

Ordinance No. 123216

Council Bill No. 116755

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: \_\_\_\_\_

*Bruce Q. Hannell*  
Councilmember

AN ORDINANCE relating to the City Light Department; authorizing execution of a 20-year lease from the United States Forest Service for use of a communications site in the area commonly known as Segelsen Ridge.

**Committee Action:**

Pass B14, JG

1-11-10 Passed 9-0

CF No. \_\_\_\_\_

Date Introduced:	<u>12-7-09</u>	
Date 1st Referred:		To: (committee) <u>Energy + Technology</u>
Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
Date of Final Passage:	<u>1-11-10</u>	Full Council Vote: <u>9-0</u>
Date Presented to Mayor:	<u>1-12-10</u>	Date Approved: <u>1-15-10</u>
Date Returned to City Clerk:	<u>1-19-10</u>	Date Published: _____ T.O. <input checked="" type="checkbox"/> F.T. _____
Date Vetoed by Mayor:		Date Veto Published: _____
Date Passed Over Veto:		Veto Sustained: _____

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_ (initial/date)

*Law Department*

Law Dept. Review

OMP Review

City Clerk Review

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ORDINANCE 123216

AN ORDINANCE relating to the City Light Department; authorizing execution of a 20-year lease from the United States Forest Service for use of a communications site in the area commonly known as Segelsen Ridge.

WHEREAS, the United States Department of Agriculture, Forest Service (“USFS”) issued a special use permit to City Light in 1993 for construction of a communications tower with ground equipment (“communications site”) in a portion of the Mount Baker-Snoqualmie National Forest, Darrington Ranger District, commonly known as Segelsen Ridge; and

WHEREAS, the Segelsen Ridge communications tower is an essential component of City Light’s Telecommunications and Energy Management system, used to communicate vital signals relative to the control and transmission of electricity generated at the Skagit Project; and

WHEREAS, the special use permit expired in 2003, and USFS agreed to grant City Light the right to continue operating and maintaining the communications site while City Light applied for reauthorization of the site under a new 20-year lease with USFS; and

WHEREAS, negotiations between City Light and USFS resulted in finalizing a new 20-year lease, which includes the right to grant use of the site to other companies or agencies, and charge a reasonable rent for such use, subject to the approval of USFS; and

WHEREAS, in 1997, Council passed Ordinance 118737, which authorized City Light to enter into Wireless Communications Site Agreements with commercial communication service providers for the use of property owned, leased, or controlled by City Light; and

WHEREAS, under that authority, City Light has granted use of the communications site to New Cingular Wireless PCS, LLC, managed by AT&T Mobility Corporation (“AT&T Mobility”); and

WHEREAS, the proposed lease from USFS endorses AT&T Mobility’s construction of a new, environmentally sound propane generator system, on which AT&T Mobility must provide City Light a connection, which will enhance the reliability of City Light’s communications system;

NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

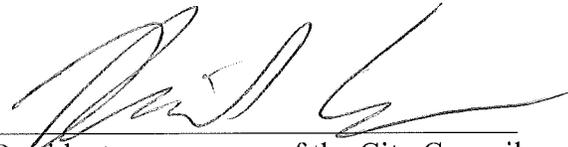


1           Section 1. The Superintendent of City Light or his designee is hereby authorized to execute  
2 for and on behalf of the City of Seattle, a lease with the United States of America, acting through  
3 the Forest Service, Department of Agriculture, substantially in the form of Attachment 1,  
4 attached hereto and identified as "U. S. Department of Agriculture, Forest Service,  
5 Communications Use Lease." Said lease provides for the City of Seattle's development,  
6 operation, maintenance, and termination of a microwave/cellular communications facility on a  
7 portion of the real property commonly known as Segelsen Ridge, and more particularly described  
8 as a portion of the northwest quarter of the northeast quarter of Section 30, Township 33 North,  
9 Range 9 East, W.M., in Skagit County, Washington.  
10

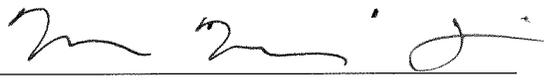
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12           Section 2. This ordinance shall take effect and be in force thirty (30) days from and after  
13 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
14 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.  
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1 Passed by the City Council the <sup>th</sup> 11 day of January, 2010, and signed by  
2 me in open session in authentication of its passage this  
3 11<sup>th</sup> day of January, 2010.

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5   
6 President \_\_\_\_\_ of the City Council

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8 Approved by me this 15 day of January, 2010.

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11 Michael McGinn, Mayor

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13 Filed by me this 19<sup>th</sup> day of January, 2010.

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15   
16 City Clerk

17 (Seal)

18  
19 Attachment 1: U. S. Department of Agriculture, Forest Service, Communications Use Lease  
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Authorization ID: DAR96  
Contact ID: SEA\_CTY\_LIGHT  
Expiration Date: 12/31/2028  
Use Code: 810, 803

FS-2700-4a (05/03)  
OMB 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
COMMUNICATIONS USE LEASE  
AUTHORITY:  
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

SEATTLE CITY LIGHT, REAL ESTATE SERVICES, PO BOX 34023, SEATTLE, WA, 98124-4023.

THIS LEASE, dated this  day of, 2009, by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and the CITY OF SEATTLE, under jurisdiction of its City Light Department, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the Mt. Baker-Snoqualmie National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands on the Darrington Ranger District, in the County of Skagit, State of Washington, 0.10 acre, in portions of NE1/4 Sec. 30, T. 33 N., R. 9 E., WILLAMETTE MERIDIAN, (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a microwave/cellular communications facility on Segelsen Ridge.

The location of the property is shown generally on the Site Management Plan dated April 29, 2009 for the Seattle City Light Segelsen Ridge Communications Site, which is attached and made part hereof as Exhibit A.

The dated and signed exhibits, attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

**I. TENURE, RENEWAL AND TRANSFERABILITY**

A. This lease shall terminate at one minute after midnight on December 31, 2028. Termination at the end of the lease term shall occur by operation of law and shall not require any addition notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.



B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit A, operation shall commence upon execution of this lease. This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when the rental has been waived in whole or part. Renting of space does not constitute an assignment under this clause.

## **II. RENTAL**

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index - Urban (CPI-U), changes in tenant occupancy, or phase-in rental, if applicable.

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

## **III. RESPONSIBILITIES OF THE LESSEE**

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for



development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee shall ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee will furnish technical information concerning the equipment located on the property.

#### **IV. LIABILITIES**

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of



abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

## V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

### B. Revocation, Termination and Suspension.

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of one year.



3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

- a. Administrative offset of payments due the holder from the Forest Service.
- b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
- c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 180 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise, and the right to utilize or dispose of such resources insofar as the rights of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.



4. The right of the United States to require common use of the property, and the right to authorize use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

ACCEPTED this  day of , 2009, I \_\_\_\_\_, the undersigned have read, understand and accept the terms and conditions of this lease.

\_\_\_\_\_  
Authorized Officer's signature and title  
CITY OF SEATTLE  
CITY LIGHT DEPARTMENT

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

\_\_\_\_\_  
Y. ROBERT IWAMOTO  
Forest Service  
Department of Agriculture

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing these authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and use information, sublease information, and other similar miscellaneous information requests. This included the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, including suggestions for reducing this burden.







# SEGELSEN RIDGE SITE MANAGEMENT PLAN

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## I. NARRATIVE

### Site Description

This particular site is located on United States Forest Service (Forest Service) land identified as Segelsen Ridge. Segelsen Ridge is a relatively flat south facing ridge that is part of the Mt. Baker - Snoqualmie National Forest and supervised by the Darrington Ranger District in Snohomish County, State of Washington. The site is located in Sec 30, TWN 33, R 9E, at 48° 19' 27.336" North Latitude and 121° 41' 31.416" West Longitude. The elevation at the top of Segelsen Ridge is roughly 4410 feet above mean sea level. The original lease covered 1.0 acre(s) and was issued for the purpose of managing and operating communications uses on the site in accordance with conditions of the lease authorization and specific provisions. Since the initial construction of the communications facility, its footprint has varied from approximately 625 to 1665 square feet, as tenants were added or vacated the facility. The footprint is currently about 665 square feet, and would increase to approximately 2,400 square feet with additional construction. See Seattle City Light Drawing Class C, No. B-7027 with survey, site plan and elevations in Appendix A.

Access to the site on Segelesen Ridge is via Forest Service Roads 18, 1855 and 1855-013 all accessed via Swede Heaven Road. Located within the Stillaguamish River watershed, the site is approximately 13.5 road miles (6.0 air miles) northwest of Darrington.

### Existing Improvements/Equipment/Frequencies

The Segelsen Ridge Communications site is currently occupied by Seattle City Light, the Lease Holder, and New Cingular Wireless PCS, LLC, a Delaware limited liability company by AT&T Mobility Corporation, its Manager, hereinafter referred to as AT&T Mobility (AT&T Mobility). The current facilities are described as follows:

1. A 110-foot quadrangular steel tower with legs approximately 17 feet apart on concrete footings which supports two 15-foot diameter microwave dish antennas, microwave equipment boxes, and solar power equipment for their operation; a 4-foot diameter microwave dish antenna; two 14-foot omnidirectional antennas; one 7-foot omnidirectional antenna; one 10-inch by 14-inch panel antenna; and a 25-foot x 25-foot ice shield mounted at the 20-foot level on the tower;
2. A 123 square foot equipment shelter (8'-0" x 15'-4"), which houses electronic communications equipment and has batteries and chargers on its roof;
3. A diesel generator and 2000-gallon diesel storage tank (7'-3" x 5'-1" x 12'-0");
4. A 10-foot high chain link fence enclosing all facilities;



5. A 12-foot diameter path measured on the centerline of the microwave beams, as described in technical data sheets, are part of this lease.
6. Seattle City Light transmit frequencies are 6625 MHz and 6985 MHz.
7. AT&T Mobility transmit frequencies are as follows:
  - a. GSM channels 128 (869.2 MHz), 152 (874.0 MHz), 537 (1935.2 MHz), 540 (1935.8 MHz), and
  - b. TDMA channels 297 (833.91 MHz), 333 (834.99 MHz), 697 (845.91 MHz), 714 (846.42 MHz)

### **Proposed Site Improvements/Modifications/Equipment**

All proposed site improvements/modifications will be undertaken in accordance with Section VI. CONDITIONS FOR CONSTRUCTION, MODIFICATIONS OR EXPANSION of this Site Plan.

1. AT&T Mobility: Forest Service has required AT&T Mobility to replace its diesel tank and generator which has experienced two diesel spills requiring environmental clean-ups in the past. AT&T Mobility proposes installation of four 1000 gallon propane tanks and two propane generators that will expand the current compound footprint. Most of the expanded area will be in the area formerly used by Verizon Wireless but vacated when Verizon built its own tower in 2006. The proposed propane system will provide more reliable and environmentally sound power to the existing AT&T Mobility wireless communications equipment and to Seattle City Light's communications equipment. These improvements are designed to be consistent with the National Forest Visual Quality Objectives (see Goals and Objectives of Site Management Plan below) as shown in the set of proposed propane system drawings attached to this narrative in Appendix A to be recorded as "plans of record". The existing diesel tanks and generator will be removed in accordance with environmental standards.
2. Seattle City Light: Seattle City Light's radio communications site at North Mountain was recently terminated, and it needs to replace it at the Segelsen Ridge communications facility. The radio communications are an integral link in Seattle City Light's Federal Energy Regulatory Commission (FERC) requirement of positive control and command at all times of generation and transmission systems. To accomplish this City Light and other electric utilities control their generators and transmission systems remotely through communications systems that must be designed with redundancies to assure power system stability and reliability. City Light's proposed improvements or equipment changes, listed below, would not expand the site area at Segelsen Ridge:



- a. When City Light's equipment is connected to and benefits from the increased reliability of AT&T Mobility's propane system, City Light proposes to remove its solar panels from the top of the tower and replace the panels with two 4- to 12-foot whip antennas for its radio system.
  - b. City Light will no longer require its battery charging equipment in and on AT&T Mobility's building, so will install its microwave and radio equipment in the remaining space on a temporary basis.
  - c. Because the space in AT&T Mobility's building is not adequate for all existing and proposed AT&T Mobility and City Light ground equipment, City Light proposes constructing a shelter for its microwave and radio equipment in the same footprint under its tower vacated by the diesel tank and generator. City Light currently has no plans or design for the equipment shelter. It is noted as a possible future improvement within the 20-year site plan. Any design, inspection and construction would be subject to Section IV. CONDITIONS FOR CONSTRUCTION, MODIFICATIONS OR EXPANSION of the site plan, including the Forest Service architectural and color standards, and Forest Service approval.
3. All construction will be limited to periods specified by Forest Service, particularly as concerns the road conditions to allow reasonable access for the delivery of materials and removal of the diesel tank and generator.

