMENT

Grantor: THE CITY OF SEATTLE

Grantee: SILVER LAKE WATER & SEWER DISTRICT

Legal Description: Southwest ¼ of Section 4, Township 27 North, Range 5 East of the Willamette Meridian, King County, Washington.

Reference No: 04270530280002 (previous parcel number)

Tax Account No.: 27050400302800

THE UNDERSIGNED GRANTOR THE CITY OF SEATTLE for and in consideration of the benefits derived and to be derived herein, , the receipt of which is hereby acknowledged, does hereby grant unto the SILVER LAKE WATER & SEWER DISTRICT, a Municipal Corporation, its heirs or assigns, a nonexclusive easement to enter upon the real estate hereinafter described, at any time that it may deem reasonably necessary to construct, maintain, repair and operate a water system line and pertinent facilities over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and trenches for the location of pipelines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and mains.

The easement and right-of-way hereby granted is located in the County of Snohomish, State of Washington, and is more particularly described as follows:

Easement Boundaries

Commencing at the West quarter corner of Section 4, Township 27 North, Range 5 East, W.M.; thence South 88°54'05" East along the east-west center of section line, a distance of 1,199.50 feet; thence South 1°05'55" West, a distance of 20.00 feet to a point on the north line of said servient tenement and the Point of Beginning;



thence South 88°54'05" East along the north line of said servient tenement,
a distance of 15.00 feet;
thence South 1°05'55" West a distance of 33.00 feet;
thence North 88°54'05" West a distance of 26.50 feet;
thence North 1°05'55" East a distance of 8.67 feet;
thence South 88°54'05" East a distance of 11.50 feet;
thence North 1°05'55" East a distance of 24.33 feet to said Point of Beginning;

Contains 594 square feet or 0.01 acres, more or less.

This easement is granted subject to the terms, stipulations, and conditions contained herein:

1. The District agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance or repair of District water system improvements within said right of way; provided, the **Grantor**, its heirs or assigns shall not construct any permanent structure over, upon or within the easement area without the written permission of the Grantee.

2. Grantee understands and agrees that this easement agreement grants rights, including the right of ingress to and egress, only to Grantee, its officials, employees, agents, licensees, contractors and consultants, and not to members of the general public.

3. Grantor may temporarily close ingress and egress to vehicular traffic to the easement area for the City's operational needs; provided, that City shall notify Grantee in advance of any such work, except when an emergency exists. If reasonably practical, Grantor will provide substitute access to the easement area, if requested by the Grantee.

IN WITNESS WHEREOF, these presents are hereby signed this _____ day of _____, 20_____.

GRANTOR

ITS: Superintendent

**SILVER LAKE WATER
& SEWER DISTRICT**

ITS: General Manager



FOR CITY OF SEATTLE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jorge Carrasco signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Seattle City Light, a utility department of the City of Seattle, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

Dated this ___ day of _____, 20__

NOTARY PUBLIC for the State of Washington

Printed Name: _____

Residing at: _____

My Commission Expires: _____

FOR SILVER LAKE WATER & SEWER DISTRICT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute said instrument and acknowledged it as the General Manager of SILVER LAKE WATER & SEWER DISTRICT, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this ___ day of _____, 20__

NOTARY PUBLIC for the State of Washington

Printed Name: _____

Residing at: _____

My Commission Expires: _____



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle City Light	Mary Junttila/4-3825	Karl Stickel/4-8085

Legislation Title:

AN ORDINANCE relating to the City Light Bothell Substation; declaring certain property and property rights surplus to the City of Seattle's needs and authorizing their conveyance to the Silver Lake Water and Sewer District in order for the District to provide water service to the Substation.

Summary and background of the Legislation:

This legislation authorizes City Light to transfer to the Silver Lake Water and Sewer District a portion of the civil infrastructure, specifically a vault, 80 lineal feet of 8" ductile iron pipe, an 8" valve, and assembly items, necessary for the District to provide water service to City Light's Bothell Substation. The legislation also authorizes City Light to grant to the District a non-exclusive easement for access to that infrastructure. Receiving water service from the District will allow City Light to remove the existing water tower, which is vulnerable to damage in the event of an earthquake.

The Substation Plant Improvements project upgrades and retrofits substation buildings, their facilities and systems, and related structures. The project includes environmental improvements, as well as removing and replacing outdated utilities and structures. The project objective is to provide station security, safe working conditions, and related services, such as water, sewer and lighting.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Substation Plant Improvements	7750	System Wide	1 st Quarter 2001	4 th Quarter 2013

- Please check any of the following that apply:

 This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

 This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)



X This legislation has financial implications. (Please complete all relevant sections that follow.)