### **Goals and Objectives of Site Management Plan**

1. Segelsen Ridge will be managed as a "Communications Facility". Seattle City Light is the facility owner and manager of its communications tower and compound at Segelsen Ridge. The current tenant is AT&T Mobility. Future tenants may be added at the discretion of Seattle City Light.
2. The existing tower and associated elements, and future facilities, if any, will be managed to be consistent with the National Forest Visual Quality Objectives.
3. The overall appearance of the site is dependant upon stringent maintenance requirements, implementation of the "Cascadian Style" of Architecture for new improvements and the selection of authorized paint colors. It is our intent that the integrity of the natural environment will not deteriorate due to the presence of the Seattle City Light facility.
4. The site will be managed to ensure the safety and protection of resources. As facility manager, Seattle City Light will be responsible to ensure tenant conformance to all requirements.
5. Manage the facility on Segelsen Ridge in accordance with the USFS Mt. Baker-Snoqualmie National Forest Land and Resource management plan (1990), as Amended, and the Decision Memo approving the proposed facilities.



## II. AUTHORITY AND DIRECTION

### Authority

Forest Service authority to authorize communications uses on National Forest System (NFS) land is granted by the Federal Land Policy and Management Act of 1976, 90 Stat. 2776 (43 U.S.C. 1761-1771) and is reflected in 36 CFR 251.53(1)(5) [1992] Edition.

Forest Service authority for communications site management planning is contained in Forest Service Handbook (FSH) 2709.11, Chapter 90. Direction on and policy for, special-use authorizations is contained in Forest Service Manual (FSM) section 2700.

Authority for the issuance of authorizations and/or licenses for the transmission and reception of electronic radiation for communication purposes is granted by Congress and administered by the Federal Communications Commission (FCC) and/or the National Telecommunication and Information Administration - Interagency Radio Advisory Committee (NTIA/IRAC).

### Direction

Overall management direction for the administration of communications sites is outlined in the U.S. Code of Federal Regulations (CFR's) and the FSM and FSH. Specific direction for site management planning on designated communications site is contained in FSH 2709.11, Chapter 90. Primary regulations and policy pertaining to issuance of special-use authorizations by the Forest Service are found in 36 CFR 251.50 and FSM 2700.

The Forest Service is acting as the lead Agency for the National Environmental Policy Act (NEPA) process for releasing the site to Seattle City Light. It is preparing a Categorical Exemption document based on Seattle City Light's continued use of an existing communications site. The Segelsen Ridge communications facility location is currently designated as an "Electronic Site" by the Mt. Baker-Snoqualmie National Forest Land and Resource Management Plan, as amended.

## III. GENERAL RESPONSIBILITIES

### The Forest Service retains the right to:

1. Issue and amend the lease for Seattle City Light and only for the areas actually occupied by the authorized improvements (less than 0.10 acre). Granting occupancy and use of National Forest System lands rest exclusively with the Forest Service (36 CFR 251.52 and .53).



2. Review and approve any new facilities at the site.
3. Approving amendments to leases to qualified buyers or tenants of facilities on the site.
4. Administer the lease to ensure compliance with the lease's terms, conditions and stipulations.

**Facility Owners and/or Facility Managers are responsible for:**

1. Complying with all sections of this Site Management Plan.
2. Ensuring that all new facilities, expansions or improvements are consistent with the Mt. Baker - Snoqualmie National Forest Plan; the Environmental Assessment documents/decisions for the site; the terms and conditions of the Communication Use Lease (Lease) and this Site Management Plan.
3. Ensuring facilities/equipment not complying with the above listed requirements will be removed or modified within one month of written tenant notification. Any modification to the Lease or Site Management Plan will require pre-approval by the Forest Service.
4. All facilities will be located within the established limits of the Seattle City Light compound. Each applicant for a new facility will provide the Forest Service, with the name, address and phone number for a contact person. The contact person will be available for emergencies and will have the authority to make decisions about construction issues, facility maintenance and all equipment within the facility.
5. Under the Lease or Special-Use Permit:
  - a. Seattle City Light is authorized to rent building/tower space to prospective tenants without prior written approval from the Forest Service.
  - b. Tenants using this facility covered by the Lease will not require separate Forest Service permits to authorize the use.
  - c. Seattle City Light is responsible for complying with the terms and conditions of the Lease. Seattle City Light is also responsible for ensuring that its tenants are in compliance with the terms and conditions of the Lease or Special Use permit and applicable FCC or NTIA/IRAC license terms and conditions.
  - d. Seattle City Light may not place any unreasonable restrictions on existing or potential tenants.
6. Seattle City Light and its tenants will ensure that all communications equipment is properly installed, operated and maintained.



7. Seattle City Light and its tenants will ensure that all communication equipment meets ANSI, FCC and Forest Service regulations, guidelines and standards concerning radiation limitations.
  - a. Monitoring radiation levels at their facility and;
  - b. Immediately correct any radiation levels that are or could be a hazard to human health.
  
8. If and when a new tenant is added to the facility, Seattle City Light will provide the US Forest Service with an updated tenant list inventory along with the current phone numbers and addresses of all tenants. Seattle City Light must provide this information on an annual basis regardless of whether or not any tenants have been added. This report is due by October 30<sup>th</sup>. Appendix D provides an example of the Tenant List Inventory.

**FCC and NTIA/IRAC are responsible for:**

The responsibilities of the FCC and NTIA/IRAC are frequency management (FSH 2709.11,48 7.B.). Correcting interference problems is the responsibility of the affected licensees. The FCC and NTIA/IRAC are not normally responsible for the resolution of conflicts when the licensees or agencies are operating within the limits of the authorizations.

**IV. AUTHORIZED USES AND USERS WITHIN A FACILITY**

**Uses by Multiple Users:**

A prospective tenant may provide Seattle City Light with structural and technical analyses that determine capacity of the tower and facilities to accommodate its equipment as well as any future Seattle City Light equipment. If the analyses determine that there is capacity for the prospective tenant's equipment and they are acceptable to Seattle City Light, the prospective tenant may then submit a detailed application for further review and possible acceptance by Seattle City Light. The site applicant will take the lead in this area and design its proposal to accommodate multiple uses of facilities and improvements. This includes multiple uses by designated tenants of the tower, building, grounding system, access roads and parking area. Seattle City Light may reject additional tenant applications based on structural, technical or non-economical reasons.

Due to the limited space within the compound, new equipment must be designed to maximize allotted square footage within the existing facility before additional facilities are authorized.

The consolidation of uses is strongly encouraged wherever feasible.



## **V. FEES**

The Forest Service will charge Seattle City Light annual fees based on the Fee Schedule for Communications Uses on National Forest System lands as adjusted annually. These fees will be fair market value for the use of National Forest System lands.

Fees that Seattle City Light may charge its tenants must be:

1. Reasonable and commensurate with the uses and occupancy of the facility and services provided to the tenants and
2. Consistent with and not in excess of other fees for similar facilities.

## **VI. CONDITIONS FOR CONSTRUCTION, MODIFICATIONS OR EXPANSION**

In addition to the responsibilities listed in Section III, Seattle City Light is responsible for:

1. Submitting a complete application to the Darrington District Ranger prior to any new construction, or modifications to existing improvements. The application must include:
  - a. A copy of the approved Site Plan Base Map showing all of the proposed facilities including structures, towers and auxiliary equipment.
  - b. Completed drawings/plans prepared by a registered engineer and approved by the Forest Service.
  - c. Identification of any microwave beam paths, a plot of their azimuth(s) and their proposed elevation(s) on the tower.
  - d. All proposals must include documentation that shows that proposed facilities will not be obstructing or interfering with any existing fixed point-to-point antennas, omnidirectional broadcast antennas, or microwave paths in the direction of primary population targets. The proposed beam path must be shown on Site Plan Base Map.
  - e. Any needed recommendations, changes or modifications to its original proposal, based on any required resource surveys and/or reports.
2. The applicant must demonstrate that its proposals will not cause undue interference with any existing uses before the Forest Service can approve new facilities. In addition, it is the applicant's responsibility to show that any new equipment and/or facilities will make the most efficient use of the limited amount of space at the site.



3. Showing that its proposals will provide for future users without excessive construction are encouraged.
4. For providing engineering and geo-technical investigations for development of specific foundation designs and grading plans.
5. For providing an Erosion Control Plan prior to construction activities. At a minimum, the Erosion Control Plan must include: sediment control, stipulations that cut/fill slopes will be graded and contoured to prevent erosion and/or excessive runoff and recommendations for temporary erosion control measures, (e.g., netting, silt fences, swales, and/or sediment collection areas).
6. Coordinating with other Federal (e.g., FCC and FAA), agencies and obtainment of all required approvals and/or permits.
7. Providing 30-day notice to all tenants at the site, as well as the Forest Service, of all new frequencies proposed for the site. A completed FS-2700-10 must be sent with the 30-day notice to allow for comment of potential interference.
8. Insuring that all written approvals have been obtained from the Forest Service prior to construction. Including environmental analysis (if applicable) per the requirements of the National Environmental Policy Act (NEPA).

### **Construction Methods and Resource Protection**

Plans submitted by an applicant for any new construction or modifications will specify provisions for soil rehabilitation measures including, but not limited to, soil replacement and stabilization and for proper handling of runoff from buildings, parking area, access roads and undeveloped common areas.

During construction, the following methods and resource protection measures will be required to minimize impacts:

Identify, avoid and protect sensitive resource areas, as identified by the Forest Service in its environmental analysis document.

1. Identify, avoid and protect sensitive resource areas, as identified by the Forest Service in its environmental analysis document.
2. Comply with any Forest Service "Construction Stipulations" included in the Segelsen Ridge Communications site lease, and Decision Memo.
3. During construction and/or maintenance all native and natural rocks not within the scope of the construction work will be left untouched. No marks of any kind (including survey) marks will be permitted on rocks.



4. Minimize ground disturbance and vegetation removal as much as possible during construction activities. All ground-disturbing activities require Forest Service pre-approval.
5. Any extensive cut and fill slopes will be re-vegetated with the Forest Service-approved certified weed-free seed mix, and covered with weed-free straw or mulch as soon as possible after construction.
6. No grading material will be side-cast during construction/reconstruction activities. Excess soil can be used for fill material on road and/or building pads.
7. Temporary, on-site storage of construction materials will require pre-approval by the Forest Service.
8. Construction materials and supplies, except for hazardous materials (see number 12. below) may be left unattended at the construction site at the end of each workday but only at the owner's risk.
9. Hazardous materials, including, but not limited to all fuels, oils, and lubricants are not to be left unattended at the site at any time. During construction, these materials are to be removed from the site at the end of each workday, or temporarily stored inside a locked and signed building until the following workday.
10. All surplus construction materials and/or waste debris must be removed from the site no later than thirty days after construction has been completed.
11. Any earth moving or heavy equipment (e.g., dozers, graders, cranes, backhoes, etc.), leaving the designated roadway and/or approved parking area(s) to perform construction at the site, will be washed off prior to being brought onto National Forest System land to prevent the introduction and spread of noxious weeds into the area.

### **Construction Inspection**

1. All new construction, reconstruction, or major modification will conform to the established technical standards and accepted engineering practices (i.e., the International Building Code and TIA-222).
2. The party responsible for the new construction, reconstruction, or major modification is also responsible for obtaining any construction inspections required by other applicable agencies and providing completed inspection reports to Seattle City Light and to the District Ranger, either as they occur or as part of the final as built plan. Inspection information will become a permanent part of the proponent's special-use file.
3. Seattle City Light and its tenant(s) agree that corrective work detailed in Forest Service, or other agency required compliance inspections, will be completed by the scheduled completion date. If Seattle City Light or its tenant(s) disagrees or has questions about



specific items, they must contact the Forest Service in order that the disagreement or item may be resolved.

4. A final set of as-built plans will be submitted to the Forest Service within 90 days of acceptance of structure (if contracted) or of completion date.

#### **New or Remodeled/Expanded Buildings**

1. Any new buildings must be designed to meet the rustic "Cascadian" architectural standards of the Mt. Baker - Snoqualmie National Forest.
2. Buildings are required to be single-story with a gabled, metal roof (fire resistant). No antenna support structures, with the exception of GPS antennas will be allowed on the equipment buildings or their roofs.
3. The following materials are approved for construction of new facilities (i.e., buildings)
  - a. Floors - Wood sub-floor or concrete slab with drainage.
  - b. Walls - Concrete block (architectural grade split-face) for tank enclosures, metal or pre-fabricated concrete for equipment buildings, with all-weather lapboard exterior siding (such as fibercement or equivalent).
  - c. Roofs - Shall be gable-styled (peaked), and consist of metal, or other all-weather fireproof material, and able to shed snow. Roofing shall be a color-through material or painted to eliminate shiny surfaces. Wood roofs will not be approved.
  - d. Partitions - If it is felt partitions are necessary in buildings, ensure they are constructed with fire resistant material (e.g., concrete block, reinforced concrete, or properly grounded expanded metal.
  - e. Colors - Proposed colors for use on all exterior building surfaces must be pre-approved by the Forest Service. The goal of the color selection for the facilities is to make the building as inconspicuous as possible and make buildings located on the skyline look inconspicuous when viewed from a distance. The intent is to reduce or eliminate glare from reflective and/or illuminated surfaces such as windowpanes, sheeting and reflective paints. Dark, non-reflective, earth-toned Forest Service approved colors will be used on all equipment buildings and walled enclosures: Benjamin Moore "Van Buren brown HC70" (or equivalent) for shelter and enclosure walls and doors, flat black for sheet metal snorkels and ice-bridge framing, and "charcoal slate" gray (or equivalent) for roofing. Fencing privacy slats shall be a dark brown all-weather material.
4. Building entry lights must:
  - a. Only light the immediate area in the vicinity of the door.



- b. Be motion activated and have a limited duration (5 minute maximum).
- c. Have a shielded beam

Requests for all-night (i.e., “dusk-to-dawn”) lighting or entry lighting that would be visible from outside of the site will not be approved.

### **Modified Tower**

1. Any modification to this tower will be pre-approved by the Forest Service prior to implementation.
2. Any proposed tower modification will comply with current structural and safety specifications and design standards, including safety-climbing devices. The tower modification should be designed using maximum wind, snow, and/or tower loading anticipated for the site.
3. Any modification (increase) to the height of the tower, including appurtenances, must be approved by the Forest Service.
4. Any modifications to the tower or the antenna attachments will be painted per Forest Service requirements.

## **VII. GENERAL OPERATION AND MAINTENANCE DIRECTION**

### **Wiring and Grounding**

1. All equipment is to be installed in metal cabinets or equipment racks that are grounded and shielded. Grounding is to be installed in accordance with accepted standards.
2. All electrical wiring and grounding must meet the “National Electrical Code” and applicable estate codes. All permanent wiring will be installed in metallic conduit. Surge protection will be installed on all power distribution panels.
3. Every effort will be made to protect the equipment from lightning damage. Lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas gap and MOV protectors should be used on all control/audio and power lines.
4. Each building is to have its own separate grounding system for all users in that structure. Wherever practical, interconnection of individual grids and/or the simultaneous placement of a large sized copper ground wire with any new grounding systems that are buried on the site will be encouraged.



5. Grounding will be installed in accordance with accepted practices and standards. Grounding using bentonitic clays is currently the only approved method for chemical grounding. Other types of chemical grounding will require completion of NEPA documentation, by the applicant, prior to consideration for approval by the District Ranger.

## **Communications Equipment**

### Equipment Ownership

All equipment will be labeled with:

1. The owner's name;
2. Transmitter frequency (ies);
3. A valid FCC, or IRAF, authorization;
4. Transmitting power output(s); and
5. A current 24-hour phone contact number.

### Transmitting Equipment

All transmitters will have protective devices, designed into or externally installed, to prevent interference to other users. All transmitters will meet FCC licensing requirements.

The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system will be prevented by the use of appropriate filters (wide band and narrow band broadcast transmitters).

The direct radiation of out-of-band emissions (i.e., noise or spurious harmonics) will be reduced to a level such that they may not be identified as a source of interference as defined in the FCC Rules and Regulations (e.g., Part 90.209(e)). If site noise (electromagnetic noise) becomes an issue, noise threshold limits will be established, and amended into the Site Plan.

All transmitters not in immediate use and not specifically designated as standby equipment will be removed. Loads connected to circulators are to be capable of dissipating the total power output of the transmitter.

### Receiving Equipment

A bandpass device (cavity, crystal filter, etc.) is recommended at the input of all receiving devices. Cavity filters or other protective devices may be used at receiver inputs to reduce interference.



Where duplexing is used, use of the notch type device should be avoided. In situations where a notch type device is used, a bandpass filter must be used with the transmitter.

#### Tower

1. One tower (existing) is authorized for this facility.
2. The tower is not and will not be lighted as it will be shorter than the 200-foot maximum height for an unlighted tower, and it will be outside of a designated flight path and is more than 5-miles from the local Darrington Airport.

#### Antennas

1. The maximum antenna/tower height will be less than 125 feet.
2. Seattle City Light's two existing fifteen (15) foot diameter microwave (dish) antennas are allowed. All other dishes (other than ground mounted satellite dishes) will be limited to a maximum of ten (10) feet in diameter. Smaller diameter dishes are preferred if technically feasible.
3. All antennas must meet all OSHA safety standards. If an antenna exceeds FCC, public or occupational standards, it will be remedied within 24 hours after measurements are taken or isolated. Ground measurements of "radio frequency" levels will be taken before mitigation measures are implemented.
4. All replacement and future antennas will be painted a non-reflective, flat medium gray color or the same color as the tower for low to non-reflectance, as approved by the Forest Service.
5. Replacement and future microwave antennas will be fitted with anti-perching equipment per industry standards.

#### Interference

The responsibility for correcting interference problems is a matter for resolution among Seattle City Light, the user causing the interference and the affected party(ies). Senior tenants have an obligation to maintain their equipment to industry standards, to operate their systems in accordance with the terms of both the FCC license and NTIA/IRAC frequency authorization and to comply with the Forest Service authorization. New users on a site must correct, at their expense, interference problems that they create. They must cease operation of the suspect equipment until the problem is corrected. If interference problems cannot be resolved or corrected within a reasonable time, the new use that is causing the interference may be terminated and the equipment removed.

The Forest Service does not have any authority for correcting interference problems, but can act as a mediator to help all affected parties. Interference problems should be coordinated with the FCC or NTIA/IRAC whichever is appropriate.



Interference with law enforcement and/or emergency communications must be corrected immediately. The operation of equipment covered by this Site Plan will not interfere with United States Government radio or electronic operations already in existence on National Forest System land within two (2) miles of the site to which this authorization refers. The user causing this interference, will, at its own expense, take all action necessary to prevent or eliminate such interference. If it does not eliminate such interference within ten (10) days after receipt of notice from the Forest Service to do so, this use will be terminated.

If electromagnetic noise becomes an issue, noise thresholds will be established and amended to this Plan.

### **Cables and Transmission Line (Wave Guides)**

All new cabling will be jacketed, shielded and will either be flexible or semi-rigid type. Cables will be properly installed and fastened down.

All proposed cable installation would be subject to review by structural analysis in order to determine proper location on the tower.

All transmission lines (wave guides) are to be installed and supported in accordance with manufacturer's specifications.

No transmission lines will be left un-terminated.

All transmission cable and associated connections will be per manufacturers' specified recommendations for specific antenna types.

### **Radiation**

All communications uses must meet ANSI, FCC and Forest Service regulations, guidelines and standards concerning radiation limitations.

Monitoring radiation levels at the site is the responsibility of all tenants. Testing will occur at intervals to comply with FCC regulations and guidelines. A copy of the monitoring report will be provided to the Forest Service within 30 days of its completion.

On-site "radio frequency" measurements will be taken using appropriate equipment that can adequately measure both on-tower and on the ground levels before mitigation measures are implemented.

The compound fence will be required to have RF signs conspicuously posted on the entry gate. All fencing materials including location and design will be pre-approved by the US Forest Service.

Warning signs will comply with ANSI C95.2 color, symbol and content conventions. Contact information including name and telephone number will also be included on warning signs.



Lowering power levels for on-tower access during maintenance will be coordinated between affected users.

Any identified RFR radiation problems that are or could be a human health hazard must be corrected within 24 hours after a measurement test has been completed or be removed from the site by the identified tenant.

### **Utilities-Electrical:**

See Section I. NARRATIVE, Proposed Site Improvements/Modifications/Equipment for description and details of AT&T Mobility's proposed propane power system to replace the existing diesel power system and City Light's solar panel/battery system.

Seattle City Light currently provides its power needs through solar panels attached to the top of the tower with back-up power provided by AT&T Mobility's diesel generator.

AT&T Mobility currently maintains and operates an on-site diesel generator to provide its power needs; however, it has designed and applied for authorization to replace the diesel generator and fuel tank with a propane power system.

### **Fuel Tanks**

AT&T Mobility is currently responsible for providing fuel storage (Diesel) for power for itself and as back-up power for Seattle City Light; however, it has designed and applied for authorization to replace the diesel generator and fuel tank with a propane power system. The propane tanks, generators, enclosures, operations, maintenance, monitoring and alarm system are described in the attached drawings, and made part of this Site Management Plan.

Future tenants must receive authorization from the Forest Service for their own fuel tank and/or generator. The consolidation of fuel storage is the preferred solution to accommodate all tenants. At a minimum, tanks will be grouped together in a consolidated area. All fuel storage tanks (e.g. LPG, propane must meet current fire department, Federal, State and County safety and hazardous materials requirements.

1. All tanks will be:
  - a. Signed in red letters, "SMOKING OR OPEN FLAME PROHIBITED WITHIN 20 FEET"; and
  - b. In conformance with National Fire Protection Association (NFPA) requirements.
2. Future tanks by other tenants will also be:
  - a. Screened by an approved enclosure painted a USFS approved color
  - b. Meet manufacturer's standards for all-weather durability.



- c. A leak detection system is incorporated to alarm in the event of tank or piping failure. The alarm will be sent to the tenant's headquarters notifying it of a breach and the need to immediately send maintenance out to investigate/repair/replace.
- d. Constructed with fuel lines that meet the manufacturer's specifications for all weather conditions.

### **Sanitary Facilities**

There is no plan to add permanent sanitary facilities to the proposed compound.

### **Security and Law Enforcement**

The Skagit County Sheriff's Department is the key law enforcement agency for the area. They are responsible for most civil and criminal matters. The Forest Service will be responsible for enforcing matters related to uses of NFS lands (e.g., resource protection issues).

Patrol and policing within the fenced compound for security purposes is Seattle City Light's responsibility.

Gates must be adequate for Forest Service and County Fire Department access needs.

There is a ten (10) foot high chain link fence enclosing all facilities. Any change to the existing fence or any new fence location and design require Forest Service pre-approval.

### **Site Maintenance**

The objective of maintenance activities is to present a clean and orderly appearance to the site and have all of the authorized improvements safe for workers and the public. It is the responsibility of all tenants to maintain the overall appearance of the site.

Miscellaneous debris remaining after any construction and/or equipment installation, removal or modification, is a hazard. All debris and in particular, loose wire or metal objects must be removed from the site.

The users of the Site will remove all graffiti within 10 working days of finding it. If graffiti is on natural features (e.g., rocks), the graffiti will be removed in a method approved by the Forest Service.

The users of the Site will not be permitted to leave or dispose of trash, garbage or cut brush on NFS lands and will remove litter from the site as it is produced. No outside trash or litter containers will be provided.

Policing of litter in common areas (i.e., areas between buildings and developed sites) is the shared responsibility of tenants bordering these areas.



During construction and/or maintenance, paintbrushes will not be cleaned off on the rocks around the site and excess materials (e.g., cement) will be removed from NFS land.

Peeling paint on buildings and/or towers will be re-painted within sixty (60) days of discovery.