Appropriations: This table should reflect appropriations that are a direct result of this legislation. In the event that the projects associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below. Finally, if this legislation does not directly change an appropriation, but results in budget authority being moved within a Budget Control Level, or to a Budget Control Level (up to 10%), please explain in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2007 Appropriation	2008 Anticipated Appropriation
TOTAL				

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

This legislation does not make any appropriations. Funds for installation of the facilities to be transferred to the District under this legislation were appropriated in previous years in City Light's Adopted Capital Improvement Program, under Substation Plant Improvements (Project #7750).

Spending Plan and Future Appropriations for Capital Projects: Please list the timing of anticipated appropriation authority requests and expected spending plan. In addition, please identify your cost estimate methodology including inflation assumptions, the projected costs of meeting applicable LEED standards, and the percent for art and design as appropriate.

Spending Plan and Budget	2007	2008	2009	2010	2011	2012	Total
Spending Plan							
Current Year Appropriation							
Future Appropriations							

Notes:

Funding source: Identify funding sources including revenue generated from the project and the expected level of funding from each source.

Funding Source (Fund Name and Number, if applicable)	2008	2009	2010	2011	2012	2013	Total

TOTAL							
--------------	--	--	--	--	--	--	--

Notes:

Bond Financing Required: If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount.

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
N/A					
TOTAL					

Notes:

Uses and Sources for Operation and Maintenance Costs for the Project: Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.

O&M	2008	2009	2010	2011	2012	2013	Total
Uses							
Start Up	N/A						
On-going	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$11,000
Sources (itemize)							
CSED Distribution O&M BCL	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$11,000

Notes: Annual O&M cost estimates are based on actual water usage at City Light's Broad Street Substation.

Periodic Major Maintenance costs for the project: Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.

Major Maintenance Item	Frequency	Cost	Likely Funding Source
N/A			
TOTAL			

Funding sources for replacement of project: Identify possible and/or recommended method of financing the project replacement costs.

N/A



Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: *This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2007 Positions	2007 FTE	2008 Positions**	2008 FTE**
N/A							
TOTAL							

* List each position separately

** 2008 positions and FTE are total 2008 position changes resulting from this legislation, not incremental changes. Therefore, under 2008, please be sure to include any continuing positions from 2007.

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date):

N/A

- **What is the financial cost of not implementing the legislation:** (Estimate the costs to the cost of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):

If the legislation is not implemented, Seattle City Light would have to find and pay for an alternative means of purchasing, transporting, and distributing water for all Bothell Substation water needs (including fire suppression and annual fire suppression system testing).

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** (Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):

None. The requirements of the Silver Lake Water District Application and Agreement to Construct Extension to District System (Attachment 1 to the proposed ordinance) necessitate this legislation.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?)*

Yes. There have not been previous hearings, but in addition to the public notice and comment period, there will be an opportunity for public comment at the council meeting prior to council's vote to approve or reject the legislation.

- **Other Issues** *(including long-term implications of the legislation):*

Please list attachments to the fiscal note below:

N/A



STATE OF WASHINGTON – KING COUNTY

--SS.

228254
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122765-122770

was published on

08/25/08

The amount of the fee charged for the foregoing publication is the sum of \$ 84.30, which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

08/25/08

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on August 11, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122770

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122769

AN ORDINANCE relating to the budget of the Department of Planning and Development; revising a proviso in the Planning Budget Control Level in the 2008 adopted budget, directing how the funds shall be used, and directing that, if unspent, the remainder be carried forward to 2009.

ORDINANCE NO. 122768

AN ORDINANCE relating to City employment, authorizing the execution of a Memorandum of Understanding between the City of Seattle and the Seattle Police Officers' Guild.

ORDINANCE NO. 122767

AN ORDINANCE relating to The City of Seattle's Bridge Loan Program; authorizing the Director of the Office of Housing to execute agreements under which the City will receive supplemental funding from the United Way of King County for such program; accepting the money when received; and increasing the 2008 Budget of the Office of Housing by making a reimbursable appropriation; all by a three-fourths vote of the City Council.

ORDINANCE NO. 122766

AN ORDINANCE relating to the City Light Bothell Substation; declaring certain property and property rights surplus to the City of Seattle's needs and authorizing their conveyance to the Silver Lake Water and Sewer District in order for the District to provide water service to the Substation.

ORDINANCE NO. 122765

AN ORDINANCE relating to the City Light Department; amending Ordinance 121683 to clarify City Light's authority to enter into multiyear transmission arrangements when required to secure long-term transmission service from PacifiCorp for the purpose of transmitting energy purchased from the Stateline Wind Project.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, August 25, 2008.

8/25(228254)