### **Vegetation Management**

1. Seattle City Light does not anticipate that tree-trimming or the removal of any trees will be necessary to maintain communication signals for several more years. In the event that a tree interferes with a communication signal or that a hazardous tree is identified and must be removed, Seattle City Light will notify the Forest Service administrator prior to any trimming or the falling of hazard tree, except in an emergency (see 5. Below). The Forest Service administrator will evaluate-hazard tree(s), which Seattle City Light identified prior to its falling. Felled hazard trees will be left on site and bucked to a specified length as determined by the Forest Service. Limbs will be lopped and scattered or chipped on site.
2. Seed mix used to re-vegetate bare and disturbed soil to be per Forest Service specifications. Disturbed areas will be seeded with the following approved seed mix: soft white winter wheat @ 50 lbs/acre, slender wheatgrass @ 20 lbs/acre, annual ryegrass @ 20 lbs/acre, Austrian winter peas @ 5 lbs/acre, with a goal of 170 seeds per sq. ft. Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed. Sources for the seed mix:  

Dayville Hay & Grain, Snohomish, 360-568-5077  
The Cenex Co-Op Supply, Arlington, 360-435-3213  
Rainier Seeds, 1-800-828-8873
3. Brushing in and around the compound will be accomplished by mechanical means only; no herbicides or other chemical treatments will be authorized.
4. Slash disposal: scatter all slash downslope outside of the permit area, road prism, and drainage ways.
5. No prior notification is required for emergency work; such as the removal of roof sprung trees, fallen limbs and the trimming of branches from standing trees that are directly interfering with the facilities on site. Seattle City Light will notify the Forest Service during or after the emergency work is completed.
6. Please See Vegetation Management Plan Appendix H.

### **Inspections**

Unless waived in writing by the Forest Service, the holder is to provide, annually, a certified inspection of the facilities and equipment covered by the authorization. The inspection will include technical review that should assure that authorized equipment is operating within the specifics of this Site Plan, the FCC authorization, ANSI Standards, and the manufacturer's



specifications. In addition, the inspection should assure that the authorized equipment is secure, free of rust, properly grounded, and otherwise properly operated and maintained. This inspection should also review general good “housekeeping”. A copy of the inspection report, certified by a telecommunication specialist, is to be provided to the Forest Service within 30 days of completion. Appendix D provides an example of the inspection checklist.

The Forest Service may also conduct periodic reviews to monitor for authorization compliance.

### **Fire Prevention and Hazard Reduction**

Facility owners and managers will be required to maintain a minimum of (30) feet clearance around their buildings and a minimum of then (10) feet clearance around any propane tanks. Identified threatened, endangered or sensitive plant species must remain within the minimum clearance areas.

Smoking is prohibited while walking in flammable vegetation.

The roof structure will be kept reasonably clear of leaves, twigs and other debris at all times.

No explosive will be stored at this site. Flammable materials will be stored in conformance with the requirements of local fire regulations. Flammables will be placed in closed containers and stored away from sources of ignition and combustible materials. If flammables are stored within a building, the building will be locked, properly signed and well ventilated.

Maintain approved spark arrestors on all internal combustion engines.

At least one (1) U.L. rated 4 B:C dye chemical fire extinguisher is required inside each building. Prior to June each year, or as soon as the site is accessible by road in the spring, the fire extinguisher(s) will be inspected and refilled, if necessary.

Any fire will be immediately reported to “911” and the nearest Forest Service Station:

Darrington Ranger District	(360) 436-1155
Verlot Public Services Center	(360) 691-7791

All fire protection standards must be accomplished by the beginning of fire season unless otherwise agreed to and then maintained throughout the fire season.

Prior to the start of any construction, the permittee, Seattle City Light or its designee will complete and implement a “Fire Prevention and Suppression Plan,” submitting it to the Forest Service for review and approval prior to the construction. Requirements of Industrial Fire Precaution Levels will apply during the “Closed Season,” from April 1 through October 31 of each year.

For detailed information, refer to Appendix G - Fire Plan



## Access

### Gate

The existing gate located at the junction of FS Road #1855 and #1855013 will be maintained and kept locked, of which Seattle City Light shall be the responsible for a share. A sign will be maintained on this gate stating "Road Closed - Pedestrian Use Only" to reduce the risk of vandalism.

### Roads

The access road maintenance is limited to the normal maintenance given to forest development roads, Seattle City Light will be responsible for a proportionate share of road and gate maintenance along Forest Service Road 1855013 according to the Standards in Appendix C. (Note: the other facility manager on Segelsen Ridge, Verizon Wireless, is also responsible for a proportionate share of road and gate maintenance, as stated in their site management plan).

Seattle City Light and/or its tenants who damage or disturb the existing FS road network or any associated structures, such as ditches, culverts, roadside vegetation, signs, underground utilities or facilities; will be required to repair the damage to conditions equal to or superior to those prior to the disturbance.

### Road Closures

Forest Service roads are subject to periodic closures to entry during periods of extreme fire danger, inclement weather, or wet roads. Authorized site users may use the site during these general forest closures, if advance approval is obtained from the Forest Service.

### Helicopter Access

Although there is currently a road leading directly to the site, the site may be reached by helicopter during the winter months. For Seattle City Light emergency maintenance, a helicopter will be authorized once per season (10/1 through 2/28 only). The FS roads leading to the site will not normally be plowed, unless an emergency arises, and would only be authorized under a snow-plowing permit signed by the District Ranger.



**APPENDIX A**

**SITE PLAN**

**See attached Seattle City Light Drawing Class C, No. B-7027,  
and AT&T Mobility Plan Set of Proposed Propane System (rev. 2/27/09, 9 p.)**

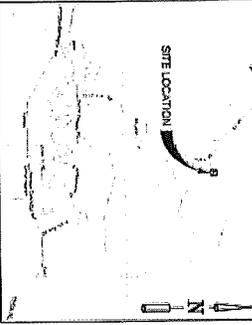




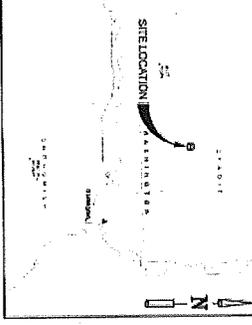


DARRINGTON  
 NF - 1855 ROAD  
 DARRINGTON, WA 98241  
 SNOHOMISH COUNTY  
 RN05

VICINITY MAP



GENERAL LOCATION MAP



DRIVING DIRECTIONS

FROM REDDING OFFICE:  
 FROM HIGHWAY 16 TO ARLINGTON AND TAKE LEFT TURN RIGHT AND FOLLOW HWY 92 SOUTH TOWARD ARLINGTON FROM I-5 TAKE A LEFT TURN RIGHT ON 16TH STREET AND FOLLOW FROM 13 MI. TAKE A RIGHT TURN AND FOLLOW ON THE ROAD WITH A DATE ADDRESS T AND GO THROUGH THE ONE CORNER AND THE OFFICE TOWERS ON THE RIGHT IS THE SITE

APPROVAL/SIGN OFF OF CONSTRUCTION DRAWINGS

CONSTRUCTIVE GROUP SIGN OFF	DATE	SIGNATURE	DATE	SIGNATURE
CONSTRUCTION COORDINATOR		SP BRUNNER		
LANDSCAPE ARCHITECT/ENGINEER		DEKALING		
PROJECT MANAGER		COURTNEY		
SITE ADMINISTRATOR		CONSTRUCTION MANAGER		
OWNER		PROJECT MANAGER		

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH RELEVANT NOTE AS DRAWINGS ARE BEING REVIEWED

PROJECT INFORMATION

APPLICANT:  
 WIRELESS COMMUNICATIONS  
 1855 N. 16TH AVE., PMO 3  
 REDDING, WA 98441

PROJECT ENGINEER:  
 CAPSTONE ENGINEERING INC.  
 4000 WOODLAND LANE, SUITE 200  
 WASHINGTON, WA 98090  
 PH: (206) 461-1122  
 FAX: (206) 461-1123

PROJECT CONSULTANTS:  
 CAPSTONE WIRELESS  
 1855 N. 16TH AVE., PMO 3  
 REDDING, WA 98441  
 PH: (206) 461-1122  
 FAX: (206) 461-1123

GENERAL INFORMATION

GENERAL INFORMATION:  
 PROJECT NAME: WIRELESS COMMUNICATIONS  
 PROJECT TYPE: TELECOMMUNICATIONS  
 OCCUPANCY: UNOCCUPIED  
 JURISDICTION: SNOHOMISH COUNTY  
 PROJECTED BUILDING CODE: TELECOMMUNICATIONS  
 SITE LOCATION: 1855 N. 16TH AVE., PMO 3  
 COORDINATES: 47° 42' 27.7" N  
 122° 44' 31.7" W  
 PROJECT NUMBER: 02-27-08  
 DRAWING NUMBER: NEW WIRELESS AREA, 350 S.F.  
 SHEET NUMBER: 3  
 DATE: 02-27-08

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DRAWINGS IS PROPRIETARY TO WIRELESS COMMUNICATIONS. IT IS THE PROPERTY OF WIRELESS COMMUNICATIONS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WIRELESS COMMUNICATIONS.

DRAWING INDEX

DATE	DESCRIPTION
01	TITLE SHEET
02	GENERAL NOTES
03	NORTH ELEVATION
04	WEST ELEVATION
05	CONSTRUCTION DETAILS
06	STRUCTURAL NOTES & DETAILS
07	STRUCTURAL DETAILS

LEGAL DESCRIPTION

T10



PROJECT MANAGER:  
 RND5  
 DARRINGTON  
 SNOHOMISH COUNTY

DESIGNED BY:  
 JPB

CONSTRUCTION  
 02-27-08

DATE: 02-27-08

PROJECT NUMBER: T-1

SHEET NUMBER: 3

TITLE SHEET

DATE: 02-27-08

PROJECT NUMBER: T-1

SHEET NUMBER: 3



**GENERAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
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**GENERAL NOTES (CONT'D):**

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**DESIGN CRITERIA:**

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2. DESIGN CRITERIA 2: [Details]
3. DESIGN CRITERIA 3: [Details]
4. DESIGN CRITERIA 4: [Details]
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8. DESIGN CRITERIA 8: [Details]
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10. DESIGN CRITERIA 10: [Details]

**CONCRETE NOTES:**

1. ALL CONCRETE SHALL BE PLACED AND FINISHED TO THE SPECIFIED FINISH.
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**APPROVED ROOF TOP SAFETY PROCEDURES:**

1. ALL ROOF TOP SAFETY PROCEDURES SHALL BE PLACED AND FINISHED TO THE SPECIFIED FINISH.
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**SYMBOLS AND ABBREVIATIONS:**

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CAPSTONE  
CONSTRUCTION

PLANS  
DARLINGTON  
IN-BESTRAD  
DARLINGTON, VAN DUSEN  
SHERIDAN COUNTY

CONSTRUCTION

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CITY OF DARLINGTON

GENERAL NOTES

1. [Note 1]

2. [Note 2]

3. [Note 3]

DATE: 02-27-08

PROJECT: [Project Name]

SCALE: [Scale]

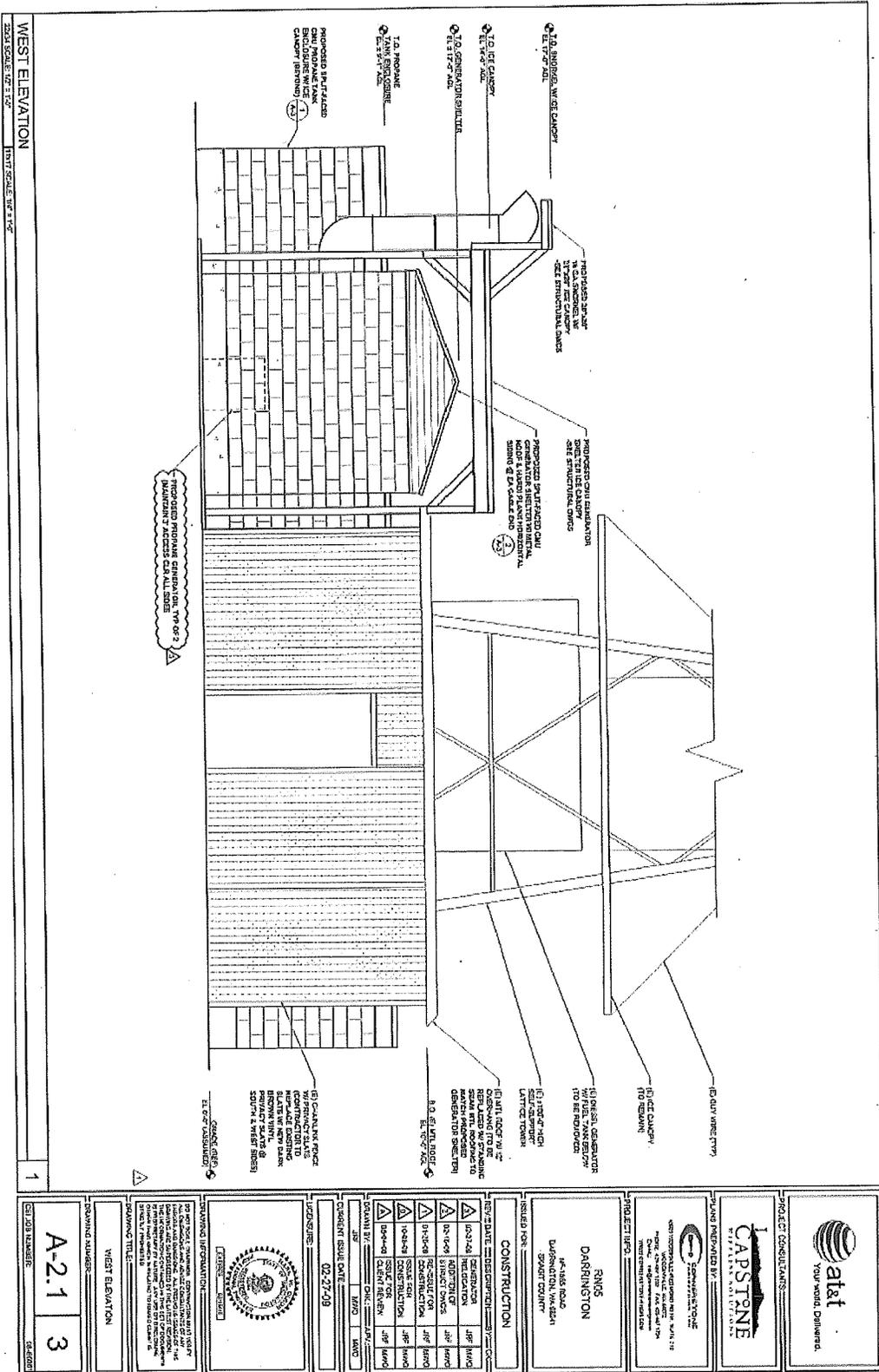
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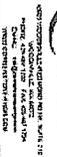
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WEST ELEVATION  
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<p>PROJECT CONSULTANTS</p>  <p>CAPSTONE CONSULTANTS</p>																			
<p>PLANS PREPARED BY</p>  <p>SensationalStone DESIGN/CONSTRUCTION WITH 30 YEARS OF EXPERIENCE IN COMMERCIAL, RESIDENTIAL, HOTEL, LEASING, AND CIVIL WORK IN THE TRIANGLE AREA</p>																			
<p>PROJECT INFO:</p> <p>RINGS DARRINGTON 14144 ROAD DARRINGTON, NC SWAIN COUNTY</p>																			
<p>FIELD FOR CONSTRUCTION</p> <table border="1"> <tr> <td>DESIGN</td> <td>10/2/24</td> <td>REVISION</td> <td>10/2/24</td> </tr> <tr> <td>PERMIT</td> <td>10/2/24</td> <td>REVISION</td> <td>10/2/24</td> </tr> <tr> <td>CONSTRUCTION</td> <td>10/2/24</td> <td>REVISION</td> <td>10/2/24</td> </tr> <tr> <td>FINAL</td> <td>10/2/24</td> <td>REVISION</td> <td>10/2/24</td> </tr> </table>		DESIGN	10/2/24	REVISION	10/2/24	PERMIT	10/2/24	REVISION	10/2/24	CONSTRUCTION	10/2/24	REVISION	10/2/24	FINAL	10/2/24	REVISION	10/2/24		
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<p>ISSUED BY: JBR, CHC, JAV, BMD, BMD</p> <p>PROJECT ISSUE DATE: 02-27-08</p>																			
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<p>APPROVED INFORMATION:</p> <p>FOR THE LOCAL GOVERNMENT, THE DESIGNER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE LOCAL ORDINANCES AND REGULATIONS. THE DESIGNER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE LOCAL ORDINANCES AND REGULATIONS. THE DESIGNER HAS REVIEWED THE PLANS AND SPECIFICATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE LOCAL ORDINANCES AND REGULATIONS.</p>																			
<p>ADDITIONAL TITLE:</p> <p>WEST ELEVATION</p>																			
<p>ISSUE NUMBER: A-2.1</p> <p>REVISION NUMBER: 3</p>																			

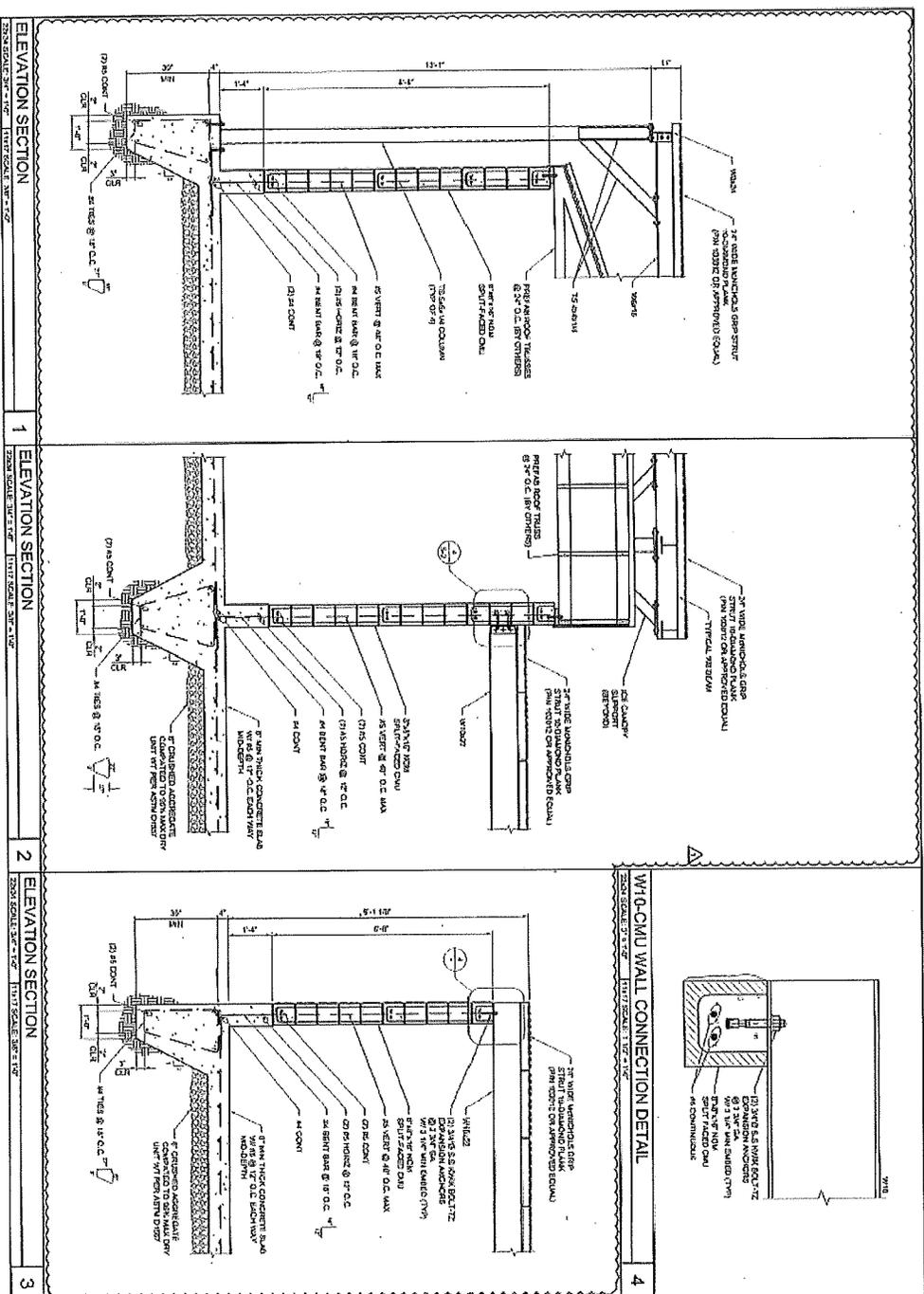












**PROJECT CONSULTANTS:**  
**atat**  
 1000 West 10th Street  
 Denver, CO 80202  
 Phone: 303.733.1111  
 Fax: 303.733.1112  
 www.atat.com

**DESIGNED BY:**  
**CAPSTONE**  
 4400 Woodlawn Blvd., Suite 200  
 Denver, CO 80220  
 Phone: 303.733.1111  
 Fax: 303.733.1112  
 www.capstone.com

**PROJECT INFO:**  
 RUID  
 DARRINGTON  
 10100 ROAD  
 DARRINGTON, VA 22031  
 SHERIFF COUNTY

**SUBJECT FOR: CONSTRUCTION**

**REVISIONS:**

NO.	DATE	DESCRIPTION	BY	CHKD
1	02-17-09	ISSUE FOR PERMIT	JMS	WMO
2	02-17-09	ISSUE FOR CONSTRUCTION	JMS	WMO
3	02-17-09	CONSTRUCTION	JMS	WMO

**DATE:** 02-17-09

**SCALE:** 1/8" = 1'-0"

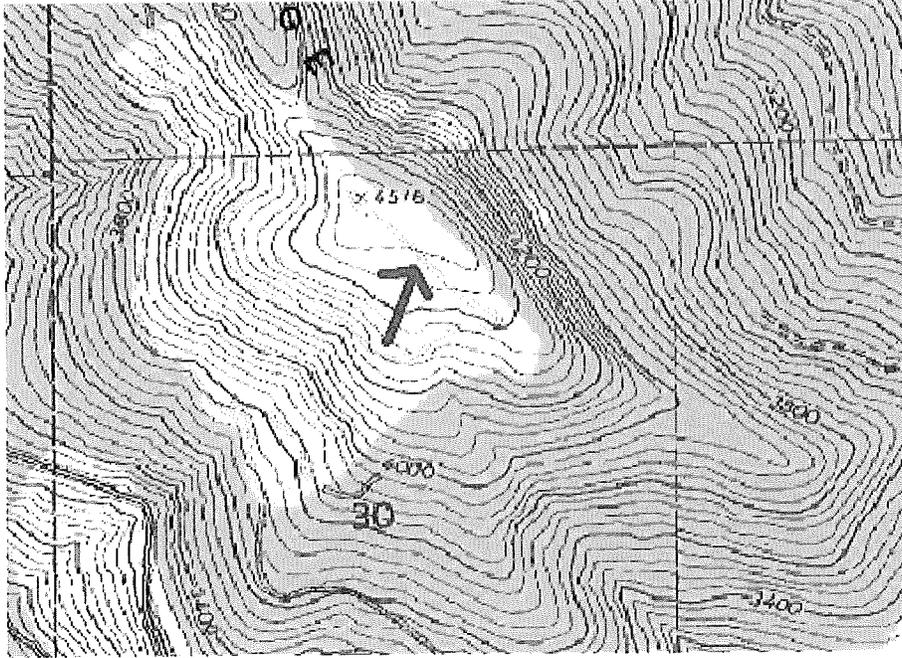
**PROJECT INFORMATION:**  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL MATERIALS AND METHODS SHALL BE AS SHOWN OR APPROVED BY THE ARCHITECT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE WORKING ENVIRONMENT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE PUBLIC FROM ALL HAZARDOUS CONDITIONS.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.  
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 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUPPORTIVE CARE.

**STRUCTURAL DETAILS**  
 SHEET NUMBER: S-3  
 1



**APPENDIX B**

**Segelesen Ridge  
Communications Facility for Seattle City Light  
Mt. Baker – Snoqualmie National Forest**



**APPENDIX C**  
**ROAD MAINTENANCE**

Road 1855013 Maintenance Requirements

Maintenance of Road 1855013 for 1.25 miles and the existing locked gate will be performed by Seattle City Light and Verizon Wireless in proportion to the number of tenants each has at its site according to Forest Service standards as follows. Maintenance will be performed as often as needed to accommodate operations and safe access to the site, and prevent resource damage.

Road Maintenance Specifications:

T-811 Blading.

T-831 Ditch Maintenance.

T-834 Drainage Structure Maintenance.

T-842 Cutting Roadway Brushing.

T-851 Logging Out.

T-813 Spot Surfacing,

Maintenance Specifications

**T-811 BLADING (2/02)**

811.01 Description -

This work consists of surface blading the traveled way to a condition to facilitate traffic and provide proper drainage. Blading includes shaping the crown or slope of traveled way, berms and drainage dips in accordance with this specification. Compaction is required when shown on the road listing.

811.02 Maintenance Requirements

A. Timing - Perform surface blading during the contract period as often as needed to provide conditions stated for the maintenance level of the road.

B. General -

1. Blade and shape the existing traveled way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade and crowned or cross-



sloped as indicated by the character of the existing surface, unless otherwise shown in the Road Listing, to at least 13 mm (1/2 inch) per .305 meter (1 foot) of width, but not more than 19 mm (3/4 inch) per .305 meter (1 foot) of width. Thoroughly loosen surfacing material to no less than 50 mm (2 inches) depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected, but will be considered incidental to blading. Do not scarify deep enough to cause contamination of the surfacing.

2. Apply water during blading when sufficient moisture is not present to prevent segregation. Supply, haul and apply water in accordance with Section T-891.

3. Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, or discharge locations.

4. Establish a blading pattern, which provides a uniform driving surface, retains the surfacing on the roadbed and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock will protrude more than 50 mm (2 inches) above the adjacent surface unless otherwise provided in the contract. Remove and place outside the roadbed material not meeting this dimension so as not to obstruct drainage ways or structures. This material may be scattered off the roadbed if there is free drainage.

#### C. Routine Blading -

1. Conform to the dimensions SHOWN ON THE DRAWINGS or designated in the SPECIAL PROJECT SPECIFICATIONS upon completion of blading.

2. Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the traveled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.

#### D. Compaction -

Roads requiring compaction will be included in the Road Listing. Unless Compaction Method B is designated in the Road Listing, all traveled ways requiring compaction will be compacted by Method A. Compaction will commence immediately following blading.

Compaction methods are:

Compaction Method A: By breaking track while operating equipment on the traveled way.

Compaction Method B: 7-9 metric ton (7-10 ton) pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.



E. Undercutting - Undercutting roadway back slope is not permitted.

F. Intersections

1. At intersections, blade the roadbeds of side roads which are not closed or restricted from vehicular use to ensure smooth transitions.
2. Signing, cross ditching in the road surface (traveled way), earth berms or other devices placed to discourage or eliminate use by passenger cars, are field evidence of road closure or restriction. Roads listed for work under Sections T-835, T-836, T-838, or T-839 are considered restricted.
3. Side roads listed for work under this Section are not restricted.

G. Cleaning of Structures - Do not allow materials resulting from work under this Section to remain on or in structures, such as bridges, culverts, cattle guards or drainage dips.

H. Berms - Maintain existing berms to the condition of adjacent segments. Do not create new berms (windrows).

I. Smooth blading - Smooth blading may be used as an interim measure to remove loose surfacing material from the wheel paths, and store removed materials in a recoverable windrow, until blade processing as described in this section is feasible. Watering will not be required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.

Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides as elected. Windrow and place stored materials to provide not less than 3.6 meters (12 feet) of smooth traveled way on one-lane segments, or 6 meters (20 feet) of smooth traveled way on two-lane segments, or segments with turnouts. Cut holes through windrows, which may collect water on the road, for drainage at least every 150 meters (500 feet).

### **T-813 SURFACING (2/02)**

#### **813.01 Description**

This work consists of placing surface aggregate as staked on the ground, or designated by the Government. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

#### **813.02 Materials**



A. Materials will be Government-furnished when stated in SPECIAL PROJECT SPECIFICATIONS.

B. Materials furnished by the Purchaser will conform to the gradation requirements shown in the SPECIAL PROJECT SPECIFICATIONS and the quality requirements of Section 703 of the "Forest Service Specifications for construction of Roads and Bridges".

### 813.03 Maintenance Requirements

A. Thoroughly loosen the area to be surfaced to a minimum depth of 25 mm (1 inch) prior to placement of aggregate.

B. Mixing and Placing

1. When scheduled coincidentally with work under Section T-81 1, and included in SPECIAL PROJECT SPECIFICATIONS, mix surfacing and existing aggregate with water until a uniform mixture is obtained prior to final shaping and compaction.

2. Otherwise, spread the material on the prepared area in layers no more than 100 mm (4 inches) in depth. When more than one (1) layer is required, shape and compact each layer before the succeeding layer is placed. Upon completion, the surfacing will reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.

3. Compaction Method A will be used unless Method B is included in the SPECIAL PROJECT SPECIFICATIONS. Accomplish compaction by one of the following methods:

Compaction Method A: By breaking track while operating equipment on the traveled way.

Compaction Method B: 7-9 metric ton (7-10 ton) pneumatic, steel or equivalent vibratory roller, operated to cover the full width two (2) times.

## **T-831 DITCH MAINTENANCE (2/02)**

### 831.01 Description

This Section provides for routine maintenance of various types of ditches to provide a waterway, which is unobstructed, as shown on the road listing or marked on the ground.

### 831.02 Maintenance Requirements



- A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches will function to meet the intent of the original design.
- B. Undercutting backslopes during removal operations is not permitted.
- C. Suitable material up to 100 mm (4 inches) in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Government.
- E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.
- F. Remove limbs and wood chunks in excess of 300 mm (12 inches) in length or 75 mm (3 inches) in diameter from ditches and place outside the roadway.
- G. Clean paved surfaces of all materials resulting from ditch maintenance work.
- H. Shape leadoff ditches to drain away from the traveled way.

### **T-834 DRAINAGE STRUCTURE MAINTENANCE (2/02)**

#### 834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

#### 834.02 Maintenance Requirements

- A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SPECIAL PROJECT SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.
- B. Clean the transition from the ditch line to the catch basin a distance of 3 meters (10 feet) from the catch basin. Clean outlet channels and leadoff ditches a distance of 2 meters (6 feet). Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.
- C. Hydraulic flushing of drainage structures is not allowed unless provided for in SPECIAL PROJECT SPECIFICATIONS.



D. Cleaning and reconditioning are limited to the first 1 meter (3 feet) of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal, which obstructs flow. Treat cut edges with a zinc rich coating, complying with subsection 707.15 of Forest Service Standard Specifications for Construction of Roads and Bridges.

### **T-842 CUTTING ROADWAY VEGETATION (2/02)**

#### **842.01 Description**

This work consists of cutting all vegetative growth, including trees and other vegetation less than 100 mm (4 inches) in diameter measured 150 mm (6 inches) above the ground, on roadway surfaces and roadsides.

#### **842.02 Maintenance Requirements**

##### **A. General**

1. Cut brush, trees, and other vegetation within each area treated to a maximum height of 150 mm (6 inches) above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, remove all limbs, which extend into the treated area or over the roadbed, to a height of 4 m (14 feet) above the traveled way surface elevation.
2. Items to remain will be marked on the ground.
3. Work may be performed either by hand or mechanically unless specifically shown in the Road Listing. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.
4. Correct damage to trunks of standing trees caused by Purchaser's operation either by treatment with a commercial nursery sealer or by removing the tree as directed by the Government.
5. Limb trees within the cutting limits, which are over 100 mm (4 inches) - measured at 150 mm (6 inches) above the ground in lieu of cutting.
6. When trees are limbed, cut limbs within 100 mm (4 inches) of the trunk.

##### **B. Cutting Side Vegetation**

1. Show the width of vegetation to be removed in the Road Listing.
2. Unless otherwise included in SPECIAL PROJECT SPECIFICATIONS or marked on the ground:



- a. Commence work at the edge of the traveled way and proceed away from the road centerline.
  - b. Roads without a defined traveled way: The starting point for cutting will be marked in the field or defined in SPECIAL PROJECT SPECIFICATIONS.
3. The points for establishing cutting limits are as follows:
- a. Fill and day lighted (wide roadbed) section cutting commences at the edge of the traveled way and proceeds away from the road centerline.
  - b. Drainage ditched section cutting commences at the bottom of the existing ditch and proceeds away from the road centerline. Cutting on ditch foreslopes is not required.
  - c. Unditched cut section cutting commences at the intersection of the cutbank and the roadbed and proceeds away from centerline.
4. Provide transitions between differing increments of cutting width. Accomplish transitions in a taper length of not less than fifteen (15) meters (50 feet) or more than twenty-two (22) meters (70 feet).

C. Debris

1. Materials resulting from the cutting operation in excess of 300 mm (12 inches) in length or seventy-five (75) mm (3 inches) in diameter are not allowed to remain on roadway slopes within the treated area, in ditches, or within watercourses.
2. Remove limbs and chunks in excess of seventy-five (75) mm (3 inches) in any dimension from the traveled way and shoulders.
3. Materials may be scattered downslope from the roadbed, outside of the work area and drainage's.

**T-851 LOGGING OUT (2/02)**

851.01 Description

This work consists of removal of fallen trees and snags, which encroach into the roadway or the one (1) meter (3 feet) roadside abutting the roadway on the cut side.

851.02 Maintenance Requirements



A. Limb and remove timber, which meets Utilization Standards, or deck at agreed locations.

B. Limb other material cut into lengths for handling. Deck outside ditches and drainage's, off the traveled way and turnouts or at staked locations. The clearing width is to the edge of the roadway for public use roads, except limited use roads. The clearing width for limited use roads is shown in the specifications.

C. Notwithstanding B(T)2.3, blowdown timber outside Sale Area required to be removed, which meets Utilization Standards in A(T)2, when agreed is Included Timber subject to requirements of B(T)2.2.

D. Do not leave woody debris and slash in excess of 300 mm (12 inches) in length or 75 mm (3 inches) in diameter, or concentrations which may plug ditches or culverts, in ditches, drainage channels, or on backslopes, traveled way, shoulders, or turnouts.



**APPENDIX D**  
**TENANT INFORMATION**  
**(See associated list)**



# Telecommunications Facility Inventory

FS-2700-10a (6/99)  
OMB No. 0596-0082

## FACILITY OWNER or FACILITY MANAGER

Name of Communications Site: Segelsen Ridge

Name of Facility Owner or Manager: Seattle City Light

Do you, as the owner of this communications facility, operate any communications equipment in this facility?  yes  no (please check one).

If yes, what is your type of use? Microwave Communications  
(Please identify one of the 10 categories described in the Forest Service Handbook 2709.11, section 36.2 (Interim Directive).

PLEASE LIST ALL OCCUPANTS THAT WERE IN YOUR FACILITY ON SEPTEMBER 20<sup>TH</sup> OF THIS YEAR. INDICATE THEIR TYPE OF USE AND SPECIFY WHETHER THEY ARE A "TENANT" OR "CUSTOMER." (SEE BELOW). INCLUDE OCCUPANTS IN YOUR FACILITY THAT MAY HAVE A CONTRACTUAL AGREEMENT WITH SOMEONE OTHER THAN YOU.

OCCUPANT (Commercial Name)	TYPE OF USE	CUSTOMER(1) or TENANT(2)
----------------------------	-------------	--------------------------

OCCUPANT (Commercial Name)	TYPE OF USE	CUSTOMER(1) or TENANT(2)

(1) A "customer" is an individual, business, organization, or agency that is paying a facility owner or manager, or tenant for communications services and is not reselling communications services to others. Private ("other" use



category) and internal (private mobile radio services category) communications uses leasing space in a facility and not re-selling communications services to others are considered customers.

(2) A "tenant" is a communications user who rents space in a communications facility and operates communications equipment for the purpose of re-selling communications services to others, such as CMRS providers, or users in the communications business, such as TV and radio broadcasters.

**I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INFORMATION PROVIDED ABOVE IS TRUE, CORRECT, AND COMPLETE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

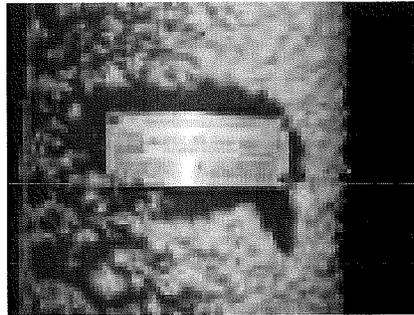
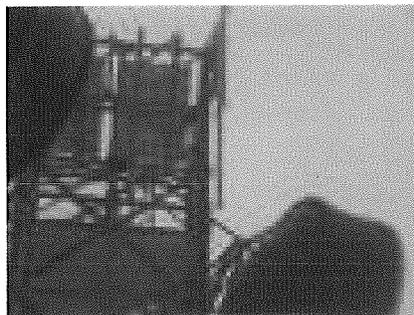
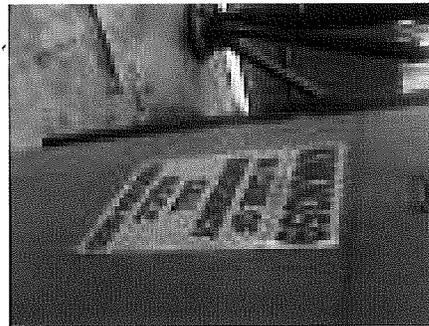
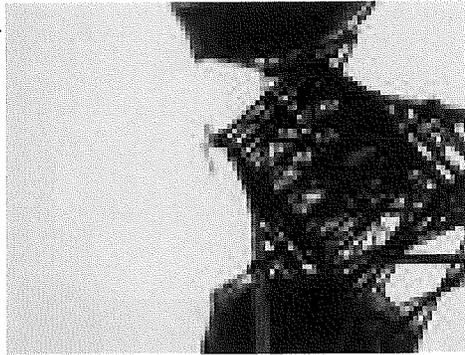
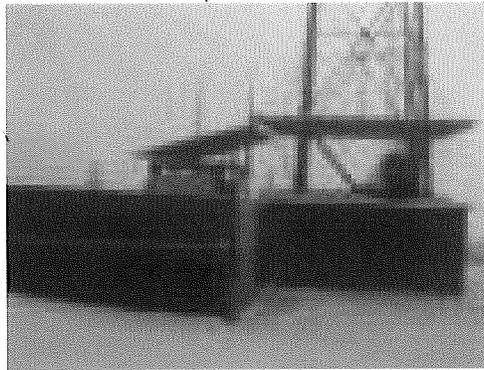
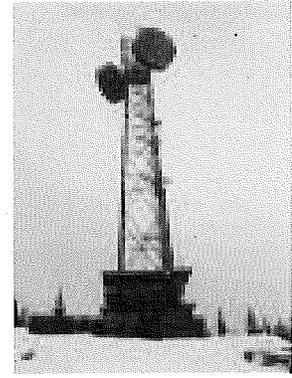
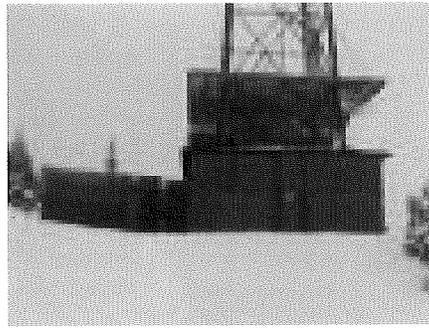
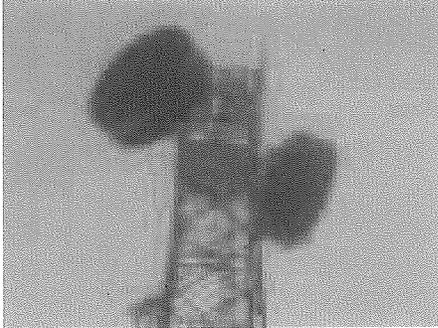
This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This Information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger The Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for review instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



**APPENDIX E**  
**SITE PHOTOGRAPHS**





**APPENDIX F**  
**INSPECTION CHECKLIST**



COMMUNICATIONS SITE INSPECTION CHECKLIST  
EXAMPLE

Site Name Segelsen Ridge – Seattle City Light

Date D/Mo/Yr

Inspector(s) Name \_\_\_\_\_

I. Site Inspection. This communication site will be inspected at least once each year. Inspections should include a careful examination of:

1. Power Systems

- a. Power lines-above ground conduit
- b. Generators-Fuel Storage
- c. Batteries

- Safety venting

- Eyewash

- Goggles

- e. Wiring
- f. Protection (fuses)

2. Grounding

- a. Building
- b. Antenna system
- c. Equipment cabinets
- d. Lightning Protection
- e. Standby Power

3. Conformance to

- a. Equipment Manufacturers Specifications.
  - Installation
  - Maintenance
- b. Conditions of Permit
- c. Safety Standards
- d. Requirements of the Site Management Plan
- e. Specification of Site Design
- f. Conditions of License or Authorization



4. Structures

- a. Tower
- b. Buildings
- c. Cable Trays

5. Electromagnetic Environment

- a. Site Noise Level
  - Ambient
  - HVAC and Generator produced
- b. Effective Receiver Sensitivity
- c. Electromagnetic Radiation Safety
  - Levels (ANSI C95.1 - 1982)
  - Signing
  - Fencing

6. Housekeeping

- a. Internal
- b. External



## COMMUNICATIONS TOWER INSPECTION CHECKLIST

Tower Owner Seattle City Light

Date of Inspection D/Mo/Yr

Name of Inspector(s) \_\_\_\_\_

TOWER	YES	NO
Bent or fractured cross members?		
Loose or missing bolts?		
Broken or cracked welds?		
Signs of unusual stress?		
Twisted or distorted tower?		
Signs of rust, pitting, rot, etc.?		
Does the tower need paint or repair?		

Condition of galvanizing: \_\_\_\_\_

Condition of paint (faded, peeling, etc.): \_\_\_\_\_

Condition of cat walk: \_\_\_\_\_

Condition of climbing pegs or steps: \_\_\_\_\_

Condition of fall safety system: \_\_\_\_\_

NOTES: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



GROUNDING SYSTEM	YES	NO
Grounding clamps, straps or wires, broken or torn?		
Connections clean and secure?		
Lighting rod at the top of the tower?		
Signs of arcing?		
Gradual curves in grounding wires?		
Transmission line lightning-loop secure at the bottom of the tower?		

Condition of antenna grounding: \_\_\_\_\_

Condition of grounding kits at the top and bottom: \_\_\_\_\_

NOTES: General maintenance completed last year  
 \_\_\_\_\_  
 \_\_\_\_\_

ANTENNA AND TRANSMISSION LINES	YES	NO
Antennas stable?		
Bolts and connectors secure?		
Connections to transmission weather sealed transmission line brackets/wire ties secure?		
Signs of transmission line slippage?		
Waterproof jacket unbroken transmission line secured at 3 ft. intervals?		
Hoist Grip secure?		
Gradual Curves in transmission line?		

Condition of antenna mounting hardware: \_\_\_\_\_



Physical damage to antenna and line (dents, cracks): \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTION ITEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX G**

**FIRE PLAN**



## I. SCOPE

The provisions set forth below outline the channels of responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the special use site. The Fire Protection and Suppression Requirements are adapted from USDA Forest Service Pacific Northwest Region regulations contained in Forest Service Manual 5100, as applicable to and made part of this special use authorization. A map in the permit/lease delineates the authorized area. The provisions set forth below also specify conditions under which activities under authorization will be curtailed or shut down. See Section 5, Reporting All Wild Fires, should a fire occur.

## II. RESPONSIBILITIES

### A. Holder

- (1) Will abide by the requirements of this Fire Plan.
- (2) Will take all steps necessary to prevent its employees, subcontractors, tenants and their employees from setting fires and will be responsible for preventing the escape of fires, and will make every attempt to extinguish all such fires that may escape.

### B. Forest Service

- (1) Will monitor for Holder's compliance with this Plan.

## III. IMPLEMENTATION

### 1. Fire Period and Closed Season

Specific fire prevention measures are listed below and will be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment will be kept in serviceable condition and immediately available for initial attack on fires.

### 2. Fire Plan

Before starting construction or a regularly scheduled maintenance project within the lease area, Seattle City Light, hereinafter referred to as the "Lease Holder", will prepare a Fire Plan, using the form at the end of Appendix G, in cooperation with the Permit Administrator that provides for the prevention and control of fires in the project area. In the case of emergency maintenance, the Lease Holder will notify a Forest Service official as soon as possible.

The Lease Holder will ensure compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and will update such certification when operations change.



3. Equipment Inspection

The Lease Holder will schedule an equipment inspection before starting a construction or maintenance project, usually no later than the beginning of the fire season. The Lease Holder must correct any deficiencies identified in the inspection before construction or maintenance operations can begin, if maintenance is scheduled after May 15.

4. Substitute Measures

The Forest Service may, by written notice, authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

5. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

6. Fire Control

The Lease Holder will, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action will be prompt and will include the use of all personnel and equipment available in the project area.

7. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Lease Holder or the Lease Holder's contractor(s) in any way from compliance with State Forest Laws covering fire that are applicable to operations under this easement.

8. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking will be permitted only at the option of the Lease Holder. The Lease Holder will not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking will be permitted only in such portions of the project area that are free of flammable material. Smokers will sit down to smoke in such a position that any burning material will fall within a cleared area, and will extinguish and press out in mineral soil all burning material before leaving the cleared area.



b. Fire Extinguishers, Water, and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Lease Holder or the Lease Holder's contractor(s) or tenants on National Forest land, except portable fire pumps, will be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one D-handled or long handled round point shovel, size "0" or larger. In addition, each truck will be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment will be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

One - 100 gallon slip-on water tank and pumper, mounted on a pickup or flatbed truck.

Equipment will be kept in a serviceable condition and readily available on the project site.

c. Power Tools

Each gasoline-powered tool will be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher will be kept in possession of the saw operator at all times. The shovel will be accessible to the operator within 1 minute.

d. Spark Arrestors and Mufflers

Each internal combustion engine will be equipped with a spark arrestor meeting either (1) USDA Forest Service Standard 5100-1 a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There will be no exhaust bypass.
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.
- (3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arrestors and mufflers, will be properly installed and constantly maintained in serviceable condition.



e. Emergency Fire Precautions

The Lease Holder will restrict operations in accordance with the Industrial Fire Precaution Levels listed and described below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Lease Holder, the revised Industrial Fire Precaution Levels will supersede the levels listed and described below:

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

Industrial Fire Precaution Level (IFPL)

I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. Partial hootowl - The following may be operated only between the hours of 8:00 p.m. and 1:00 p.m., local time:

- a. power saws, except at loading sites;
- b. cable yarding;
- c. blasting;
- d. welding or cutting of metal.

III. Partial shutdown - The following will be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8:00 p.m. and 1:00 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8:00 p.m. and 1:00 p.m., local time.

In addition, the following are permitted between the hours of 8:00 p.m. and 1:00 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions will apply to these Industrial Fire Precaution Levels:



Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting officer or Permit administrator: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading and paving;
- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Lease Holder to reduce the risk of ignition, and/or the spread of fire. The Permit Administrator will consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration will also be given to measures that reduce the precaution levels above. The Lease Holder will assure that all conditions of such waivers or substitute precautions are met.

The Lease Holder will obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after



6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Lease Holder when changes in restrictions or industrial precautions are made.

9. Fire Tools

During the construction, the Lease Holder or Lease Holder's contractor(s) or tenants will furnish serviceable fire fighting tools on site in a readily accessible tool box or compartment, and contain a minimum of:

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 2 long-handled, round point shovels, size "o" or larger.
- c. 1 fire extinguisher (equipment-type), and/or refills, fully charged

10. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Lease Holder will designate a person who will perform fire security services listed below on the project area and vicinity. The designated person will be capable of operating the Lease Holder's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Lease Holder's or contractor(s) personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Lease Holder may provide another person meeting the qualifications stated above to direct the activities of Lease Holder's or contractor(s) personnel and equipment during all fire fighting activities.

Services described will be for at least 1 hour from the time the Lease Holder's construction or maintenance operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services will consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person will observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

11. Communications

The Lease Holder will provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection (i.e., by telephone or cell phone, or report in person to Darrington Ranger Station). FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications).

Such communications will be operable during periods of operation of power-driven equipment, including the time fire security is required.



12. GENERAL

A. State Law. The Holder will comply with all applicable laws of the State of Washington.

County Law. The Holder must abide by county laws concerning hazard reduction around buildings and all other improvements at the electronic site.

B. Permits Required. The Holder must secure a special written permit from the District Ranger or Designated Representative before engaging in any of the activities listed below.

- (1) Burning Permits. (Issued by the Forest Service)
- (2) Welding and Cutting. (Issued by Forest Service).
- (3) Construction. (Issued by Forest Service)

13. REPORT ALL WILD FIRES

Holder, its employees and/or tenants will report all fires to 911, the Darrington Ranger District (360-4361155), the DNR Northwest Fire Dispatch (360-856-3500) and the Verlot Public Services Center (360-691-7791). All phone numbers to be prominently displayed within and at the perimeter of the proposed communications compound.



FIRE PLAN (R6-FS-6300-54) (5/89)

Lease Holder: Seattle City Light

Project Name: Segelsen Ridge Communication Facility

Contractor or tenant or Employees Performing Work:

Lease Holder's Representative for Fire Matters (designated by Seattle City Light):

<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>		<u>Residence</u>
		<u>Office</u>	<u>Cell</u>	

For 24/7 emergency:

Service Dispatcher	(206) 706-0205
--------------------	----------------

For the project:

Forest Service Administrator:

<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>	
		<u>Office</u>	<u>Residence</u>
Eric Ozog	Realty Specialist	360-691-4396	360-691-4264

Forest Service Inspector(s):

<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>	
		<u>Office (cell)</u>	<u>Residence</u>
Same as above		360-691-4396	360-691-4264
Rich Dahl	North Zone Fire Mgt Officer	360-856-5700 x241	360-961-1389



Action by Lease Holder

Seattle City Light will take all reasonable and practical action to prevent and suppress fires in the project area. Seattle City Light, its contractor(s) or tenants will take suppression action immediately upon discovery of or becoming aware of such fire.

Action by Forest Service

The Forest Service may discuss with the Lease Holder on suppression action and will, when necessary, supplement the Lease Holder's efforts by furnishing personnel and equipment not available to the Lease Holder. In the event that a fire is not suppressed by the Lease Holder, its contractor(s) or tenants and will require appreciable reinforcements, the Forest Service may take over suppression of the fire and may employ the Lease Holder's, its contractor(s) or its tenants' personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following local sources:

Darrington Ranger Station 360-436-1155

The Lease Holder has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>	
		<u>Office (cell)</u>	<u>Residence</u>

The Lease Holder will [ ], will not [X] permit employees to smoke while in the project area. Open fires will [ ], will not [X] be permitted by the Lease Holder. Although these activities may be permitted by the Lease Holder, it is understood that neither will be allowed without being authorized in writing by the Forest Service Administrator.

Fires will be reported to one of the following Forest Service employees:

<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>	
		<u>Office</u>	<u>Residence</u>
Darrington Ranger Station		360-436-1155	
Verlot Public Service Center		360-691-7791	



<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>	
		<u>Office</u>	<u>Residence</u>
DNR Northwest Fire Dispatch		360-856-3500	

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<u>Name</u>	<u>Title</u>	<u>Telephone Numbers</u>	
		<u>Office</u>	<u>Residence</u>
Eric Ozog	Realty Specialist	360-691-4306	360-691-4264

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Lease Holder's or Contractor's Employees Possessing Special Fires Qualifications

<u>Name(s)</u>	<u>Best Fire Assignment</u>	<u>Other Qualifications</u>
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Total number of employees who could perform firefighting duties                      N/A

Equipment:

<u>Description, Type</u> <u>Make, Model, Size</u>	<u>Number</u> <u>Units</u>	<u>Location</u>
--	-------------------------------	-----------------

Contractor's equipment on site (list when determined)



Joint Preparation of this fire plan is acknowledged:

Lease Holder  
or Designated Representative

Darrington Fire Ranger

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX H**  
**VEGETATION MANAGEMENT PLAN**



1. SCOPE

The following paragraphs outline the areas of ongoing vegetation management within and around Seattle City Light's Segelsen Ridge communications facility. This plan identifies management zones and procedures for the effective operation of the Segelsen Ridge site. In addition the plan identifies USFS prescribed methods for the removal and disposal of vegetation within the subject area

2. MANAGEMENT ZONES

Compound Zone: Defined by the chain-link fence enclosure.

Perimeter Zone: Adjacent areas within 50'-0" of the fenced compound.

Forest Zone: Area around the site within 150'-0" of the Segelsen Ridge facility.

Compound Zone

The "Compound Zone" will include everything inside of the fenced area. This zone will, for all practical purposes, remain vegetation free. Seattle City Light and its tenants will maintain the compound on a semi-annual basis. Removal of intruding vegetation will occur by mechanical means only.

Perimeter Zone

The "Perimeter Zone" will be defined as a 50'-0" wide band around the perimeter of the Seattle City Light compound. The goal within the "perimeter zone" is to selectively manage vegetation which can obtain sufficient height to interfere with emergency communications, pose a threat to building/personal safety or present a fire hazard. It is the intent within the Perimeter Zone to remove only the vegetation that would conflict with these three primary goals. Seattle City Light will notify the Forest Service administrator of the potential conflict and a Forest Service administrator would evaluate the hazard tree(s) or vegetation that Seattle City Light has identified prior to being removed. Felled hazard trees will be left on site and bucked to a specified length as determined by the Forest Service. Limbs will be lopped and scattered or chipped on site.

Forest Zone

The "Forest Zone" is the area from the end of the 50'-0" perimeter band outwards to a distance of 150'-0". The only vegetation management that will be undertaken within this zone is the removal of hazard trees which pose a threat to safety of personnel or the facilities. Seattle City Light will notify the Forest Service for the removal of these trees. The Forest Service administrator will then evaluate the hazard tree(s) that Seattle City Light has identified prior to their falling.

In 20 years, trees below the microwave beam path to Babcock (approximately 120' from the tower) may be the closest to the microwave beam (see attached Seattle City Light



drawing dated 10/9/06 and titled "Telecommunications Segelsen Ridge - Tree Growth Relative to Microwave Beam"). A 3-foot per year growth rate was used to determine the twenty-year tree height, this may not be realized due to the adverse weather conditions at Segelsen Ridge. In the remote circumstance that a tree or trees may block radio signal communication, Seattle City Light will petition the Forest Service for the topping or removal of said tree(s). With respect to the proposed compound location and surrounding topography it is unlikely that the above-mentioned removal would occur, but the Forest Service will retain the right to determine the preferred solution.

3. SPECIFICATIONS

All vegetation will be cut using mechanical and/or manual means. Felled trees will be left on site and bucked to a specified length as determined by the Forest Service. Saplings and limbs will be lopped and scattered or chipped on site. The use of herbicides is not authorized under this management plan. No chemical treatment or herbicides may be used without written approval from the Forest Service Supervisor.



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
City Light	Douglas Haberman / 3-9138	Karl Stickel / 4-8085

**Legislation Title:**

AN ORDINANCE relating to the City Light Department; authorizing execution of a 20-year lease from the United States Forest Service for use of a communications site in the area commonly known as Segelsen Ridge.

• **Summary of the Legislation:**

Approval of the proposed ordinance will provide City Light with continued use of the communications tower at Segelsen Ridge, an essential component of City Light's Telecommunications and Energy Management system used to communicate vital signals relative to the control and transmission of electricity generated at the Skagit Project.

• **Background:**

In 1993, the United States Department of Agriculture, Forest Service ("USFS"), issued a special use permit to the City Light Department for construction of a communications tower with ground equipment in a portion of the Mount Baker-Snoqualmie National Forest, Darrington Ranger District, commonly known as Segelsen Ridge. This communications site serves as an integral link for City Light's connection between Seattle, the Skagit Hydroelectric Project and the System Control Center.

The special use permit expired in 2003, however USFS granted City Light the right to continue operating and maintaining the site while City Light applied for reauthorization of the site. Negotiations between City Light and USFS have resulted in finalizing a new twenty 20-year lease, which includes the right to grant use of the site to other companies, and charge a reasonable rent for such use.

Through Ordinance 118737, which authorizes City Light to enter into Wireless Communication Site Agreements with commercial communication services, City Light has granted use of the Segelsen Ridge communications site to New Cingular Wireless PCS, LLC, managed by AT&T Mobility Corporation ("AT&T Mobility"), for which City Light receives annual revenue from AT&T Mobility. The proposed lease from USFS endorses AT&T Mobility's construction of a new environmentally sound propane generator system, on which AT&T Mobility must provide City Light a connection, which will enhance the reliability of City Light's communications system.



*(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

- Please check one of the following:

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

**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 project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2009 Appropriation	2010 Anticipated Appropriation
<b>TOTAL</b>				

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

**Notes:** The lease cost to City Light is \$4,122 in 2009 and \$4,209 in 2010. This cost will be covered by City Light's existing budget. No additional appropriation authority is needed.

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:** This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2009 Revenue	2010 Revenue
Light Fund (41000)	City Light	AT&T Mobility Lease	\$7,546	\$7,848
<b>TOTAL</b>			\$7,546	\$7,848

**Notes:** City Light receives rent from New Cingular Wireless through AT&T Mobility, its Manager. Use of the tower is granted under the City's Wireless Communications Site Agreement authorized by Ordinance 118737.

**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:**

None.



**Spending/Cash Flow:**

Fund Name & #	Department	Budget Control Level*	2009 Expenditures	2010 Anticipated Expenditures
NA	NA	NA	NA	NA
<b>TOTAL</b>				

- **What is the financial cost of not implementing the legislation?**  
 Failure to implement the legislation would cause a significant gap in the City Light Telecommunications and Energy Management system. If the proposed Council Bill was not approved, City Light would no longer be permitted use of the site and would be required to dismantle the Segelsen Ridge Communications Site, at its sole expense, and consider alternative locations. The financial cost would vary between selecting a site, construction of a tower, and resolving the resulting Telecommunications and Energy Management issues.
- **Does this legislation affect any departments besides the originating department?**  
 This legislation will not affect any departments outside of City Light, which is the originating department.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**  
 The possible alternatives would be to utilize a site, other than the current Segelsen Ridge Communications Site, in order to place and construct the equipment necessary to meet the communication requirements. No specific sites have been identified.
- **Is the legislation subject to public hearing requirements:** No.
- **Other Issues** (including long-term implications of the legislation):

**Please list attachments to the fiscal note below:**





# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

November 24, 2009

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes a 20-year lease with the United States Department of Agriculture, Forest Service ("USFS") for a communications tower with ground equipment in a portion of the Mount Baker-Snoqualmie National Forest, Darrington Ranger District, commonly known as Segelsen Ridge.

A special use permit issued by USFS to City Light for the use of Segelsen Ridge expired in 2003. Since that time, USFS has allowed City Light to continue operating and maintaining the communications site while City Light applied for and negotiated a new 20-year lease. Negotiations have resulted in a mutually acceptable new lease that allows City Light to utilize the property for the construction, operation, maintenance, and termination of a microwave/cellular communications facility. The terms of the lease also allow City Light to sublease the communications equipment to other potential tenants.

The lease of the Segelsen Ridge Communications Site is essential to City Light operations. It allows City Light to maintain a Telecommunications and Energy Management system necessary to communicate vital signals relative to control and transmission of electricity generated at the Skagit Project. If you have any questions regarding this lease, please contact Cheryl Crawford, Seattle City Light Real Estate Director, at 684-3116.

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



1 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2009, and signed by  
2 me in open session in authentication of its passage this  
3 \_\_\_\_ day of \_\_\_\_\_ 2009.

4  
5  
6 \_\_\_\_\_  
7 President \_\_\_\_\_ of the City Council

8 Approved by me this \_\_\_\_ day \_\_\_\_\_, 2009.

9  
10  
11 \_\_\_\_\_  
12 Greg J. Nickels, Mayor

13 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2009.

14  
15  
16 \_\_\_\_\_  
17 City Clerk

18 (Seal)

19 Attachment 1: U. S. Department of Agriculture, Forest Service, Communications Use Lease  
20  
21  
22  
23  
24  
25  
26  
27  
28



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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249850  
CITY OF SEATTLE, CLERKS OFFICE

No.

**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 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

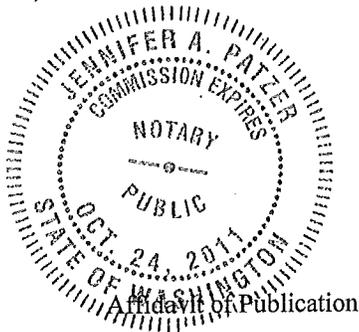
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123216-18,20-3 TITLE

was published on

01/25/10

The amount of the fee charged for the foregoing publication is the sum of \$ 81.90, which amount has been paid in full.



*[Signature]*  
\_\_\_\_\_  
Subscribed and sworn to before me on  
01/25/10

*[Signature]*  
\_\_\_\_\_  
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 resolutions, passed by the City Council on January 11, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

#### ORDINANCE NO. 123223

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

#### ORDINANCE NO. 123222

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

#### ORDINANCE NO. 123221

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

#### ORDINANCE NO. 123220

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

#### ORDINANCE NO. 123218

AN ORDINANCE relating to the City Light Department, authorizing the Superintendent or his designee to grant an easement for road purposes over the City's fee-owned Bacon Creek Property, located in Skagit County, Washington, to the United States of America.

#### ORDINANCE NO. 123217

AN ORDINANCE relating to the City Light Department, accepting various easements for overhead and underground electrical rights in King County, Washington, and placing said easements under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

#### ORDINANCE NO. 123216

AN ORDINANCE relating to the City Light Department, authorizing execution of a 20-year lease from the United States Forest Service for use of a communications site in the area commonly known as Segelsen Ridge.

Publication ordered by the City Clerk  
Date of publication in the Seattle Daily  
Journal of Commerce, January 25, 2010.  
1/25(249850)